

AFTER RECORDING RETURN TO:

General Mills Operations, LLC  
Number One General Mills Boulevard  
Minneapolis, Minnesota 55426



**201805110048**

05/11/2018 10:51 AM Pages: 1 of 10 Fees: \$83.00  
Skagit County Auditor

**DOCUMENT TITLE:**

GUARDIAN NORTHWEST TITLE CO.

**REFERENCE NUMBER OF RELATED DOCUMENT:**

115217

**MEMORANDUM OF TERMINATION**

Auditor's File No. 8608050052,  
9407010086, 9606170014,  
9606240076, 9608280066,  
9608280067, 9609190001,  
201802080051

**GRANTOR:**

**SMALL PLANET FOODS, INC.**

**GENERAL MILLS OPERATIONS, LLC**

**EUGENE B. KAHN**

**GRANTEE:**

**GENERAL MILLS OPERATIONS, LLC**

**ABBREVIATED LEGAL DESCRIPTION:**

Parcel A: Q SE, S 20, T 35, R 10 : South  
130 Feet of NE ¼ EXCEPT South 130  
Feet east of loading dock, and South  
130 feet running along barn

Parcel B: Q NE, S 20, T 35, R10: R/W  
Through Government Lot 1

**ADDITIONAL LEGAL DESCRIPTION:**

**Pages 5-6**

**ASSESSOR'S TAX PARCEL NUMBER(S):**

P45391 351020-4-003-0002,  
P109226 351020-4-001-0300,  
P45617 351029-0-001-0003,  
P45373 351020-0-001-0101,  
P45374 351020-0-001-0200,  
P45388 351020-4-001-0004,  
P45390 351020-4-002-0003

**MEMORANDUM OF TERMINATION**  
**(Apartment Lease and Access / Utility Easements)**

This Memorandum of Termination (this "**Agreement**") is made as of May \_\_, 2018 by and among Small Planet Foods, Inc., a Washington corporation ("**SPF**"), successor in interest, by name change, to Cascadian Farm, Incorporated, a Washington corporation ("**CFI**"), Eugene B. Kahn, a married resident of the State of Washington ("**Kahn**") and General Mills Operations, LLC, a Delaware limited liability company ("**GMOL**").

**RECITALS**

A. Pursuant to that certain Residential Rental Agreement dated June 13, 1986 (the "**Lease**") by and among Roc V. Fleishman, Sarah C.B. Ross, and Eugene B. Kahn (collectively, "**Original Landlord**"), as landlord and Sarah C. B. Ross ("**Sarah**"), as tenant, Original Landlord leased an apartment in a barn situated on the property legally described on Exhibit A (the "**Leased Property**") to Sarah.

B. The Lease was memorialized of record by that certain Memorandum of Lease dated June 13, 1986, recorded in the office of the Skagit County Auditor under Auditor's File No. 8608050052.

C. Sarah subsequently became known as Sarah Ross Forster, and assigned her interests in the Lease to Kahn pursuant to that certain Assignment of Residential Rental Agreement dated June 30, 1994, recorded in the office of the Skagit County Auditor on July 1, 1994 in Deed Book 1348, Page Number 0492, and identified by under Auditor's File No. 9407010086.

D. Pursuant to that certain Deed of Easement dated June 7, 1996, recorded in the office of the Skagit County Auditor on June 17, 1996 in Deed Book 1559, Page Number 198, and identified by under Auditor's File No. 9606170014, CFI granted to Original Landlord an easement for utilities and access burdening the land legally described on Exhibit B (the "**Easement Parcel**").

E. When the easements described in Recital D were granted, CFI was not the fee owner of the Easement Parcel. In order to quiet title and to ratify the easements described in Recital D, pursuant to that certain Deed of Easement dated June 20, 1996, recorded in the office of the Skagit County Auditor on June 24, 1996 in Deed Book 1561, Page Number 288, and identified by under Auditor's File No. 9606240076, Kahn and Esther J. Kahn, co-tenants and fee owners of the Easement Parcel at the time, granted to CFI and Original Landlords an easement for utilities and access over the Easement Parcel.

F. Original Landlords recorded that certain Short Plat No. 96-0564 in the office of the Skagit County Auditor on August 28, 1996 in Volume 12 of Short Plats, Pages 139 and 139, under Auditor's File No. 9608280066.

G. Pursuant to that certain Use, Maintenance and Repair Covenants dated the 10<sup>th</sup> day of July 1996, recorded in the office of the Skagit County Auditor on August 28, 1996 in Deed Book 1580, Page Number 626, and identified by under Auditor's File No. 9608280067 (the "**CC&Rs**"), CFI, Original Landlords, and Kahn and Esther J. Kahn memorialized certain agreements relating to the use, maintenance and repair of the Easement Parcel, all as more particularly described therein.

H. By Statutory Warranty Deed dated September 11, 1996, recorded in the office of the Skagit County Auditor on September 19, 1996 in Deed Book 1586, Page Number 247-250, inclusive, and

identified under Auditor's File No. 9609190001, Original Landlord transferred their interests in the Leased Property to Kahn.

- I. On January 28, 2000, CFI was renamed SPF.
- J. On February 29, 2000, General Mills, Inc. ("GMI") acquired all the outstanding shares of stock in SPF, at which point SPF became a wholly-owned subsidiary of GMI.
- K. GMOL is also a wholly-owned subsidiary of GMI.
- L. Pursuant to that certain Bargain and Sale Deed, recorded in the office of the Skagit County Auditor on February 8, 2018 identified under Auditor's File No. 201802080051, Kahn succeeded to Esther J. Kahn's interest in the Easement Parcel.

AS A RESULT OF THE FOREGOING, the parties agree to and confirm the following:

1. Recitals. The Recitals set forth above are true, correct and complete and are incorporated into the operative portions of this Agreement as if fully set forth here.
2. Lease. Upon the transfer of the fee interest in the Leased Property to Kahn and the assignment of the tenant's interest in the Lease to Kahn (as described more particularly in Recitals C and H above), the Lease was extinguished by operation of the merger doctrine. Accordingly, the leasehold estate has been extinguished and neither Kahn nor any of his predecessors in interest in the Lease, nor any of his successors in title to the Leased Property have any further right, title or interest therein.
3. Easements. Upon Kahn's acquisition of the Leased Property and the Easement Parcel, (as described more particularly in Recitals C and F above), the easements described in Recitals D and E were extinguished by operation of the merger doctrine. The only party benefitting from the easements over the Easement Parcel is the owner of Lot 2 of the Short Plat. All other interests in the easements have been extinguished.
4. CC&Rs. On account of the agreements set forth above, all of the rights and obligations of CFI, Original Landlords, and Kahn and Esther J. Kahn have vested in SPF and GMOL. The only party unaffiliated with GMI who is benefitting from the agreements set forth in the CC&Rs is the owner of Lot 2 of the Short Plat.

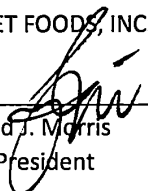
IN WITNESS WHEREOF, the parties have executed and delivered this Memorandum of Termination as of the date first above written.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2018 by \_\_\_\_\_, the \_\_\_\_\_ of Small Planet Foods, Inc., a corporation under the laws of Washington, on behalf of the company.

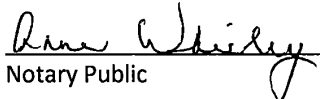
Notary Public

SMALL PLANET FOODS, INC., a Washington corporation

By:   
Its: Vice President

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF HENNEPIN )

The foregoing was acknowledged before me this 27<sup>th</sup> day of April 2018 by  
Gerald J. Morris, the Vice President of Small Planet Foods, Inc., a corporation under  
the laws of Washington, on behalf of the company.

  
Notary Public



GENERAL MILLS OPERATIONS, LLC, a Delaware limited liability company

By: 

Name: Michael A. Nordstrom

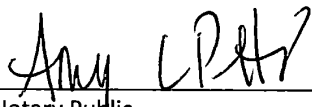
Its: Vice President

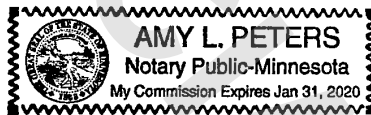
STATE OF MINNESOTA )

) ss.

COUNTY OF HENNEPIN )

The foregoing was acknowledged before me this 12 day of April 2018 by Michael A. Nordstrom, the Vice President of General Mills Operations, LLC, a limited liability company under the laws of Delaware, on behalf of the company.

  
Notary Public



By: \_\_\_\_\_  
Name: Michael A. Nordstrom  
Its: Vice President

The foregoing was acknowledged before me this      day of                                      2018 by Michael A. Nordstrom, the Vice President of General Mills Operations, LLC, a limited liability company under the laws of Delaware, on behalf of the company.

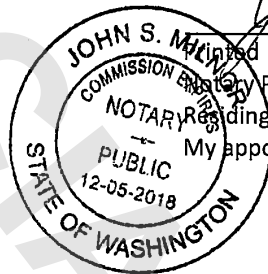
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Eugene B. Kahn  
Eugene B. Kahn

STATE OF WA }  
COUNTY OF Skagit } SS:

I certify that I know or have satisfactory evidence that Eugene B. Kahn, the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Date: April 30, 2018



John S. Milner  
Printed Name: John S. Milner  
Public in and for the State of Washington  
Residing at: Mount Vernon  
My appointment expires: 12/5/2018



## Exhibit A

An apartment located within the Cascadian Farm barn and on its upper story, the said barn being located on a parcel of land described as follows:

The South 130 feet of the Northeast 1/4 of the Southeast 1/4 of Section 20, Township 35 North, Range 10 East, W. M. EXCEPT that portion of the said South 130 feet lying East of a North-South line 41 feet East of the Southeast corner of a concrete loading dock attached to the Cascadian Farm barn at its Southeast corner and 55 feet East of the Northeast corner of the Cascadian Farm barn foundation, ALSO EXCEPT that portion of the said South 130 feet lying West of a North-South line 15 feet West of and parallel to the concrete shop floor running along the West end of the said Cascadian Farm barn, the said boundary adjustment parcel being 20,800 square feet, more or less, and SUBJECT TO THE RESERVED RIGHT of the Grantors, their heirs and assigns to a right of way for ingress, egress and utility service over, along and across the roadway built by Cascadian Farm in 1985 up to a maximum of 20 feet on either side of its centerline which crosses the East end of the described parcel and also traverses the North edge of the said parcel in an East-West direction, provided that no part of the right of way reserved shall encroach upon the existing barn which lies along the South edge of the described parcel.

The rights of Landlord and Tenant are more fully described in a Residential Rental Agreement dated June 13, 1986.

## Exhibit B

LEGAL DESCRIPTION  
FOR  
EUGENE B. KAHN  
OF AN  
ACCESS EASEMENT THROUGH THE CASCADIAN FARM PROPERTY

April 19, 1996

A non-exclusive easement for ingress, egress, and utilities, over, under, and through those portions of the hereinafter described 30 foot wide strip of land which lies in Government Lot 1, Section 20, Township 35 North, Range 10 East, W.M. and/or in Government Lot 1 in Section 29, Township 35 North, Range 10 East, W.M. the centerline of said 30 foot strip is described as follows:

Commencing at the northeast corner of Government Lot 1 in said Section 20; thence N 87°43'17"W along the north line thereof, a distance of 871.36 feet to the point of beginning of this centerline description; thence S 02°37'15"E, a distance of 100.95 feet; thence S 10°50'07"E, a distance of 122.27 feet to the point of curvature of a curve to the left having a radius of 574.43 feet; thence along said curve through a central angle of 10°50'19" and an arc length of 108.66 feet; thence S 21°40'26"E, a distance of 214.42 feet to the point of curvature of a curve to the right having a radius of 403.35 feet; thence along said curve through a central angle of 12°26'52" and an arc length of 87.63 feet to the point of compound curvature with a curve to the right having a radius of 93.70 feet; thence along said curve through a central angle of 89°38'27" and an arc length of 146.59 feet; thence S 80°24'53"W, a distance of 391.13 feet; thence S 82°37'32"W, a distance of 134.18 feet to the point of curvature of a curve to the left having a radius of 50.00 feet; thence along said curve through a central angle of 80°56'39" and an arc length of 70.64 feet to the west line of Government Lot 1 in said Section 20; thence S 01°40'53"W along said west line, a distance of 418.13 feet to the south line of said Section 20; thence southerly along the west line of Government Lot 1 in said Section 29, a distance of 300 feet more or less to the northerly right-of-way line of State Route 20 and end of this centerline description.

Situated in Skagit County, Washington.

