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07/06/2018 10:13 AM Pages: 1 of 9 Fees: \$107.00 Skagit County Auditor

Prepared By:: **CT LIEN SÓLUTIONS** PO BOX 29071 GLENDALE, CA 91209-9071

Assessor's Parcel or Account Number: See Attached Abbreviated Legal Description: Lot: See Attached Section: See Attached



WHEREAS the indebtedness secured by the mortgage described below has been fully paid and satisfied, Rabo AgriFinance LLC, P.O. Box 411995, St. Louis, MO, 63141, owner and holder of the debt, hereby declares that the lien of said mortgage is forever discharged and satisfied.

Description/Additional information: See attached.

Original Mortgagee: Rabo AgriFinance LLC Mortgagee's Address: P.O. Box 411995, St. Louis, MO,

63141

Original Mortgagor: Sakland Enterprises, LLC, a Washington limited liability company

Mortgagor's Address: 17400 Cook Road, Burlington, WA, 98233

Recorded in Skagit County , WA, on 07/05/2012 as Inst # 201207050043

Date of Mortgage: 01/17/2012 Amount of Mortgage: Undisclosed Amount

Dated: 07/03/2018

Lender:

Rabo AgriFinance LLC

By: Evelyn Rivas Its: Authorized Signer

When Recorded Return To: LIEN SOLUTIONS PO BOX 29071

GLENDALE , CA 91209-9071 Phone #: 800-833-5778

STATE OF CALIFORNIA, LOS ANGELES COUNTY

On July 03, 2018 before me, the undersigned, a notary public in and for said state, personally appeared Evelyn Rivas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ELVA L. REYES Notary Public - California Los Angeles County Commission # 2235449 My Comm. Expires Mar 23, 2022

Notary Public Elva L. Reyes

Commission Expires: 03/23/2022

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Parcel A: Lots 2 & 3 Short Plat No. PL-000-0224 being a portion of S1/2SW1/4 Section 24, Township 35 North, Range 3 East. Parcel B: Portion of NW1/4NW1/4 of Section 25, Township 35 North, Range 3 East lying within Lot 2, Short Plat No. 1-84. Parcel C: NW1/4NE1/4 Section 21, Township 34 North, Range 3 East. Parcel D: W1/2SW1/4NE1/4 Section 21, Township 34 North, Range 3 East. Parcel E: NW1/4 and that portion of W1/2SW1/4 lying northerly of centerline of Joe Leary Slough, Section 26, Township 35 North, Range 3 East. Parcel F: E1/2NE1/4 of Section 27, Township 35 North, Range 3 East.

Additional legal is on page 12 of document.

## Assessor's Property Tax Parcel/Account Number:

☐ Assessor Tax # not yet assigned

P34777, P117297, P34809, P22226, P22228, P121304, P34835, P34836, P34837, P34838, P119036, P34840, P34852, P34855, 350324-3-005-0007, 350324-3-004-0100, 350325-2-003-0109, 340321-1-005-0005, 340321-1-007-0003, 340321-1-007-0300, 350326-2-001-0001, 350326-2-002-0000, 350326-2-003-0009, 350326-2-004-0008, 350326-3-001-0200, 350326-3-002-0008, 350327-1-001-0002, 350327-1-004-0009

#### **EXHIBIT A**

Sakland RE Term 2011
MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

## Legal Description of Real Estate

Skagit County, Washington

#### Parcel A:

Lots 2 and 3, Short Plat No.PL-00-0224, as approved September 29, 2000, and recorded October 17, 2000, under Auditors File No. 200010170118, and being a portion of the South half of the Southwest Quarter of Section 24, Township 35 North, Range 3 East of W.M.

Situate in Skagit County, Washington.

ParcelB: That portion of the Northwest Quarter of the Northwest Quarter of Section 25, Township 35 North, Range 3 East of W.M., lying within Lot 2, Short. Plat No. 1-84, approved January 9, 1985, recorded January 11, 1985, in Book 6 of Short Plats, page 199, under Auditors File No. 8501110011.

EXCEPT that portion of said Lot 2 lying westerly of the Northerly extension of the Easterly line of Lot 1 of said Short Plat No. 1-84.

Situate in Skagit County, Washington.

ParcelC: The Northwest Quarter of the Northeast Quarter of Section 21, Township 34 North, Range 3 East, W.M., Except road and except that portion thereof conveyed to Drainage District No 15 by Deed dated January 11,1906, and recorded February 13,1906 in Volume 59 of deeds, page 518.

Together with an easement for access and the installation and maintenance of utilities over the South 660 feet of the East 20 feet of the North Half of the Northwest Quarter, Section 21, Township 34 North, Range 3 East, W.M., and over the West 20 feet of the Southwest Quarter of the Northeast Quarter of Section 21, Township 34 North, Range 3 East of W.M., as conveyed by easement recorded January 3, 1996, and February 12, 1996, under Auditors File Nos. 9601030082, 9602120003 and 9602120004, respectively, records of Skagit County, Washington.

Parcel D:

The West Half of the Southwest Quarter of the Northeast Quarter of Section 21, Township 34 North, Range 3 East, W.M.;

EXCEPT the West 20 feet thereof,

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ALSO EXCEPT road and ditch rights of way: ALSO EXCEPT the following described parcel:

Beginning at the Southeast corner of the said Northeast Quarter (East 1/4 corner); thence South 88 degrees 50'08' West along the South line of said Northeast Quarter for a distance of 1,966.07 feet to the Southeast corner of said West half of the Southwest Quarter of the Northeast Quarter; thence North 0

Degrees 49'49" West along the East line of said subdivision for a distance of 25.00 feet to the Northerly right of waymargin of Mclean Road and being the true point of beginning; thence continue North 0

degrees 49'49" West along said East line for a distance of 721.73 feet, more or less, to the southerly right of way of that certain 20.00 foot strip conveyed to Skagit County Drainage District No. 15 per Skagit County Court Cause No. 4542; thence South 37 degrees 15'38" West (called North 36 degrees East in said Superior Court Cause No. 4542) along said southerly margin for a distance of 278.99 feet to an angle point on said southerly margin; thence South 85 degrees 30'38" West (called North 84 degrees 15'East in said Superior Court Cause No. 4542) along said Southerly margin for a distance of 224.09 feet; thence South 1 degrees 36'34" East for a distance of 490.17 feet, more or less, to said northerly right of way margin of Mclean Road at a point bearing South 88 degrees 50'08" West from the true point of beginning; thence North 88 degrees 50'08" East along said northerly margin for a distance of 389.08 feet, more or less to the true point of beginning.

Together with a 20.00 foot widenon-exclusive mutually beneficial easement for ingress, egress and utilities (and maintenance thereof) over, under and across a portion of said West half of the Southwest Quarter of the Northeast Quarter being 10.00 feet (left/west) and 10.00 feet (right/east) of the following described centerline:

Beginning at the Southeast corner of said Northeast Quarter (East quarter comer); thence South 88 degrees 50'08" West along the South line of said Northeast Quarter for a distance of 1,966.07 feet to the Southeast corner of said West half of the Southwest Quarter of the Northeast Quarter, thence North0 degrees 49'49" West along the East line of said subdivision for a distance of 25.00 feet to the Northerly right of waymargin of Mclean Road; thence South 88 degrees 50'08" West along said Northerly margin for a distance of 386.88 feet to the center of an existing gravel driveway and being the true point of beginning of said centerline description; thence North 05 degrees 00'22" West for a distance of 93.83 feet; thence North 00 degrees 00'730" West for a distance of 40.76 feet; thence North 06 degrees 48'03" East for a distance of 63.68 feet; thence North 22 degrees 5359" East for a distance of 22.90 feet; thence North 01 degrees 50'35" East for a distance of 12.57 feet; thence North 38 degrees 11'05" West for a distance of 28.98 feet, more or less, to the west line of the last exceptions parcel described above and being the terminus of said centerline. (the intent of the centerline description is to follow the center of the existing gravel drive as it existed in December 2003) Sidelines of said 20.00 foot wide easement are to be lengthened or shortened as necessary to conform to property ownership lines.

Situate in Skaqit County, Washington.

Sakland RE Term 2011 mortgage, Assignment of Rents, Security Agreement, Fixture filing and Request for Notice

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## ParcelE:

The Northwest Quarter and that portion of the West half of the Southwest Quarter lying northerly of the centerline of Joe Leary Slough, Section 26, Township 35 North, Range 3 East of W.M. EXCEPT Benson Road and EXCEPT that portion of the Southwest Quarter of the Northwest Quarter lying southerly of the centerline of Joe Leary Slough.

Situate in Skagit County, Washington.

Parce F: The East half of the Northeast Quarter of Section 27, Township 35 North, Range 3 East, W.M., Except Benson Road and except that portion of the Southeast Quarter of the Northeast Quarter lying southerly of the centerline of Joe Leary Slough.

Situate in Skagit County, Washington.

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#### EXHIBIT B

Sakland RE Term 2012 MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

#### **Additional Property**

associated with mortgage by Sakland Enterprises on land located in Skagit County, Washington

(list specific additional Property, if any)

Sakland RE Term 2012 UCC-1 FINANCING STATEMENT FILING INFORMATION

- (a) all buildings, structures, improvements, fixtures, attachments, appliances, equipment, machinery and other articles now or hereafter erected on, affixed or attached to, or located in or on the real estate and any interest in the real estate located in Skagit County, Washington, and described in <a href="EXHIBIT B">EXHIBIT B</a> (the "Land"), including all watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, windmills, and fences (the "Improvements");
- (b) all easements, rights-of-way and rights appurtenant to the Land or used in connection the Land or as a means of access thereto ("Easements");
- (c) the ground water on, under, pumped from or otherwise available to the Collateral or any drainage, retention, ditch, canal, reservoir, or other water rights, whether as a result of overlying groundwater rights, contractual rights, or otherwise and whether riparian, appropriative, or otherwise; the right to remove or extract any such ground water including any permits, rights or licenses granted by any any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government ("Governmental Authority") and any rights granted or created by any easement, covenant, agreement or contract with any Person; and any rights to which the Collateral or Debtor is entitled with respect to surface water, whether such rights are appropriative, riparian, prescriptive or otherwise and whether or not pursuant to historical use, contractual agreement, permit or other governmental authorization; any water right, water allocation for water not yet delivered, distribution right, delivery right, any proscriptive, contractual, easement or other rights necessary or convenient to convey any water to the Collateral, water storage right, or other water-related entitlement appurtenant to or otherwise applicable to the Collateral by virtue of the Collateral being situated within the boundaries of any governmental water district irrigation district or other local agency or within the boundaries of any private water company, or other non-governmental entity (collectively, "Water Rights");
  - (d) all other tenements, hereditaments and appurtenances to the Land;
- (e) minerals, oil, gas, and other hydrocarbon substances, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and other interests and estates in, under and on the Land and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized (the "Mineral Rights"):
  - (f) timber now or hereafter standing or cut;
- (g) leases, subleases, licenses, occupancy agreements, concessions and other agreements, granting a possessory interest in and to, or the right to extract, mine, reside in, sell, or use the Collateral (collectively, the "Leases"):
- (h) all utility contracts, maintenance agreements, management agreements, service contracts and other agreements directly related to the operation and maintenance of the Collateral;
- i) all bushes, groves, trees, plants, vines or other plantings, upon or under the Land ("<u>Plantings</u>") including all varieties of Plantings that produce fruit, nuts, or other crops in more than one crop year ("<u>Permanent Crop Plantings</u>");
- (j) any shares, or any rights under such shares, of any private water company, mutual water company, or other non-governmental entity pursuant to which Debtor or the Collateral may receive water (collectively, the "Water Stock") and any

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other certificated and uncertificated securities, securities entitlements, securities accounts and commodities accounts, including all stock, bonds and commodities contracts, or other investment property described in <u>EXHIBIT C</u> attached;

- (k) all intellectual property rights under U.S. or foreign patent, copyright or trademark laws, the Plant Variety Protection Act or similar laws or subject to license from the holder of any such intellectual property rights (collectively "Permanent Crop Planting IP Rights");
- (I) working drawings, instructional manuals, and rights in processes directly related to the operation of the Collateral, and all other general intangibles described in EXHIBIT C;
- (m) other tangible personal property of every kind and description, whether stored on the Land or elsewhere, including all goods, materials, supplies, tools, books, records, chattels, furniture, machinery and equipment (except motor vehicles, trailers, and planting, tillage and harvesting equipment rolling stock) or which is in all cases (i) directly related to the operation of the Collateral or acquired in connection with any construction or maintenance of the Land or the Improvements, (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements, or (iii) described in <a href="EXHIBIT C">EXHIBIT C</a> attached;
  - (n) all permits and licenses relating or pertaining to the use or enjoyment of the Collateral;
- (o) proceeds of and any unearned premiums on any insurance policies covering the Collateral, including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Collateral (the "Insurance Claims");
- (p) all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate (the "Condemnation Awards");
- (q) money or other personal property of Debtor in addition to the foregoing deposited with or otherwise in Mortgagee's or Secured Parties possession;
- (r) rights and interests underany interest rate swap, interest rate caps, interest rate collars or other similar agreement between Borrower and a Swap Counterparty, for the purpose of fixing or limiting interest expense, or any foreign exchange, currency hedging, commodity hedging, security hedging or other agreement between Grantor and Secured Parties or any of their affiliates, for the purpose of limiting the market risk of holding currency, a security or a commodity in either the cash or futures markets, including all rights to the payment of money from Secured Parties under the Hedging Agreements; and all accounts, deposit accounts, and general intangibles, including payment intangibles, described in any of the Hedging Agreements;
  - (s) all other real or personal property described in EXHIBIT C;
- (t) the right, in the name and on behalf of Debtor, upon notice to Debtor, to appear in and defend any action or proceeding brought with respect to the Collateral and to commence any action or proceeding to protect the interest of Mortgagee or Secured Parties in the Collateral; and
- (u) substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

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# EXHIBIT C

Sakland RE Term 2012 MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

## **Additional Property**

associated with mortgage by Sakland Enterprises on land located in Skagit County, Washington (list specific additional Property, if any)

NONE

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# EXHIBIT C

Sakland RE Term 2012 MORTGAGE, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

# Additional Property

associated with mortgage by Sakland Enterprises on land located in Skagit County, Washington (list specific additional Property, if any)

WATER RIGHT #G1-25757C

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