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10/18/2018 03:35 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

Name & Return Address:

First American Title
121 South 8th St STE 1250
Minneapolis, MN 55402

Washington State Recorder's Cover Sheet (RCW 65.04) Please print legibly or type information.

Document Title(s)	Termination of Lease GUARDIAN NORTHWEST TITLE CO. 116636
Grantor(s)	Cargill Feed and Nutrition ____ Additional Names on Page ____ of Document
Grantee(s)	Dynamic Sign Company ____ Additional Names on Page ____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section)	portion of SW-SW 1-34-3 and portion SE-SE 2-34-3 Complete Legal Description on Page ____ of Document
Auditor's Reference Number(s)	9312290166
Assessor's Property Tax Parcel/Account Number(s)	P20933, P85134
Non Standard Fee \$50.00 By signing below, you agree to pay the \$50.00 non standard fee. I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Signature of Party Requesting Non Standard Recording NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements. The Auditor/Recorder will rely on the information provided on this cover sheet. Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

THE STATE OF MINNESOTA)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HENNEPIN)

1. Affiant is the President of Cargill Feed and Nutrition of Cargill, Incorporated ("**Cargill**"). Cargill is the owner (the "**Owner**") of the real property described in Exhibit A attached hereto and made a part hereof for all purposes (said land and all improvements located thereon hereinafter the "**Property**"). I have full authority to execute this instrument on behalf of Owner and bind Owner hereto. This Affidavit is being given for the purposes of confirming that a certain unrecorded lease has expired and is of no further force and affect.

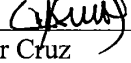
2. The Memorandum of Lease recorded on December 29, 1993 as Skagit County Auditor's No. 9312290166 (the "**Memo of Lease**") is in connection with that certain unrecorded lease dated August 20, 1993 between Cargill, as Lessor, and Dynamic Sign Company, as Lessee, for an advertising structure affecting the Property attached hereto as Exhibit B. Said unrecorded lease has expired by its terms therewith and is of no further force and affect and Cargill thereby desires to terminate and release the Memo of Lease.

3. This Affidavit is being recorded in the Skagit County Auditor's Office, Washington to evidence the expiration of said unrecorded lease and to terminate and release the Memo of Lease from record.



4. The foregoing information is true and correct in all respects, to the best knowledge and belief of Affiant. Affiant assumes no personal liability under this Affidavit, and makes this Affidavit only on behalf of the Company, and not in an individual or other capacity.

Dated effective this 5 day of October, 2018.

CARGILL, INCORPORATED

By: 
Name: Pilar Cruz
Title: President, Cargill Feed and Nutrition

Subscribed and sworn to before me this
4 day of October, 2018


SIGNATURE OF NOTARY PUBLIC
JENNIFER L DINGMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2020


THIS INSTRUMENT WAS PREPARED BY:
Jennifer Dingmann
Cargill Law Dept.
15407 McGinty Road West MS 24
Wayzata, MN 55391
Phone: 952-742-5049

NOTARIAL STAMP OR SEAL (OR OTHER
TITLE OR RANK)

EXHIBIT A
Legal Description

PARCEL "A" (Tax Account No.: 340302-4-009-0000 (P85134)):

ALL THAT PORTION OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S RIGHT-OF-WAY IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 3 EAST, OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 2, DISTANT NORTHERLY 441.72 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 2, THENCE SOUTH 63°27'50" WEST (BEARING ASSUMED FOR THE PURPOSE OF THIS DESCRIPTION) ALONG A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 150.0 FEET FROM THE CENTER LINE OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S MAIN LINE TRACK A DISTANCE OF 448.8 FEET TO THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED DATED NOVEMBER 24, 1997 FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY TO NORTHWEST FUEL COMPANY, INC., RECORDED UNDER AUDITOR'S FILE NO. 9712110022, RECORDS OF SKAGIT COUNTY, WASHINGTON, SAID EASTERLY LINE OF SAID DEED BEING PARALLEL WITH AND DISTANT 275.0 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES FROM THE NORTHWESTERLY EXTENSION OF THE NORTHEASTERLY LINE OF 60.0 FOOT WIDE MAIN STREET, ACCORDING TO THE RECORDED PLAT OF AVON; THENCE NORTH 28°52'18" WEST ALONG SAID EASTERLY LINE OF SAID DEED A DISTANCE OF 126.10 FEET TO A LINE PARALLEL WITH AND DISTANT SOUTHEASTERLY 24.0 FEET FROM SAID CENTERLINE; THENCE NORTH 63°27'50" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 514.20 FEET TO SAID EAST LINE OF SECTION 2, THENCE SOUTH 00°58'30" EAST ALONG SAID EAST LINE A DISTANCE OF 139.67 FEET TO THE POINT OF BEGINNING.

EXCEPT THOSE ACCESS RIGHTS CONVEYED TO THE STATE OF WASHINGTON BY SPECIAL WARRANTY DEED RECORDED APRIL 21, 2006 AS SKAGIT COUNTY AUDITOR'S FILE NO. 200604210087.

PARCEL "B" (Tax Account No.: 340301-0-012-0002 (P20933)):

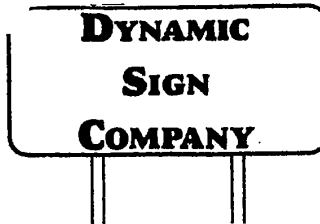
THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., LYING BETWEEN THE SOUTH LINE OF THE GREAT NORTHERN RAILROAD RIGHT-OF-WAY AND THE NORTH LINE OF THE STATE HIGHWAY RIGHT-OF-WAY AS SAID RIGHT-OF-WAY IS SHOWN ON THAT CERTAIN MAP APPROVED MAY 20, 1944 ENTITLED "SR 20 BAYVIEW-BURLINGTON NAVAL ACCESS ROAD" ON SHEET 1 OF 2 ON FILE WITH THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION.

EXCEPT FROM ALL OF THE ABOVE, THE RIGHT-OF-WAY OF DRAINAGE DISTRICT NO. 19, AS CONDEMNED IN SKAGIT COUNTY SUPERIOR COURT CAUSE NO. 8889, RECORDS OF SKAGIT COUNTY, WASHINGTON.

AND EXCEPT MINERAL RIGHTS AS RESERVED BY THE UNITED STATES OF AMERICA BY DEED RECORDED UNDER AUDITOR'S FILE NO. 370956 IN VOLUME 164 OF DEEDS, PAGES 373-374, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THOSE ACCESS RIGHTS CONVEYED TO THE STATE OF WASHINGTON BY SPECIAL WARRANTY DEED RECORDED APRIL 21, 2006 AS SKAGIT COUNTY AUDITOR'S FILE NO. 200604210087.

(360) 671-4020
(360) 738 1176 FAX

**Ex B**

BOX 1480
Bellingham, WA
98227

LEASE EXTENSION

RE: 800' E/1494 SR 20, Skagit County WA Lease dated 8-20-93

It is understood that said Lease is hereby extended an additional one (1) year period, from June 1, 1999 to June 1, 2000.

Total monthly rental payment shall be increased to [REDACTED] which includes Lessee hooking into Lessor's electric system to illuminate sign faces. All other terms and conditions remain the same. Attached is subject Lease.

ACKNOWLEDGED AND ACCEPTED:
CARGILL, INC.

By: [Signature]

Lessor

5/28/99
date

It's

[Signature]

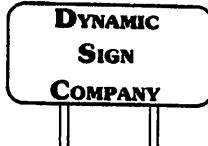
[Signature]
Lessee
DYNAMIC SIGN COMPANY

Matt Minninger

5/28/99
date

671-4020

EX. B

Box 1480
Bellingham WA
98227City XXXXXX Burlington, State Washington, Date 8-20-93The undersigned lessor, for valuable consideration hereby leases and grants exclusively to DYNAMIC SIGN COMPANY, Lessee, the property described as 800' E/1495 SR 20situated ~~XXXX~~ near the City of Burlington, County of Skagit, State of Washington
for a term of five years from October 15, 19 93 for the purpose of erecting and maintaining advertising signs, including necessary structures, devices, illumination and connections, upon the terms and conditions herein contained.The consideration shall be at the rate of *****month Dollars per month rental, payable by Lessee monthly, in advance

the rental commencement date shall be the earlier of (1) the date above specified for commencement of the term of this lease, or (2) the date of completion of construction of the advertising sign structure, and the first rental payment shall be paid by Lessee within 10 days after said rental commencement date.

The person signing the lease as or for Lessor represents and warrants that he is the owner or the representative of the owner of the property and is duly authorized to execute this lease. The word "Lessor" as herein used shall include and mean all persons signing this lease as "Lessor". The lease is binding upon the heirs, assigns and successors of both the Lessor and Lessee.

If the view of the property or Lessee's signs is obstructed or impaired, or the value of such signs is diminished by reason of diversion or reduction of traffic, the Lessee shall have the right to reduce rental in direct proportion to its loss in revenue. If, for any reason, a building permit for the erection of such signs is denied, or the use of such signs shall otherwise be prevented by law, Lessee shall have the option (1) to terminate this lease, in which case Lessor shall refund to Lessee all rent paid for the unexpired term, or (2) to continue the lease in force, in which event no rent shall accrue while such condition continues.

The lease shall continue in force after the term thereof from year to year, unless terminated at the end of such term or any additional year thereof, upon written notice of termination by Lessor or Lessee, served not less than thirty days before the end of such term or additional year.

Lessee shall protect and save harmless Lessor from all damage to persons or property by reason of accidents resulting from the neglect or willful acts of its agents, employees or workmen in the construction, maintenance, repair or removal of its signs on the property.

Lessee shall remain the owner of all signs and improvements placed by it on the property and has the right to remove them at any time.

SPECIAL CONDITIONS

Lessor to allow Lessee to hook into their electric system with the ~~XXXX~~ Lessee paying \$ monthly additional. Total monthly payment to Lessor to be \$

by DYNAMIC SIGN COMPANY, Lessee

Per Matt ManningSigned Marvin Kell - District Manager
LessorLocation Description Hwy 20 N Line 1200' N/
Avon Allen E & W Face

Address

