

Return Address:



200003220019

Kathy Hill, Skagit County Auditor

3/22/2000 Page 1 of 6 8:55:43AM

P90084

LAND TITLE COMPANY OF SKAGIT COUNTY

Document Title(s) (or transactions contained therein):

1. Involuntary Assignment of Lease
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

on page of _____ of document

Grantor(s) (Last name, First, Middle Initial)

1. State of Wash
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Grantee(s) (Last name, First, Middle Initial)

1. LaConner Pier LLC
- 2.
- 3.
4. _____ Additional names on page _____ of document.

Legal description: (Lot, block, plat name, section-township-range)

Tract 18 La Conner Tidelands

Plate 18

_____ Additional legal is on page _____ of document.

Assessor's Property Tax Parcel Account Number(s):

4129-018-900-2304

4129-018-900-

4129-018-900-1801

2205

4129-018-900-1900

4129-018-900-2007

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER
Commissioner of Public Lands
Olympia, Washington 98504**

INVOLUNTARY ASSIGNMENT OF LEASE

NOTICE OF AND CONSENT TO ASSIGNMENT NO. 22-002354

THIS AGREEMENT is made by and between the STATE OF WASHINGTON acting through the Department of Natural Resources ("State"), and LACONNER PIER, L.L.C., a Washington Limited Liability Company, whose address is 110 Caledona, PO Box 731, LaConner, WA 98257 ("Assignee").

BACKGROUND

A. Lease No. 22-002354 was entered into on the 1st day of October, 1989 (the "Commencement Date"), by and between R. J. DUECK as Lessee and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Skagit County Auditor's office under recording number 9201230066 (the "Lease").

B. This Lease was assigned to Assignee by virtue of Bankruptcy. The Lease prohibits an assignment without State's consent. Assignee desires to assume the rights, duties, and liabilities of Lessee under the Lease. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, the parties agree as follows:

1. ACCEPTANCE AND INDEMNIFICATION

Assignee gives notice of its intent to assume the obligations as Lessee under the Lease, and agrees to faithfully perform and discharge those obligations according to the terms of the Lease.

2. NO RELEASE

State is not releasing the previous Lessee from fully performing the provisions of the Lease.

3. MODIFICATION OF LEASE AT TIME OF ASSIGNMENT

The assignment and any modification or amendment to the Lease shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Lease and any previous or contemporaneous amendments.

22-002354



4. WARRANTIES

Assignee represents and warrants to State that (i) the Lease is in full force and effect; (ii) any breaches or defaults under the lease that existed at the time the Lease was involuntary assigned to Assignee have been fully cured and Assignee is not in default or breach of the Lease; (iii) Assignee has no knowledge of any claims, offsets, or defenses of the Assignee or of any previous lessee under the Lease; (iv) rents due subsequent to this assignment have not been paid in advance by the Assignee or by any previous lessee; and, (v) to the best of Assignee's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws. Assignee shall defend, indemnify and hold State harmless from any claims or causes of action, known or unknown, of the Assignee or its predecessors in interest that have or may arise from circumstances that precede this assignment, for any breach of the foregoing warranties and for subsequent claims or causes of action arising from State's consent to this assignment that may be asserted by any of Assignee's predecessors in interest.

5. CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing, State consents to the Assignment of Lease to Assignee. However, State expressly conditions this consent on the understanding that neither State's consent nor its collection of rent from Assignee shall be a waiver of the covenant against future assignments or subletting. Furthermore, State's acceptance of Assignee as Lessee shall not be construed as releasing any previous Lessee from full performance of the provisions of the Lease. Except as set forth in this Agreement, no provision of this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of the State be obtained before any further assignment of the Lease or subletting of the property occurs.



THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES

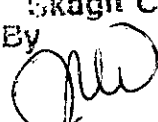
By: 
WILLIAM J. WALLACE

Its: Northwest Region Manager

Dated: 1-14-00 8, 2000

34409
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

MAR 22 2000

Amount Paid \$
Skagit Co. Treasurer
By  Deputy

ASSIGNEE:

LACONNER PIER, L.L.C.,
a Washington Limited Liability Company

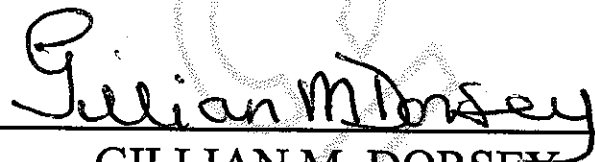
By: 
CRAIG W. DORSEY

Its: Manager

Dated: February 4, 2000

ASSIGNEE:

LACONNER PIER, L.L.C.,
a Washington Limited Liability Company

By: 
GILLIAN M. DORSEY

Its: Manager

Dated: FEB. 4, 2000



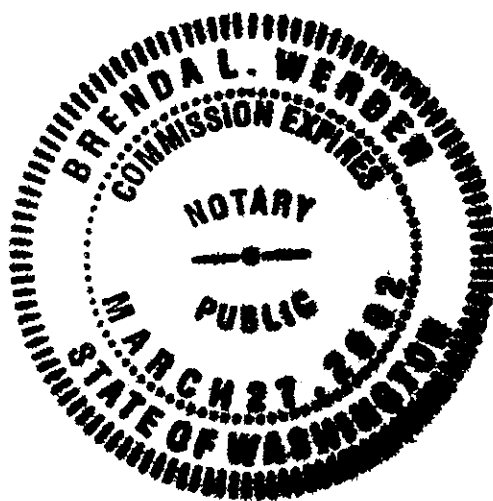
STATE OF WASHINGTON)

COUNTY OF)

SS.

I certify that I know or have satisfactory evidence that WILLIAM J. WALLACE is the person who appeared before me, and is the Northwest Region Manager of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES. I further certify that said person acknowledged the foregoing to be the free and voluntary act of the STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES for the uses and purposes mentioned in the instrument, and on oath stated that he is duly authorized to execute and acknowledge said instrument.

SEAL



DATED: March 8, 2000

Brenda L. Werden

Brenda L. Werden

(Type/Print Name)

Notary Public in and for the State of Washington
residing at: Sedro-Woolley

My Commission Expires: March 27, 2002.

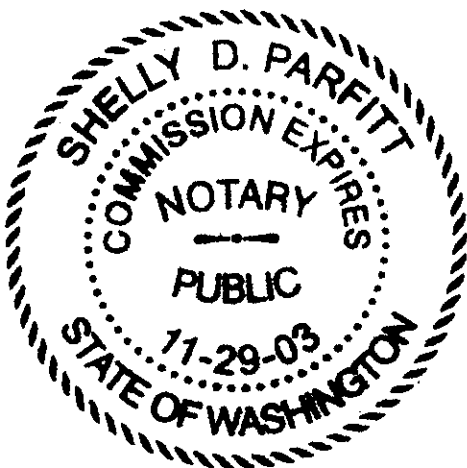


STATE OF WASHINGTON)

COUNTY OF Skagit)^{SS.}

I certify that I know or have satisfactory evidence that CRAIG W. DORSEY is the person who appeared before me, and is the Manager of LACONNER PIER, L.L.C. ("Assignee"). I further certify that said person acknowledged the foregoing instrument to be the free and voluntary act of the Tenant for the uses and purposes mentioned in the instrument, and on oath state that he is duly authorized to execute and acknowledge said instrument.

SEAL



DATED: February 4, 2000

Shelly D. Parfitt

Shelly D. Parfitt

(Type/Print Name)

Notary Public in and for the State of Washington
residing at: 13448 Bridgeview Wy, Mt Vernon

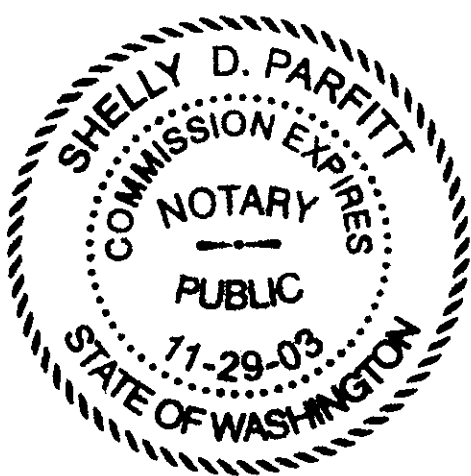
My Commission Expires: 11/29/03

STATE OF WASHINGTON)

COUNTY OF Skagit)^{SS.}

I certify that I know or have satisfactory evidence that GILLIAN M. DORSEY is the person who appeared before me, and is the Manager of LACONNER PIER, L.L.C. ("Assignee"). I further certify that said person acknowledged the foregoing instrument to be the free and voluntary act of the Tenant for the uses and purposes mentioned in the instrument, and on oath state that she is duly authorized to execute and acknowledge said instrument.

SEAL



DATED: February 4, 2000

Shelly D. Parfitt

Shelly D. Parfitt

(Type/Print Name)

Notary Public in and for the State of Washington
residing at: 13448 Bridgeview Wy, Mt Vernon

My Commission Expires: 11/29/03

