

Skagit County Auditor  
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**AFTER RECORDING, RETURN TO:**

Laura Minton Breckenridge  
Furlong Butler Attorneys  
825 Cleveland Avenue  
Mount Vernon, WA 98273

Document Title: **ASSIGNMENT OF LEASEHOLD INTEREST**

Grantor: Richard D. Tinney

Grantee: Norman E. Nutter and Bonita L. Nutter 2012  
Revocable Trust

**Abbreviated Legal Description:**

SLIP 9, LOT 3 OF TWIN BRIDGES MARINA LLC BSP NO. PL06-0878, RECORDED UNDER AF#200803130084, BEING LOCATED IN PORTION OF SECTION 2, SECTION 11 AND SECTION 12 OF TOWNSHIP 34 NORTH, RANGE 2 EAST.

Complete or Additional Legal Description on **Exhibit A** of Document.

Assessor's Parcel/Tax I.D. Number: P127532/8076-000-003-0000

Other Document Affected: <sup>AF#</sup> 201411180050

## ASSIGNMENT OF LEASEHOLD INTEREST

This ASSIGNMENT OF LEASEHOLD INTEREST ("Assignment") is entered into this 18<sup>th</sup> day of November, 2014 ("Effective Date") by and between RICHARD D. TINNEY ("Tinney"), and NORMAN E. NUTTER AND BONITA L. NUTTER 2012 REVOCABLE TRUST ("Nutter") and is consented to by TWIN BRIDGE MARINE PARK, L.L.C., a Washington limited liability company ("Landlord"). Tinney, Nutter and Landlord are collectively referred to herein as "Parties."

### RECITALS

A. By Twin Bridges Marine Commercial Lease Agreement dated July 21, 2005 ("Lease"), Landlord leased to Tinney approximately 2,720 square feet of open water moorage space known as Boathouse Slip Number 9 ("Premises") the legal description of which is set forth in the attached **Exhibit A** which by this reference is incorporated herein. A Memorandum of Lease was recorded in Skagit County, Washington on Tuesday, November 18, 2014 under Auditor's File No. 201411180050. By this reference the Lease and Memorandum of Lease are incorporated herein. In connection with leasing the Premises, Tinney was also granted under the Lease certain non-exclusive licenses to use certain common areas, as described in the Lease, in the Twin Bridges Marina.

B. Pursuant to the terms and conditions of the Lease, specifically Section 7.1, the assignment of the Lease to Nutter requires the prior written consent of Landlord and Landlord is willing to consent to this Assignment upon the terms and conditions set forth herein. By executing the consent Landlord consents to both: a) Tinney's sale of the boathouse ("Boathouse") to Nutter; and b) assignment of the Lease to Nutter.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS HEREBY AGREED AS FOLLOWS:

### AGREEMENT

1. Recitals. The Parties agree to the facts set forth in the Recitals set forth above.
2. Definitions. All capitalized terms used in this Assignment that are not defined herein shall have the same meaning as set forth in the Lease or the Purchase and Agreement entered into between Tinney and Nutter dated November 7, 2014 ("Purchase Agreement").
3. Transfer and Assignment. Tinney hereby sells, transfers, assigns, delivers and

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GRANTEE: NUTTER REVOCABLE TRUST



Lease. Nutter shall indemnify, defend and hold Tinney harmless from and against any and all claims, assessments, rents, expenses, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings, whether in law or in equity, judgments, fines, awards and expenses of every kind and nature whatsoever (collectively "Claims"), including, without limitation, attorneys' fees and costs arising out of or relating to, directly or indirectly, in whole or in part, the Lease, accruing from and after the Closing Date.

4. Assumption of Obligations. Nutter hereby assumes and agrees to observe and perform all of the obligations, covenants and duties of Tinney under the Lease arising or accruing from and after the date of this Assignment, including without limitation, all covenants and obligations of Tinney under the Lease. Nutter further agrees to defend, indemnify and hold Tinney and his respective affiliates and their partners, managers, members, shareholders, officers, directors, employees, successors and assigns, harmless from all Claims arising or accruing under the Lease from and after the date of this Assignment.

5. Disclosure. Attached as **Exhibit B**, which by this reference is incorporated herein, is the disclosure required by Skagit County Code Section 14.38.030 regarding Natural Resource Lands.

6. Governing Law. This instrument shall be construed and enforced in accordance with and governed by the laws of the State of Washington.

7. Binding Effect. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns. The indemnification obligations of the parties hereunder shall survive the Closing.

8. Attorneys' Fees. In the event any dispute or action between Tinney and Nutter should result in litigation, the prevailing party shall be reimbursed for all of its costs incurred in connection with such dispute or action, including, without limitation, expert witness and attorneys' and accountants' fees and costs.

9. Counterparts. This Assignment may be executed in any number of counterparts, all such counterparts shall be deemed to constitute on and the same instrument, and each of said counterparts shall be deemed an original hereof.

10. Obligations Under Lease. This Assignment, as consented to by Landlord, as incorporated herein, shall release and relieve the obligations of Tinney under the Lease. Accordingly, in the event of a default, as defined in the Lease, Landlord may pursue any of its remedies expressed in the Lease only against Nutter.

11. Representation. Nutter represents it has read and is familiar with the terms and

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**GRANTEE: NUTTER REVOCABLE TRUST**

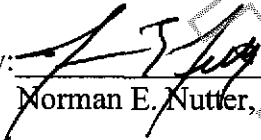


under the Lease, including but not limited to Basic Rent and CAM Expenses as those terms are defined under the Lease.

**NUTTER:**

**TINNEY:**

NORMAN E. NUTTER AND BONITA L.  
NUTTER 2012 REVOCABLE TRUST

By:   
Norman E. Nutter, Trustee

  
RICHARD D. TINNEY

By:   
Bonita L. Nutter, Trustee

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**GRANTEE: NUTTER REVOCABLE TRUST**



CONSENT OF LANDLORD

The Landlord consents to the assignment of the Premises on the specific terms and conditions contained in this Assignment. As provided for in Section 7.1 of the Lease, with this consent, Landlord hereby: a) consents to the assignment of the Lease and the sale of the Boathouse to Nutter; b) releases Tinney from all obligations under the Lease; and c) authorizes the recording of this Assignment in the records of Skagit County.

LANDLORD:

TWIN BRIDGE MARINE PARK, L.L.C.,  
a Washington limited liability company

By: William J. Youngsman  
William J. Youngsman, Manager

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**GRANTOR: RICHARD D. TINNEY**  
**GRANTEE: NUTTER REVOCABLE TRUST**



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT )

On November 17, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Norman E. Nutter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 17<sup>th</sup> day of November, 2014.



Jennifer A. Lee

Type/Print Name: Jennifer A. Lee

Notary Public in and for said State

Residing at Mount Vernon

My commission expires: 9/19/2016

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT )

On November 17, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Bonita L. Nutter personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 17<sup>th</sup> day of November, 2014.



Jennifer A. Lee

Type/Print Name: Jennifer A. Lee

Notary Public in and for said State

Residing at Mount Vernon

My commission expires: 9/19/2016

ASSIGNMENT OF LEASEHOLD INTEREST  
GRANTOR: RICHARD D. TINNEY  
GRANTEE: NUTTER REVOCABLE TRUST



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On November 13, 2014, before me, the undersigned, a notary public in and for said state, personally appeared Richard D. Tinney personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, executed the instrument.

Witness my hand and official seal this 13<sup>th</sup> day of November, 2014.



Jennifer A. Lee  
Type/Print Name: Jennifer A. Lee  
Notary Public in and for said State Washington  
Residing at Mount Vernon.  
My commission expires: 9/19/2016.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On November 17, 2014, before me, the undersigned, a notary public in and for said state, personally appeared William J. Youngsman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal this 17<sup>th</sup> day of November, 2014.



Jennifer A. Lee  
Type/Print Name: Jennifer A. Lee  
Notary Public in and for said State  
Residing at Mount Vernon.  
My commission expires: 9/19/2016.

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**Exhibit A**

**Legal Description**

Slip No. 9 of:

LOT 3 OF TWIN BRIDGES MARINA LLC BSP NO. PL06-0878, RECORDED  
UNDER AF#200803130084, BEING LOCATED IN PORTION OF SECTION 2,  
SECTION 11 AND SECTION 12 OF TOWNSHIP 34 NORTH, RANGE 2 EAST.

Situate in Skagit County, Washington.

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## Exhibit B

### Disclosure



#### Right to Manage Natural Resource Lands Disclosure

Skagit County's policy is to enhance and encourage Natural Resource Land management by providing County residents notification of the County's recognition and support of the right to manage Natural Resource Lands, e.g., farm and forest lands.

Skagit County Code 14.38.030(2) requires, in specified circumstances, recording of the following disclosure in conjunction with the deed conveying the real property:

This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County.

A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands.

Washington State Law at RCW 7.48.305 also establishes that:

...agricultural activities conducted on farmland and forest practices, if consistent with good agricultural and forest practices and established prior to surrounding nonagricultural and nonforestry activities, are presumed to be reasonable and shall not be found to constitute a nuisance unless the activity or practice has a substantial adverse effect on public health and safety. ...An agricultural activity that is in conformity with such laws and rules shall not be restricted as to the hours of the day or day or days of the week during which it may be conducted.

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