



201701040043

Skagit County Auditor

\$81.00

1/4/2017 Page

1 of

9 11:42AM

**WHEN RECORDED RETURN TO:**

**DNR**

919 N. Township Street  
Sedro-Woolley, WA 98284

SKAGIT COUNTY

156369-SE

**DOCUMENT TITLE(S):**

Notice of Consent to Assignment of Lease

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

201511130097

**GRANTOR:**

Washington State Department of Natural Resources

**GRANTEE:**

JAKARI, LLC, a Washington limited liability company

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn Tr. 9, Corrected Supp. Plate #18, LaConner Tidelands & Ptn Harbor Area; 36-34-2 E.W.M.

**TAX PARCEL NUMBER(S):**

P74491

When recorded, return to:  
JAKARI, LLC  
837 E. Gilkey Road  
Burlington, WA 98233-3023



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
Peter Goldmark - Commissioner of Public Lands

## NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE

### LEASE No. 22-A02661

Grantor: Washington State Department of Natural Resources  
Grantee(s): James & Marylou Caudill  
Legal Description: Section 36, Township 34 North, Range 2 East, W.M.  
Assessor's Property Tax Parcel or Account Number: P74489  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P74489

### I. NOTICE OF ASSIGNMENT

This Notice of Assignment ("Agreement") is made by and between JAMES & MARY LOU CAUDILL, a marital community, whose address is 9875 Seacrest Lane, Bow, WA 98232 ("Assignor") and JAKARI, LLC, a limited liability company, whose address is 837 Gilkey Road, Burlington, WA 98233 ("Assignee").

### BACKGROUND

Lease No. 22-A02661 was entered into on the 25<sup>th</sup> day of August, 2004, by and between James & Mary Lou Caudill 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 201511130097 (the "Lease").

Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Tenant under the Lease. The Lease prohibits an assignment without State's consent. State is willing to give its consent based upon the assurances and agreements made in this Agreement.

THEREFORE, Assignor and Assignee agree as follows:

#### **SECTION 1 NOTICE OF INTENT TO ASSIGN**

Assignor gives notice of its intent to assign Lease to Assignee. Assignor warrants to State and Assignee that Assignor will assign all of its rights, title, and interest as Tenant under the Lease to Assignee effective the 1<sup>st</sup> day of December, 2016, for the balance of the term as provided in the Lease upon State's consent to the assignment.

#### **SECTION 2 NOTICE OF INTENT TO ASSUME**

Assignee gives notice of its intent to assume all the duties and liabilities of Tenant under the Lease for the balance of the Lease term as provided in the Lease effective the 1<sup>st</sup> day of December, 2016. By signing this Agreement, Assignee guarantees faithful performance and discharge of the duties and liabilities of Tenant according to the terms of the Lease.

#### **SECTION 3 NO RELEASE**

State does not release Assignor from fully performing the provisions of the Lease. Assignor agrees that State and Assignee may change, modify, or amend the Lease in any way, including the rent to be paid. Any change, modification, or amendment of the Lease shall not release Assignor from fully performing the provisions of the Lease. Assignor remains liable to State to the same extent as if no assignment had been made.

#### **SECTION 4 MODIFICATION OF LEASE AT TIME OF ASSIGNMENT**

The assignment and any change, modification, or amendment to the Lease shall occur contemporaneously. Assignee has the obligation to obtain a copy of the Lease and any contemporaneous amendments. Assignee has the further obligation to provide Assignor with a copy of any contemporaneous amendments.

#### **SECTION 5 FURTHER ASSIGNMENTS**

Further assignments may be made, without notice to or consent of Assignor, and without in any manner releasing or relieving Assignor from liability under the Lease. Assignor shall remain liable under all the terms, covenants, and conditions of the Lease as to the end of the term of the Lease. Further assignment shall not be made without prior written consent of State.

## **SECTION 6 WARRANTIES**

Assignor represents and warrants to State and to Assignee that:

- (a) The Lease is in full force and effect;
- (b) Assignor is not in default or breach of the Lease;
- (c) Assignor has no knowledge of any claims, offsets, or defenses of any Tenant under the Lease;
- (d) Rents due subsequent to this assignment have not been paid in advance by any Tenant; and
- (e) To the best of Assignor's knowledge, the property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

Assignor shall defend, indemnify and hold State harmless from any breach of the foregoing warranties and from any claims or causes of action, known or unknown, of Assignor that have or may arise from circumstances that precede this assignment.

## **SECTION 7 NOTICE**

Assignor instructs State to send all future notices to Assignee. Assignee has the obligation to keep Assignor informed about the activities on the property and Assignee's performance of its obligations under the Lease. Assignee shall send to Assignor copies of any notices it receives or sends to State. Assignor has the obligation to remain informed of Assignee's activities on the property, Assignee's performance of its obligations under the Lease, and Assignee's financial condition. State has no obligation to provide Assignor any notice or information concerning the Lease. Assignee and Assignor shall not rely on State to inform Assignor.

## **SECTION 8 NOTICE TO STATE AND RECORDATION**

Assignor agrees to provide written notice to State that the assignment has been executed and to record the assignment in the county in which the property resides. Such assignment, notice, and recording must occur within 60 days of the date upon which this Agreement is executed. Assignor may record either the assignment document or a memorandum of assignment. Written notice to State under this Section shall include a copy of the assignment document or memorandum of assignment. If Assignor fails to notify State of the assignment in accordance with this Section, this Agreement shall be void.

## SECTION 9 CONSTRUCTION

This Agreement shall be construed under the laws of the State of Washington. In the event of conflict between any term, condition, or provision of any agreement between the Assignor and Assignee, and the terms of this Agreement or the Lease, the terms of this Agreement and the Lease shall control. In the event of conflict between any term, condition, or provision of this Agreement and the Lease, this Agreement shall control.

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

ASSIGNOR:  
MARY LOU CAUDILL

Dated: 12/19/, 2016

  
MARY LOU CAUDILL

Address: 9875 Seacrest Lane  
Bow, WA 98232  
Phone: 360-391-1618

ASSIGNEE:  
JAKARI, LLC

Dated: 12/19, 2016

  
JASON VANDENBOSCH

Dated: 12/19, 2016

  
KAREN VANDENBOSCH

Title: Members  
Address: 837 E. Gilkey Road  
Burlington, WA 98233-3023  
Phone: 360-770-8205

## II. CONSENT TO ASSIGNMENT BY STATE

In consideration of the foregoing Agreement, State consents to the Assignment of the 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 restricting future assignments or subletting. Furthermore, State's acceptance of Assignee as Tenant shall not be construed as releasing Assignor from full performance of the provisions of the Lease. Except as set forth in the foregoing Agreement, no provision of the Agreement or this consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of State be obtained before any further assignment of the Lease or subletting of the property occurs. If State fails to receive written notice of the assignment in accordance with Section 8 of the foregoing Agreement, State's consent shall be void.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated:

Dec 23, 2016

By:

Peter Goldmark

Name:

PETER GOLDMARK

Title:

Commissioner of Public Lands

Address:

1111 Washington Street SE

PO Box 47027

Olympia, WA 98504-7027

Approved as to Form

This 17 day of September 2014 by

Jennifer Morey, Assistant Attorney General

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WASHINGTON )

County of Skagit ) ss.  
)

I certify that I know or have satisfactory evidence that MARY LOU CAUDILL is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: December 19, 2014

(Seal or stamp)



Lesslie Kaye Kahns  
(Signature)

Lesslie Kaye Kahns  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Skagit County  
My appointment expires 8/1/2019

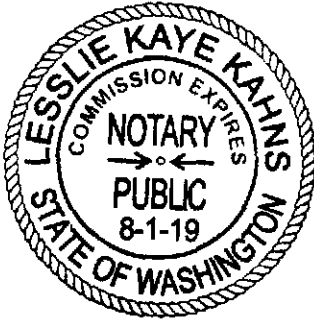
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that JASON VANDENBOSCH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Member of JAKARI, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 19, 2016

(Seal or stamp)



Lesslie Kaye Kahns  
(Signature)  
Lesslie Kaye Kahns  
(Print Name)

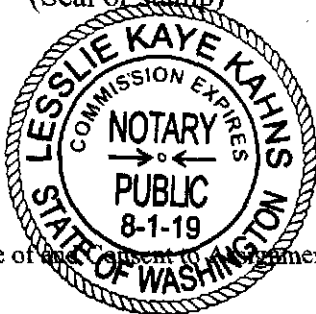
Notary Public in and for the State of Washington,  
residing at Skagit County  
My appointment expires 8/1/2019

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I certify that I know or have satisfactory evidence that KAREN VANDENBOSCH is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Member of JAKARI, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 19, 2016

(Seal or stamp)



Lesslie Kaye Kahns  
(Signature)  
Lesslie Kaye Kahns  
(Print Name)

Notary Public in and for the State of Washington,  
residing at Skagit County  
My appointment expires 8/1/2019



STATE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

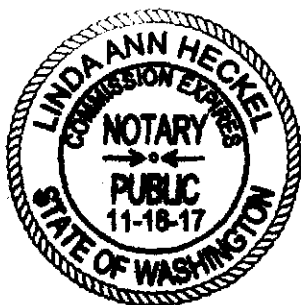
I certify that I know or have satisfactory evidence that PETER GOLDMARK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 23<sup>rd</sup>, 2016

(Seal or stamp)

Linda Ann Heckel  
(Signature)

Linda Ann Heckel  
(Print Name)



Notary Public in and for the State of Washington,  
residing at Olympia  
My appointment expires 11-18-17