



201908190047

08/19/2019 11:25 AM Pages: 1 of 10 Fees: \$162.50
Skagit County Auditor

Return Address:

Grant B. Anderson
Anderson Law & Escrow, PLLC
3700 Pacific Highway E. #301
Fife, WA 98424

Land Title and Escrow

01-171638-0 #1

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Notice of and Consent to Assignment of Lease
3. _____ 4. _____

Reference Number(s) of Documents assigned or released: 201501120101

Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)

1. Washington State Department of Natural Resources
2. _____

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Nell Thorn, LLC, a Washington Limited Liability Company
2. _____

Additional names on page _____ of document.

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

SE 1/4 SE 1/4, Section 36, Township 34 North, Range 2 East, W.M.

Auditor's Reference Number: 201410280099

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned P-74455

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard 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.

Grant B. Anderson Land Title Signature of Requesting Party

When recorded, return to:
Susan and Casey Schanen
Nell Thorn, LLC
PO Box 1563
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 19 2019

Amount Paid \$
Skagit Co. Treasurer
By *HB* Deputy



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE

LEASE No. 22-A02689

Grantor: Washington State Department of Natural Resources
Grantee(s): Nell Thorn, LLC
Legal Description: SE 1/4 SE 1/4, Section 36, Township 34 North, Range 2 East, W.M. Auditor
Reference Number 201410280099
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with
this lease: P74455

I. NOTICE OF ASSIGNMENT

This Notice of Assignment ("Agreement") is made by and between NELL THORN, LLC, a Washington Corporation, whose address is PO Box 1563, La Conner, WA 98257 ("Assignor") and NOTIO FELIX, LLC, a Washington Corporation, whose address is 2005 E Mercer Street, Seattle, WA 98112 ("Assignee").

BACKGROUND

Lease No. 22-A02689 was entered into on the 17th day of December, 2014, by and between NELL THORN, LLC as Tenant and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), and recorded with the Skagit County Notice of and Consent to Assignment of Lease Page 1 of 9 Lease No. 22-A02689

Auditor's office under recording number 201501120101 (the "Lease").
Assignor now possesses the rights, duties, and liabilities under 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 19th day of May, 2019, 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 19th day of May, 2019. 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

Notice of and Consent to Assignment of Lease Page 2 of 9

Lease No. 22-A02689

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 this Agreement and 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:

NELL THORN, LLC

Dated: May 28th, 2019By: Joshua Casey Schanen
JOSHUA CASEY SCHANENBy: Susan Schanen
SUSAN SCHANEN

Title: Members

Address: PO Box 1563

La Conner, WA 98257

Phone: 360-466-4261

ASSIGNEE:

NOTIO FELIX, LLC

Dated: 29 May, 2019By: Theodor L. Furst
THEODOR L. FURST

Title: Member

Address: 2005 E. Mercer Street
Seattle, WA 98112

Phone: 206-851-7340

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: June 26, 2019 By: Amalia Walton
Name: AMALIA WALTON
Title: DEPUTY SUPERVISOR FOR
AQUATICS AND GEOLOGY
Address: 1111 WASHINGTON STREET SE
MS 47027
OLYMPIA, WA 98504-7027

Master approved as to Form this
6th day of August 2018
Jennifer Clements, Assistant Attorney General

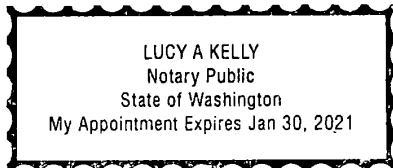
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Skyi7)

I certify that I know or have satisfactory evidence that JOSHUA CASEY SCHANEN 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 NELL THORN, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 28th 2019

Lucy A. Kelly
(Signature)



Lucy A. Kelly
(Print Name)

Notary Public in and for the State of Washington,
residing at La Cour

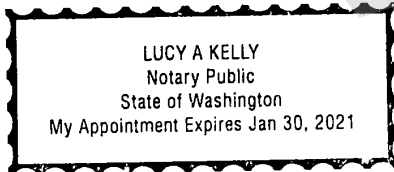
My appointment expires 01/30/2021

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF WASHINGTON _____)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that SUSAN SCHANEN 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 NELL THORN, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 28th 2019



Lucy A. Kelly
(Signature)

Lucy A. Kelly
(Print Name)

Notary Public in and for the State of Washington,
residing at La Cour

My appointment expires 01/30/2021

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that THEODOR L. FURST 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 NOTIO FELIX, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

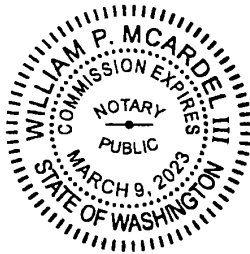
Dated: 5/29/19

William P. McArde III
(Signature)

William P. McArde III
(Print Name)

Notary Public in and for the State of Washington,
residing at Bellevue, WA

My appointment expires 03/09/2023



STATE OF WASHINGTON)
) ss.
County of Thurston)

Dated: June 26, 2019
(Seal or stamp)



Andrea Wagner
(Signature)

Andrea Wagner
(Print Name)

Notary Public in and for the State of
Washington, residing at

My appointment expires 9-16-22