

CTI 222722-NCS
Title No.620052154

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

Foster Garvey PC
Attn: Gary Fluhner
1111 Third Ave. Suite 3000
Seattle WA 98101

Assignment and Assumption of DNR Aquatic Lands Lease

Grantor (Assignor):	LOVRIC'S LANDING, LLC a Washington limited liability company
Grantee (Assignee):	GUEMES CHANNEL HOLDINGS, LLC a Washington limited liability company
Abbreviated Legal Description:	Govt. Lot 2 (NW1/4 NE1/4), Section 23, Township 35 North, Range 1 East, W.M. Complete legal description on <u>Exhibit A</u> .
Assessor's Tax Parcel ID#:	P31702
Reference No.:	201901230027

ASSIGNMENT AND ASSUMPTION OF DNR AQUATIC LANDS LEASE

This Assignment and Assumption of DNR Aquatic Lands Lease (this "Assignment"), effective as of the 22 day of February, 2023, is made by and between **LOVRIC'S LANDING, LLC**, a Washington limited liability company ("Assignor"), and **GUEMES CHANNEL HOLDINGS, LLC**, a Washington limited liability company ("Assignee").

RECITALS

A. Assignor, as tenant, is the tenant under an aquatic land lease with the State of Washington, acting through the Department of Natural Resources ("DNR") dated January 1, 2019 and commonly known as Lease No. 22-A02606, as amended from time to time (the "DNR Lease") with respect to the premises and improvements located at 3022 Oakes Avenue in the City of Anacortes, Skagit County, Washington, as further described herein.

B. Assignee, in connection with Assignee's purchase of the Property (as defined below) from Assignor, will acquire Assignor's interest in the DNR Lease, and is willing to assume all of the obligations of the Assignee under the DNR Lease accruing on and after the date of this Assignment; and Assignor wishes to transfer all of Assignor's interest under the DNR Lease to Assignee.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property. The "Property" means the real property located in Skagit County, Washington which is legally described in Exhibit A attached to this Assignment, together with the building, structures and other improvements located thereon.

2. Lease. The "DNR Lease" means the lease defined in Recital A above and more particularly described in Exhibit B to this Assignment.

3. Assignment. Assignor hereby grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the DNR Lease.

4. Assumption. Assignee hereby assumes the covenants, agreements and obligations of Assignor as tenant under the DNR Lease which are applicable to the period and required to be performed from and after the date of this Assignment and Assignee further assumes all liability of Assignor from and after the date of this Assignment. No person or entity, other than Assignor, shall be deemed a beneficiary of the provisions of this Section 4.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Indemnification. Assignor shall indemnify, defend, protect and hold harmless Assignee from and against all obligations of the Assignor under the DNR Lease (including, without limitation, attorney's fees, costs and expenses reasonably incurred in connection with any litigation, threatened litigation, or default) to the extent such obligations were applicable to the period prior to the date of this Assignment or required to be performed prior to the date of this

Assignment. Assignee shall indemnify, defend, protect and hold harmless Assignor from and against all obligations of the Assignee under the DNR Lease (including, without limitation, attorney's fees, costs and expenses reasonably incurred in connection with any litigation, threatened litigation, or default) to the extent that such obligations are applicable to the period following the date of this Assignment and required to be performed following the date of this Assignment. For further clarity, the obligations contained in amended Exhibit B, as set forth in that certain Amendment and Notice of and Consent to Assignment of Lease dated as of even date herewith, are not the responsibility of Assignor, but after closing shall be the responsibility of Assignee.

7. Attorneys' Fees. In the event either party brings an action or any other proceeding against the other party to enforce or interpret any of the terms, covenants or conditions hereof, the party substantially prevailing in any such action or proceeding shall be paid all costs and reasonable attorneys' fees by the other party in such amounts as shall be set by the court, at trial and on appeal.

8. DNR. This Assignment is conditioned upon and subject to the terms of that certain Amendment and Notice of and Consent to Assignment of Lease between Assignee, Assignor and DNR.

[Signatures Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to the other as of the date first written above.

ASSIGNOR:

LOVRIC'S LANDING, LLC,
a Washington limited liability company

By: *Florence Lovric*
Name: Florence Lovric
Title: Member and Authorized Signer

ASSIGNEE:

GUEMES CHANNEL HOLDINGS LLC,
a Washington limited liability company

By: **STABBERT YACHT & SHIP HOLDING, LLC,**
its sole member

By: **THETIS, LLC,**
its managing member

By: _____
Lindsay A. Skorohod, its Manager and
Authorized Signatory

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment to the other as of the date first written above.

ASSIGNOR:

LOVRIC'S LANDING, LLC,
a Washington limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

GUEMES CHANNEL HOLDINGS LLC,
a Washington limited liability company

By: **STABBERT YACHT & SHIP HOLDING, LLC,**
its sole member

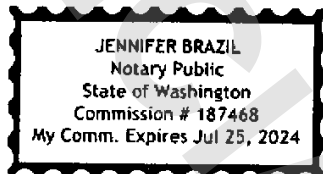
By: **THETIS, LLC,**
its managing member

By: Lindsay A. Skorohod
Lindsay A. Skorohod, its Manager and
Authorized Signatory

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Florence Lovric is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument as the Member and Authorized Signer of LOVRIC'S LANDING, LLC, a Washington limited liability company, and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Jennifer Brazil
 (Signature of Notary)

Jennifer Brazil
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
 of Washington, residing at Mount Vernon.
 My Appointment Expires: 7-25-2024.

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lindsay A. Skorohod is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that she is authorized to execute the instrument as the authorized signatory of THETIS, LLC, a Washington limited liability company, which is the managing member of STABBERT YACHT & SHIP HOLDING, LLC, a Washington limited liability company, which is the sole member of GUEMES CHANNEL HOLDINGS, LLC, a Washington limited liability company and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

 (Signature of Notary)

 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument as the _____ of LOVRIC'S LANDING, LLC, a Washington limited liability company, and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

 (Signature of Notary)

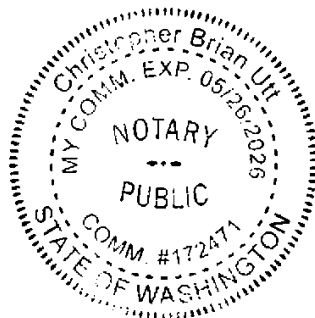
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My Appointment Expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

I certify that I know or have satisfactory evidence that Lindsay A. Sckorohod is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that she is authorized to execute the instrument as the authorized signatory of THETIS, LLC, a Washington limited liability company, which is the managing member of STABBERT YACHT & SHIP HOLDING, LLC, a Washington limited liability company, which is the sole member of GUEMES CHANNEL HOLDINGS, LLC, a Washington limited liability company and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



 (Signature of Notary)

Christopher Uff
 (Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My Appointment Expires: 05/26/2026

EXHIBIT A

THAT PORTION OF THE HARBOR AREA IN FRONT OF TRACT 2, PLATE 7, ANACORTES TIDE LANDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE INNER HARBOR LINE, WHICH IS SOUTH 71° 56' 58" WEST 449.71 FEET FROM THE NORTHEAST CORNER OF SAID TRACT 2;
CONTINUING THENCE ALONG SAID INNER HARBOR LINE SOUTH 71° 56' 58" WEST 114.50 FEET;
THENCE SOUTH 18° 03' 02" EAST 99.95 FEET;
THENCE SOUTH 71° 56' 58" WEST 852.40 FEET;
THENCE NORTH 18° 03' 02" WEST, ACROSS THE HARBOR AREA, FOR A DISTANCE OF 599.95 FEET TO THE OUTER HARBOR LINE;
THENCE NORTH 71° 56' 58" EAST ALONG SAID OUTER HARBOR LINE FOR A DISTANCE OF 966.90 FEET;
THENCE SOUTH 18° 03' 02" EAST, ACROSS THE HARBOR AREA, FOR A DISTANCE OF 500.00 FEET TO THE INNER HARBOR LINE AND THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

EXHIBIT B**DNR LEASE**

Lease No. 22-A02606 by and between the State of Washington, acting through the Department of Natural Resources, as landlord, and Lovric's Landing, LLC, as tenant, dated January 1, 2019, as amended by that certain Amendment and Notice of and Consent to Assignment of Leases dated on or about the date hereof.