

When recorded, return to:  
Ron Rennebohm  
10310 Farm to Market Road  
Bow, WA 98232



**202304170036**

04/17/2023 12:25 PM Pages: 1 of 8 Fees: \$210.50  
Skagit County Auditor

REVIEWED BY  
SKAGIT COUNTY TREASURER

DEPUTY BT

DATE 4-17-23



HILARY S. FRANZ  
COMMISSIONER OF PUBLIC LANDS

## NOTICE OF AND CONSENT TO ASSIGNMENT OF Lease No. 22-002416

### Lease No. 22-002416

Grantor: Washington State Department of Natural Resources  
Grantee(s): Bryan Hanson  
Legal Description: NE 1/4, Section 36, Township 34 North, Range 2 E, W.M.  
Skagit County Auditor Reference Number 200801080106  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P74251

### I. NOTICE OF ASSIGNMENT

This Notice of Assignment ("Agreement") is made by and between Ron Rennebohm, a single individual, whose address is 10310 Farm to Market Road, Bow, Washington, 98232 ("Assignor") and Bryan Hanson, a single individual, whose address is 4024 52<sup>nd</sup> Avenue Ct. NW, Gig Harbor, Washington, 98335 ("Assignee").

### BACKGROUND

Lease No. 22-02416 was entered into on the 12th day of December, 1991, by and between Joe E. and Delores Sanford, a marital community 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 200801080106 (the "Lease").

The Lease was previously assigned to Delores Sanford on or about November 8, 2007, and to Ron Rennebohm on or about November 16, 2007.

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 Lessee under the Lease to Assignee effective the 7th day of September, 2018, 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 Lessee under the Lease for the balance of the Lease term as provided in the Lease effective the 7th day of September, 2018. By signing this Agreement, Assignee guarantees faithful performance and discharge of the duties and liabilities of Lessee 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 Lessee under the Lease;
- (d) Rents due subsequent to this assignment have not been paid in advance by any Lessee; 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

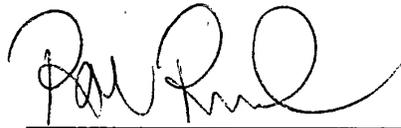
Assignor agrees to provide written notice to State that the assignment has been executed and to record this Agreement and the assignment in the county in which the property resides. Such assignment, notice, and recording must occur within 60 days of the date upon which this Agreement is executed. Assignor 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:  
RON RENNEBOHM



Dated: 10/9, 2018

Address: 10310 Farm to Market Road  
Bow, WA 98232  
Phone: 360-840-0000

ASSIGNEE:  
BRYAN HANSON



Dated: 11/9, 2018

Address: 4024 52<sup>nd</sup> Ave. Ct. NW  
Gig Harbor, WA 98335  
Phone: 503-616-1165

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 Lessee 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:   8/19  , 20  18  

By:   Kristin Swendal    
Name: ~~MICHAEL RECHNER~~ KRISTIN SWENDAL  
Title: ~~Acting~~ Aquatics Division Manager  
Address: 1111 Washington St SE  
MS 47027  
Olympia, WA 98504-7027



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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF WA )  
COUNTY OF Snohomish ) ss.

I certify that I know or have satisfactory evidence that RON RENNEBOHM is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/9/19

[Signature]  
(Signature)

Julie Pagano  
(Print Name)

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

My appointment expires 6/23/19



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Washington )  
 ) ss.  
COUNTY OF King )

I certify that I know or have satisfactory evidence that BRYAN HANSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

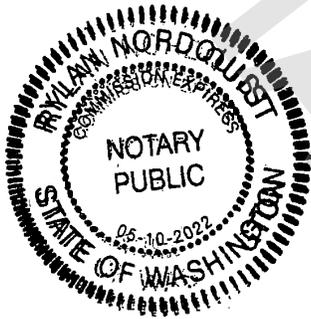
Dated: 11/8/18

[Signature]  
(Signature)

Rylan Nordquist  
(Print Name)

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

My appointment expires 05/10/2022



STATE ACKNOWLEDGMENT

STATE OF WASHINGTON )  
 ) ss.  
County of Thurston )

*Kristin Swenddal*

I certify that I know or have satisfactory evidence that ~~MICHAEL RECHNER~~ 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 ~~Acting~~ Aquatics Division Manager of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-19, 2018

(Seal or stamp)

*Andrea Wagner*  
\_\_\_\_\_  
(Signature)

*Andrea Wagner*  
\_\_\_\_\_  
(Print Name)

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

*Olympia*  
\_\_\_\_\_

My appointment expires 9-16-22

