

202311160032

11/16/2023 02:07 PM Pages: 1 of 5 Fees: \$207.50  
Skagit County Auditor

AFTER RECORDING RETURN TO:

Department of Enterprise Services  
Real Estate Services  
P. O. Box 41468  
Olympia, Washington 98504-1468

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

NOV 16 2023

Amount Paid \$  
By Skagit Co. Treasurer Deputy

Lease No. SRL 23-0027  
Project No. 22-04-124

NOT AN ORIGINAL  
-SCANNED COPY

(Sedro-Woolley) BET/ams  
Page 1 of 3  
Date: August 18-2023

LEASE AMENDMENT NO. 1

THIS Lease Amendment No. 1 modifies that certain Lease Number SRL 23-0027 dated March 13, 2023, not yet recorded, and is entered into among the Soli Deo Gloria LLC, a Washington limited liability company, whose address is 2225 Riverside Drive, Mount Vernon, Washington 98273, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Current Lessor, and Stuart Skelton and Denise Skelton, wife and husband whose address is 14789 River Bend Road, Mount Vernon, Washington 98273 for their heirs, executors, administrators, successors, and assigns hereinafter called the Replacement Lessor and the STATE OF WASHINGTON, Department of Natural Resources, acting through the Department of Enterprise Services, hereinafter called the Lessee.

\*2023 11160031

Legal description of leased premises:

**Tax Parcel Number:** P105306

**Common Street Address:** 632 Sunset Park Drive, Suites C & G, Sedro-Woolley, Washington 98284

Approximately 3,155 BOMA Rentable square feet of office and warehouse space on the 1<sup>st</sup> and 2<sup>nd</sup> floors where indicated on attached Exhibit "A", initialed by all parties and incorporated herein by reference, located at 632 Sunset Park Drive, Suites C & G, Sedro-Woolley, Washington 98284 together with on-site code parking in the front parking lot and unobstructed turn-around and parking space in back of the building legally described as Lot 21, Sunset Industrial Park-S/P SW-01-93 BSP, Recorded under Auditor's File Number 9406100051, County of Skagit, Washington.

**TERMS OF AMENDMENT:**

By Agreement of the above parties, this Lease Amendment does the following:

- 1) Changes the Lessor's name as provided in this Lease due to an ownership change, subject to the following provisions:

Please Initial
B T, K W

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Current Lessor agrees to release Lessee from any claims for rent or other charges under the Lease that arise after the effective date of this Amendment and to release the Lessee from any claims for rent or other charges under the Lease if the Lessee paid such rent or other charges to Replacement Lessor or other person or entity pursuant to a valid assignment of rents and/or ownership executed by the Current Lessor.

Replacement Lessor agrees to release and indemnify Lessee from any claims under the Lease or this Amendment against Lessee by any person or entity for payment of rent or other charges that Lessee pays to or as directed by Replacement Lessor. Further, Replacement Lessor warrants that it has full legal authority to lease this property to Lessee, and if it is determined to lack such authority, Replacement Lessor shall indemnify Lessee against claims brought against Lessee by any person or entity claiming the right to receive rent or payment pursuant to the Lease, which indemnification shall include, without limitation, all costs and expenses incurred defending such claim as well as all costs and expenses incurred in moving and business interruption, should that occur as a result of the claim.

Upon the effective date of this Lease Amendment, Lessee and Lessor agree that Replacement Lessor shall be considered the Lessor under the Lease, and Replacement Lessor agrees that it shall assume and perform all obligations of Lessor under the Lease.

- 2) Deletes paragraph 31 (NOTICES) of the original Lease dated March 13, 2023 in its entirety and replaces with the following:

#### NOTICES

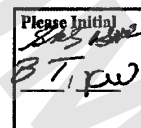
31. Wherever in this Lease written notices are to be given or made, except for alternative means of notice provided for the Duty to Cure and Self Help sections, the notices shall sent by certified mail to the address listed below unless a different address shall be designated in writing and delivered to the other party.

LESSOR: Stuart Skelton and Denise Skelton  
14789 River Bend Road  
Mount Vernon, Washington 98273

LESSEE: Department of Enterprise Services  
Real Estate Services  
Post Office Box 41468  
Olympia, Washington 98504-1468

- 3) All other terms, conditions, covenants, and amendments to this Lease, unless altered, modified, overridden, or changed herein, remain in full force and effect.
- 4) The effective date of this Amendment is September 1, 2023.

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IN WITNESS WHEREOF, the parties subscribe their names.

**Current Lessor:**  
Soli Deo Gloria LLCBy: Karen Westra  
Printed Name: Karen Westra  
Title: Former Owner  
Date: 9-28-23**Replacement Lessor:**By: Denise L.H. Skelton  
Printed Name: Denise L.H. Skelton  
Title: Owner  
Date: 9.25.23  
By: Stuart P. Skelton  
Printed Name: Stuart P. Skelton  
Title: Owner  
Date: 9-25-23

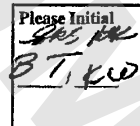
STATE OF WASHINGTON

Department of Natural ResourcesActing through the Department  
of Enterprise ServicesRichard J. Bushnell  
Richard J. Bushnell, Assistant Director  
Real Estate ServicesDate: 10/4/23

RECOMMENDED FOR APPROVAL:

Blake ThieleBlake Thiele, Property and Acquisition Specialist  
Real Estate ServicesDate: 9.22.23

APPROVED AS TO FORM:

By: Ben K. Thiele  
Assistant Attorney GeneralDate: 2 Oct 23

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STATE OF Washington )  
 ) ss.  
 County of Skagit )

On this 25 day of September, 2023 before me personally appeared Denise Skelton and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Karla Sanchez  
 Notary Public in and for the State of Washington,  
 Residing at Mount Vernon  
 My commission expires 11-7-26

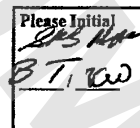
STATE OF Washington )  
 ) ss.  
 County of Skagit )

On this 25 day of September, 2023 before me personally appeared Stuart Skelton and said person(s) acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Karla Sanchez  
 Notary Public in and for the State of Washington,  
 Residing at Mount Vernon  
 My commission expires 11-7-26



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STATE OF Washington )  
 County of Skagit ) ss.

On this 28 day of September, 2023 before me personally appeared Karen Weston and said person(s) acknowledged that she signed this instrument, and on oath stated that she was authorized to execute the instrument and acknowledged it as the Former owner of Sol, Dev Gloria LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

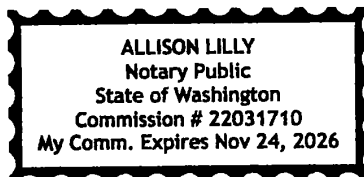


Karla Sanchez  
 Notary Public in and for the State of Washington,  
 Residing at Mount Vernon  
 My commission expires 11-7-26

STATE OF WASHINGTON )  
 ) ss.  
 County of Thurston )

I, the undersigned, a Notary Public, do hereby certify that on this 4<sup>th</sup> day of October, 2023, personally appeared before me RICHARD J. BUSHNELL, Assistant Director, Real Estate Services, Department of Enterprise Services, State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to execute said document.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Allison Lilly  
 Notary Public in and for the State of Washington,  
 Residing at Thurston County  
 My commission expires 11/24/26

