

When recorded, return to:  
Bryan Hanson  
17918 Cambridge Dr  
Arlington, WA 98223



HILARY S. FRANZ  
COMMISSIONER OF PUBLIC LANDS

**NOTICE OF AND CONSENT TO ASSIGNMENT OF LEASE**

**LEASE No. 22-A02416**

Grantor: Washington State Department of Natural Resources  
Grantee(s): BRYAN HANSON; JEFFREY R HIGHTOWER AND SARAH J HIGHTOWER  
Legal Description: SW1/4 NE1/4, Section 36, Township 34 North, Range 02 East, W.M.  
Auditor Reference Number(s): 202409040018  
Assessor's Property Tax Parcel or Account Number: Not Applicable  
Assessor's Property Tax Parcel or Account Number for Upland parcel used in conjunction with this lease: P74251

This Notice of and Consent to Assignment of Lease ("Agreement") is made by and between STATE OF WASHINGTON acting through the Department of Natural Resources ("State"), BRYAN HANSON, a single individual, whose address is 17918 Cambridge Dr Arlington, WA 98223 ("Assignor") and JEFFREY R HIGHTOWER AND SARAH J HIGHTOWER, a marital community, whose address is PO Box 863, La Conner, WA 98257 ("Assignee").

**BACKGROUND**

- A. Lease No. 22-A02416 was entered into on the 3rd day of September 2024, by and between BRYAN HANSON and State, and recorded with the Skagit County Auditor's Office under Auditor's File Number 202409040018 (the "Lease").

- B. The Lease is for the Property legally described in Exhibit A to the Lease.
- C. The term "Lease" in this Agreement includes all amendments to the Lease entered into previous to the date of this Agreement.
- D. Capitalized terms in this Agreement that are not expressly defined herein have the meaning assigned to them in the Lease.
- E. Assignor now possesses the rights, duties, and liabilities under the Lease.
- F. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Lessee 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 the 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 9th day of September 2024, 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 9th day of September 2024. 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 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 5 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 or against State;
- (d) Rent 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 harmless State 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 Agreement.

**SECTION 6 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.

The parties shall direct notices required or permitted under this Consent to the following addresses:

State: DEPARTMENT OF NATURAL RESOURCES  
Orca-Straits District  
919 North Township Street  
Sedro-Woolley, WA 98284

Assignor: BRYAN HANSON  
17918 Cambridge Dr  
Arlington, WA 98223

Assignee: JEFFREY AND SARAH HIGHTOWER  
PO Box 863  
La Conner, WA 98257

Any Party may change the place of delivery upon ten (10) days' written notice to the others. Notice is effective upon personal delivery or three (3) days after mailing.

#### **SECTION 7 RECORDATION OF AGREEMENT AND ASSIGNMENT AND NOTICE TO STATE**

Assignor agrees to provide written notice to State that an assignment between Assignor and Assignee has been executed and to record this Agreement and the assignment (or memorandum of assignment) between Assignor and Assignee 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. To meet the requirement that the assignment between the Assignor and Assignee be recorded, Assignor may record either the assignment document or a memorandum of assignment. Written notice to State under this Section shall include the recording number of this Agreement, the recording number of the assignment (or memorandum of assignment), and 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 8 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.

#### **SECTION 9 CONSENT BY STATE**

In consideration of the foregoing, 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 this Agreement, no provision of this 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 7 of this Agreement, State's consent shall be void.

#### **SECTION 10 COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed an  
Notice of and Consent to Assignment of Lease Page 4 of 9 Lease No. 22-A02416

original and all of which together shall constitute one and the same instrument as though all signatures appeared on one document.

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

Dated: 9/9/2024, 20  

ASSIGNOR:  
BRYAN HANSON

Bryan Hanson

Title:  
Address: 17918 Cambridge Dr  
Arlington, WA 98223  
Phone: 503-616-1165

Dated: 9/9/2024, 20  

ASSIGNEE:  
JEFFREY R HIGHTOWER

Jeffrey R Hightower

Title:  
Address: PO Box 863  
La Conner, WA 98257  
Phone: 206-979-0019

Dated: 9/9/2024, 20  

ASSIGNEE:  
SARAH J HIGHTOWER

Sarah Hightower

Title:  
Address: PO Box 863  
La Conner, WA 98257  
Phone: 206-979-0019

Dated: 9/10/2024, 20  

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES

Thomas Gorman

By: \_\_\_\_\_  
Name: THOMAS GORMAN  
Title: Aquatic Resources Division  
Manager  
Address: 1111 Washington St SE  
Olympia, WA 98501-7027

Notice of and Consent to Assignment  
Template approved as to form this  
5<sup>th</sup> day of December 2021  
Jennifer Clements, Assistant Attorney General

INDIVIDUAL ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON )  
 ) ss.  
County of skagit )

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

This notarial act involved the use of communication technology.

Dated: 9/9/2024, 20

(Seal or stamp)

KATHLEEN LOWE  
Notary Public  
State of Washington  
Commission # 23024315  
Commission Expires 8/10/2027

*Kathleen Lowe*

(Signature)

Kathleen Lowe

(Print Name)

Notary Public in and for the State of Washington, residing at Sedro-woolley, washington

My appointment expires 8/10/2027



INDIVIDUAL ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON )  
 ) ss.  
County of skagit )

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

*This notarial act involved the use of communication technology.*

Dated: 9/9/2024, 20

(Seal or stamp)

KATHLEEN LOWE  
Notary Public  
State of Washington  
Commission # 23024315  
Commission Expires 8/10/2027

*Kathleen Lowe*

(Signature)

Kathleen Lowe

(Print Name)

Notary Public in and for the State of  
Washington, residing at  
Sedro-woolley, washington

My appointment expires 8/10/2027

STATE ACKNOWLEDGMENT

Notarized online using audio-video communication

STATE OF WASHINGTON )  
 ) ss.  
County of skagit )

I certify that I know or have satisfactory evidence that THOMAS GORMAN is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Aquatic Resources 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.

*This notarial act involved the use of communication technology.*

Dated: 9/10/2024, 20  

(Seal or stamp)

**KATHLEEN LOWE**  
Notary Public  
State of Washington  
Commission # 23024315  
Commission Expires 8/10/2027

*Kathleen Lowe*

(Signature)

Kathleen Lowe

(Print Name)

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

My appointment expires 8/10/2027