



202503040062

03/04/2025 12:51 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

After Recording, please return to:

Port of Skagit County
15400 Airport Drive
Burlington, WA 98233
213753-LT

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Bena Thompson
DATE 3.4.25

Document Title(s): Second Amendment to Lease
Reference Number(s) of Documents assigned or released: (on page __ of document(s)) 202503040060
Grantor(s): Port of Skagit County, a Washington municipal corporation
Additional Names on page __ of document.
Grantee(s): Fortress West, LLC, a Limited Liability Company
Additional Names on page __ of document.
Abbreviated Legal Description: Ptn NW ¼, All SW ¼, 33-35-3 E W.M.
Additional legal is on page __ of document.
Tax Parcel Number(s): 350333-1-007-0108/P137112

SECOND AMENDMENT TO LEASE

This **SECOND AMENDMENT TO LEASE** (the "Second Amendment") is made and entered into this 24 day of January, 2025, by and between the **PORT OF SKAGIT COUNTY**, a Washington municipal corporation (hereinafter referred to as "Lessor"), and **FORTRESS WEST, LLC**, a Washington limited liability company, (hereinafter referred to as "Lessee").

WHEREAS, the Lessor and Lessee entered into that Land Lease Agreement dated September 20, 2019 and amended or modified as follows by First Amendment to Land Lease Agreement dated September 25, 2020 (the "Lease"), wherein the Lessor leased property to Lessee defined as the "Premises" in the Lease; and

WHEREAS, a completed survey of Lessee's leased premises reflects new legal description; and

WHEREAS, the Lessee's business type shall be known moving forward in this second amendment, and the previous First Amendment, and Land Lease Agreement as a Washington limited liability company; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions set forth in this Second Amendment.

NOW, THEREFORE, the Lease is hereby amended as follows:

1. Paragraph 1. PROPERTY SUBJECT TO THIS LEASE AGREEMENT/OPTION of the Lease is deleted in its entirety and replaced as follows:

Lessor hereby leases to Lessee the following real property located in Burlington, Washington, and more particularly described as follows (hereinafter referred to as the "Premises"):

Primary Lease Area:

A portion of property located on Bayview Road consisting of 52.3 acres more or less or approximately 2,278,188 square feet. Legal description attached as Exhibit A and property depiction attached as Exhibit B.

Option Area:

A portion of property located on Bayview Road consisting of approximately 14.85 acres or approximately 646,866 square feet (actual square footage and acreage to be determined).

Situated in County of Skagit, State of Washington.

2. **CLAIM WAIVER:** In partial consideration for the Lessor consenting to this Second Amendment, the Lessee does hereby forever release, indemnify, and hold harmless the Lessor and its commissioners, employees, and agents from any and all Claims arising from, or connected with, the Lease or the Premises through the date of this Second Amendment. For purposes of this paragraph, the term "Claims" means any and all claims, demands, lawsuits, judgments,

demands, fines or penalties, whether known or unknown and whether liquidated or unliquidated on the date of this Second Amendment.

3. **LEASE TERMS:** All other terms and conditions of the Lease shall remain the same and in full force and effect.

4. **VALIDATION:** IN WITNESS WHEREOF, Lessor has caused this instrument to be signed by its Executive Director by authority of the Commission of the Port of Skagit County, and this instrument has been signed and executed by Lessee, the day and year first above written

LESSEE:

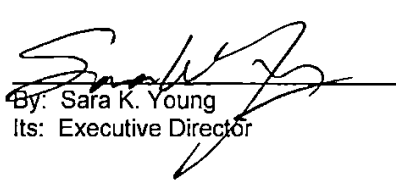
FORTRESS WEST, LLC



By: Maresa Desimone
Its: Agent

LESSOR:

PORT OF SKAGIT COUNTY

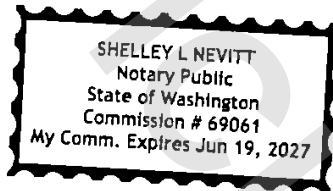


By: Sara K. Young
Its: Executive Director

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Sara K. Young, to me known to be the Executive Director of the Port of Skagit County, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 24 day of January, 2025.

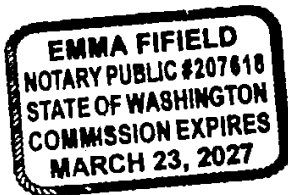


Shelley L. Nevitt
 Print Name: Shelley L. Nevitt
 NOTARY PUBLIC in and for the
 State of Washington, residing at Bow
 My commission expires: 6-19-2027

STATE OF WASHINGTON)
) ss.
 COUNTY OF Snohomish)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Maresa Desimone, to me known to be the Agent of FORTRESS WEST, LLC, and acknowledged the said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the party.

GIVEN under my hand and official seal this 23rd day of January, 2025.



Emma F. Field
 Print Name: Emma F. Field
 NOTARY PUBLIC in and for the
 State of Washington, residing at Snohomish County
 My commission expires: March 23, 2027

EXHIBIT A
SYSTIMA LEASE PARCEL

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33, AS MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "JUDY 7593" AT THE INTERSECTION OF BAY VIEW ROAD AND FARM TO MARKET ROAD;

THENCE SOUTH 88°37'13" EAST ALONG THE SOUTH LINE OF SAID SECTION 33, 384.80 FEET;

THENCE NORTH 00°00'00" EAST, 12.47 FEET TO THE NORTH EDGE OF ASPHALT PAVING OF BAY VIEW ROAD AND THE **TRUE POINT OF BEGINNING** OF THE LEASE PARCEL DESCRIBED HEREIN;

THENCE CONTINUING NORTH 00°00'00" EAST, 1,701.08 FEET,

THENCE NORTH 90°00'00" EAST, 1,326.00 FEET

THENCE SOUTH 00°00'00" EAST, 1,734.20 FEET TO A POINT ON THE NORTH EDGE OF ASPHALT PAVING OF SAID BAY VIEW ROAD FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 33, AS MARKED BY A 5/8" REBAR WITH PLASTIC CAP STAMPED "JUDY 7593", BEARS SOUTH 87°53'40" EAST, 890.15 FEET;

THENCE TRAVELING COINCIDENT WITH SAID NORTH EDGE OF ASPHALT AS CONSTRUCTED AT THE TIME OF THIS DESCRIPTION THE FOLLOWING NOMINAL COURSES AND DISTANCES:

THENCE NORTH 88°24'02" WEST, 333.32 FEET;

THENCE NORTH 88°30'24" WEST, 164.65 FEET;

THENCE NORTH 88°51'40" WEST, 164.72 FEET;

THENCE NORTH 88°38'18" WEST, 332.57 FEET;

THENCE NORTH 88°33'16" WEST, 331.15 FEET TO THE **TRUE POINT OF BEGINNING** AND THE **TERMINUS** OF THE LEASE PARCEL DESCRIPTION CONTAINED HEREIN;

CONTAINS 52.3 ACRES MORE OR LESS;

SITUATE IN SKAGIT COUNTY, WASHINGTON.

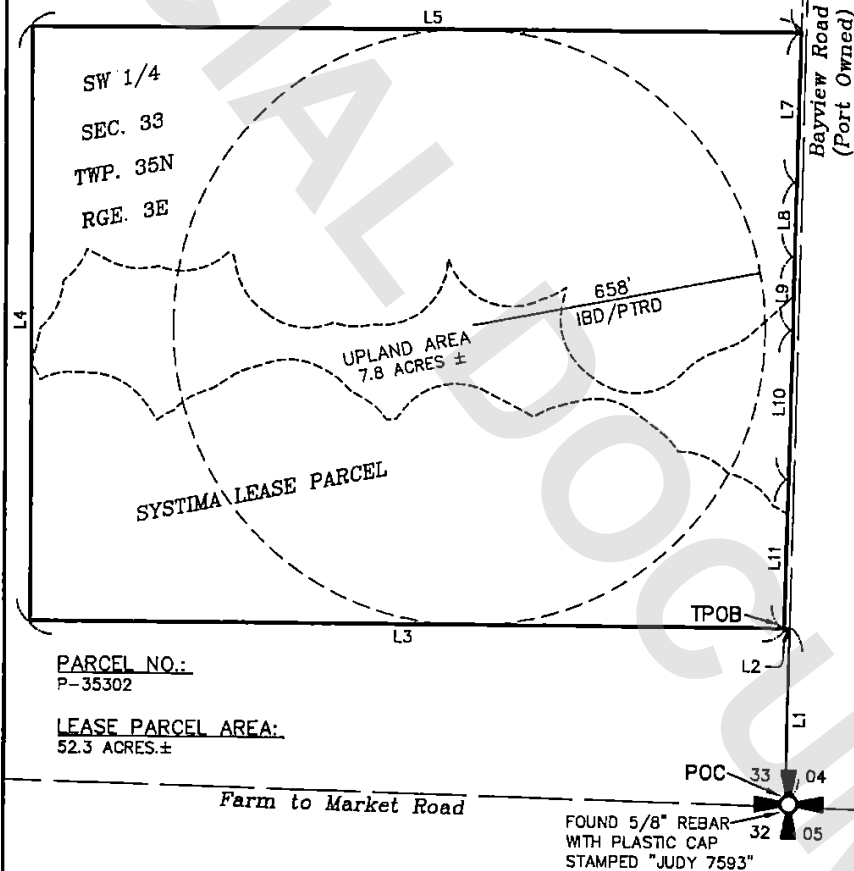
EXHIBIT B
SYSTIMA LEASE PARCEL

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S88°37'13"E	384.80'
L2	N0°00'00"E	12.47'
L3	N0°00'00"E	1701.08'
L4	N90°00'00"E	1326.00'
L5	S0°00'00"E	1734.20'
L6	S87°53'40"E	890.15'
L7	N88°24'02"W	333.32'
L8	N88°30'24"W	164.65'
L9	N88°51'40"W	164.72'
L10	N88°38'18"W	332.57'
L11	N88°33'16"W	331.15'

FOUND 5/8" REBAR
WITH PLASTIC CAP
STAMPED "JUDY 7593"



0 300
SCALE FEET



PARCEL NO.:
P-35302

LEASE PARCEL AREA:
52.3 ACRES ±

 **Wilson**
SURVEY/ENGINEERING

DATE
11-11-19
JOB NO.
12-118

LEASE PARCEL EXHIBIT MAP
SKAGIT COUNTY WASHINGTON
PORT OF SKAGIT
WITHIN THE SW 1/4, SEC. 33,
TWP. 35 N., RGE. 3 E., W.M.

SHEET
1
OF
1