



200307010094

Skagit County Auditor

7/1/2003 Page 1 of 6 11:18AM

COVER SHEET

RETURN TO:

Skagit State Bank

PO Box 285

Burlington WA 98233

DOCUMENT TITLE(S) ( or transactions contained herein):

LAND TITLE COMPANY OF SKAGIT COUNTY

Notice Of And Consent To Assignment of Lease

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

| | ADDITIONAL REFERENCE NUMBERS ON PAGE \_\_\_\_\_ OF DOCUMENT.

GRANTOR(S) ( Last name, first name and initials):

1. Skagit State Bank (Assignor)
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. Thomas E & Danielle L Palmer (Assignee)
- 2.
- 3.
- 4.

| | ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

LEGAL DESCRIPTION ( Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

Tr 7 Plat 18, LaConner Tidelands & Ptn of Harbor Area Tr 2 Map of LaConner

| | ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_\_ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: 4 1290180070102; 4 1290180070003; 4 1230240000004

| | TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE \_\_\_\_\_ OF DOCUMENT.

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES  
DOUG SUTHERLAND, Commissioner of Public Lands  
Olympia, Washington 98504**

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

**NOTICE OF AND CONSENT TO ASSIGNMENT AGREEMENT NO. 22-002695**

THIS AGREEMENT is made by and between SKAGIT STATE BANK, a Washington Corporation, whose address is 301 E. Fairhaven, Burlington, WA 98233 ("Assignor") and THOMAS E. and DANIELLE L. PALMER, a husband and wife, whose address is PO Box 599, LaConner, WA 98257 ("Assignee").

**BACKGROUND**

A. Lease No. 22-002695 entered into on the 25th day of June, 1986 (the "Commencement Date"), by and between TORE DYBFEST, d.b.a. LIGHTHOUSE RESTAURANT, an individual proprietorship as Lessee and the STATE OF WASHINGTON, acting through the Department of Natural Resources, as landlord ("State"), as shown as an attachment to this Assignment.

Lease was Amended on the 7<sup>th</sup> day of October, 1991, as shown as an attachment to this Assignment.

Lease was Assigned to SKAGIT STATE BANK on the 18<sup>th</sup> day of August, 2000, as shown as an attachment to this Assignment.

B. Assignor desires to assign and Assignee desires to assume the rights, duties, and liabilities of Lessee under the Lease. Assignor acknowledges the receipt and adequacy of consideration given by Assignee for this assignment. 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, the parties agree as follows:

**1. NOTICE OF ASSIGNMENT**

Assignor gives notice of its intent to assign all of its rights, title, and interest as Lessee under the Lease to Assignee effective the 2nd day of January, 2003 (the "Effective Date"), for the balance of the lease term as provided in the Lease.

**2. ACCEPTANCE AND INDEMNIFICATION**

Assignee gives notice of its intent to assume the obligations as Lessee under the Lease, and agrees to faithfully perform and discharge those obligations according to the terms of the Lease.



**3. NO RELEASE**

State is not releasing 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.

**4. MODIFICATION OF LEASE AT TIME OF ASSIGNMENT**

Assignor agrees that State and Assignee may change, modify, or amend the Lease in any way, including the rent to be paid. The assignment and any modification or amendment to the Lease shall occur contemporaneously. Assignee acknowledges receipt of a copy of the Lease and any previous or contemporaneous amendments. Assignor acknowledges receipt of a copy of the amended Lease. 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 originally executed to the end of the term of the Lease.

**5. WARRANTIES**


Assignor represents and warrants to State and to Assignee that (i) the Lease is in full force and effect; (ii) Assignor is not in default or breach of the Lease; (iii) Assignor has no knowledge of any claims, offsets, or defenses of any lessee under the Lease; (iv) rents due subsequent to this assignment have not been paid in advance by any lessee; and, (v) 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.

**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 or Assignee and Assignor shall not rely on State to inform Assignor.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUL 01 2003

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy



200307010094

Skagit County Auditor

THIS AGREEMENT requires the signature of all parties and is executed as of the date of the last signature below.

ASSIGNOR:

SKAGIT STATE BANK  
a Washington Corporation

By:   
JAMES BISHOP

Title: Co-CEO

Dated: FEB 10<sup>th</sup> 03

ASSIGNEE:

THOMAS E. and DANIELLE L. PALMER  
Husband and Wife

By:   
THOMAS E. PALMER

Dated: Feb 10, 03

By:   
DANIELLE L. PALMER

Dated: Feb 10, 03

**CONSENT TO ASSIGNMENT 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 against 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 consent alters or modifies any of the terms and conditions of the Lease, including the requirement that the written consent of the State be obtained before any further assignment of the Lease or subletting of the property occurs.

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

By:   
DAVID ROBERTS

Its: Aquatic Lands Assistant Region Manager

Dated: 6-16-03

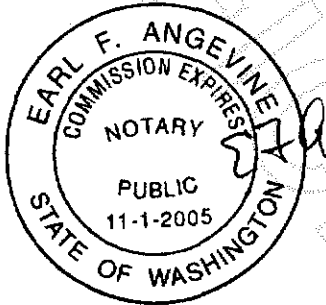




STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that THOMAS E. PALMER is the person who appeared before me. I further certify that said person acknowledge the foregoing instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument

DATED: February 10, 2003



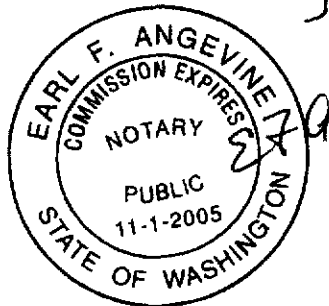
Earl F Angevine  
EARL F. ANGEVINE

(Type/Print Name)  
Notary Public in and for the State of Washington  
residing at Mount Vernon  
My Commission Expires 11-1-05

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that DANIELLE L. PALMER is the person who appeared before me. I further certify that said person acknowledge the foregoing instrument to be his free and voluntary act for the uses and purposes mentioned in the instrument

DATED: February 10, 2003



Earl F Angevine  
EARL F. ANGEVINE

(Type/Print Name)  
Notary Public in and for the State of Washington  
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