



**201906050077**

06/05/2019 03:58 PM Pages: 1 of 6 Fees: \$203.00  
Skagit County Auditor

WHEN RECORDED RETURN TO:

David Hawkins  
Upper Skagit Indian Tribe  
25944 Community Plaza Way  
Sedro-Woolley, WA 98284

ASSIGNMENT AND ASSUMPTION OF DNR LEASE

Grantor: LA CONNER MOORAGE, LLC

Grantee: UPPER SKAGIT INDIAN TRIBE

Legal Description: SW ¼ SE ¼ Section 25, Township 34 North, Range 2 East, W.M.

Assessor's Tax Parcel  
ID Numbers: N/A

Reference # (if applicable): 9308090003

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

JUN 05 2019

Amount Paid \$  
Skagit Co. Treasurer  
By *nam* Deputy

## ASSIGNMENT AND ASSUMPTION OF DNR LEASE

THIS ASSIGNMENT AND ASSUMPTION OF DNR LEASE (this "Assignment") is made as of شهر ٢٠١٩, 2019 ("Closing Date"), between LA CONNER MOORAGE, LLC ("Assignor") and UPPER SKAGIT INDIAN TRIBE ("Assignee").

## RECITALS

A. Assignor is the lessee of certain property located in La Conner, Washington, legally described on Exhibit A attached hereto, under that certain Aquatic Lands Lease No. 22-002774, term commencing February 1, 1993, (as amended and assigned, the "DNR Lease").

B. Assignor now desires to convey and assign to Assignee and Assignee desires to assume from Assignor all of Assignor's right, title, interest, and obligations under the DNR Lease.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. DNR Consent. As a condition to obtaining the consent of Washington State Department of Natural Resources ("DNR") to the assignment and assumption of the DNR Lease, Assignor, Assignee and DNR have contemporaneously entered into that certain Notice of and Consent to Assignment of Lease (the "DNR Consent"). Assignor and Assignee agree that, as between Assignor and Assignee, and their respective successors and assigns, the terms of this Assignment shall control over any conflicting or inconsistent terms in the DNR Consent.

2. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all of the lessee's interest in, to and under the DNR Lease and Assignee hereby assumes all of Assignor's obligations under the DNR Lease and agrees to indemnify, defend and hold Assignor harmless from and against any and all liabilities, claims, expenses, or costs arising under the DNR Lease (including, without limitation, under any future change, modification or amendment to the DNR Lease and as if Assignor was fully released by DNR from all obligations and liabilities under the DNR Lease) and the DNR Consent. Assignor makes no representations or warranties of any kind regarding the description of the property leased under the Lease.

3. Miscellaneous.

3.1 Entire Agreement; Binding. This Assignment contains the entire agreement and understanding between Assignee and Assignor concerning the subject matter of this Assignment and supersede all prior agreements, terms, understandings, conditions, representations and warranties, whether written or oral, made by Assignee or Assignor concerning the matters which are the subject of this Assignment. This Assignment has been drafted through a joint effort of the parties and, therefore, shall not be construed in favor of or against either of the parties. This Assignment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

3.2 Invalidity of Provision. If any provision of this Assignment as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the provision shall remain fully enforceable (to the maximum extent permissible by law) in circumstances different from those adjudicated by the court, and the validity or enforceability of this Assignment as a whole shall not be affected.

3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington.

3.4 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Assignment, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Assignment, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

3.5 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single, copy of this Assignment to physically form one document.

[signatures on following page]

IN WITNESS WHEREOF, this Assignment and Assumption of DNR Lease has been executed effective as of the Closing Date.

ASSIGNOR:

ASSIGNEE:

LA CONNER MOORAGE, LLC

UPPER SKAGIT INDIAN TRIBE

By: Michelle Barry  
Name: Michelle Barry  
Its: Manager

By: [Signature]  
Name: Shirley Washington  
Its: Chairwoman

[acknowledgements on following pages]

ACKNOWLEDGEMENT  
TO  
ASSIGNMENT AND ASSUMPTION OF DNR LEASE

STATE OF WYOMING )  
 ) ss.  
COUNTY OF Teton )

On this 4 day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Wyoming, duly commissioned and sworn personally appeared Michele Barry, known to me to be the manager of LA CONNER MOORAGE, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

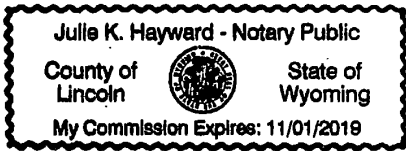
I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Julie K. Hayward  
Signature

Julie K. Hayward  
Print Name

NOTARY PUBLIC in and for the State of Wyoming,  
Residing at Alpine, WY  
My commission expires 11-1-2019



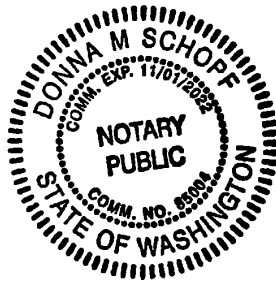
ACKNOWLEDGEMENT  
TO  
ASSIGNMENT AND ASSUMPTION OF DNR LEASE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

On this 5 day of June, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Donna M. Schopf, known to me to be the Chairwoman of UPPER SKAGIT INDIAN TRIBE, the party that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said party, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Donna M. Schopf  
Signature

Donna M. Schopf  
Print Name  
NOTARY PUBLIC in and for the State of Washington,  
Residing at Skagit  
My commission expires 11-1-2022

