

**WHEN RECORDED MAIL TO:**

Guardian Northwest Title & Escrow Company  
3202 Commercial Avenue  
Anacortes, WA 98221  
(360) 293-5423

**DOCUMENT TITLE(S)**

ASSIGNMENT OF LEASE

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

GNW 21-13164

**GRANTOR(S):**

JDW INDUSTRIAL PARK 2 LLC, a Montana Limited Liability Company

**GRANTEE(S):**

SeaPlaces LLC, a Texas Limited Liability Company

**ABBREVIATED LEGAL DESCRIPTION:**

DK 12 DT19 BAT INT OF S LIS & M RLY WI LI MEAN HI TIDE PADILLA BAY TH SELY ALG S  
LI SD RLY TO INT WI CO RD TH WLY ALG N LI CO RD TO LI MEAN HI TDE TH NWLY TPB  
PTN IN SEC 2 11 & 12

**TAX PARCEL NUMBER(S):**

P124829/340211-0-014-0108

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 2021-4913

Oct 26 2021

Amount Paid \$7365.00

Skagit County Treasurer

By Lena Thompson Deputy

**ASSIGNMENT OF LEASE** GNW 21-13164

THIS ASSIGNMENT, by and between JDW INDUSTRIAL PARK 2 LLC, a Montana limited liability company (hereinafter, "Assignor") and SEAPLACES LLC, a Texas limited liability company (hereinafter, "Assignee"), agree and declare as follows:

WHEREAS, on December 31, 2002, Twin Bridges Enterprises LLC as tenants entered into that certain COMMERCIAL LEASE AGREEMENT ("the Lease") with Twin Bridge Marine Park, LLC, a copy of which is attached hereto and incorporated herein and marked "Exhibit 1," and

WHEREAS, in return for valuable consideration, the receipt of which is hereby acknowledged, Assignor has agreed to assign to Assignee, all its rights, title and interest in and to said Lease, which Assignee agrees to assume and perform the obligations thereof;

NOW, THEREFORE, it is agreed as follows:

1. In consideration of the premises and other good and valuable consideration, Assignor hereby assigns to Assignee all of its right, title and interest in and to the said Lease, together with all rights and privileges pertaining thereto.

2. Assignee accepts and assumes said assignment and subjects itself to all the promises and covenants therein contained. Assignee agrees to assume all of the obligations of "Tenant" under said lease.

3. Assignor further warrants that Assignor is in compliance with all terms of the Lease, has paid all Rent due under its terms and will indemnify and hold harmless Assignee in the event of any breach of Assignor's warranties herein.

4. The current term of the Lease ends on March 31, 2026, with one, ten-year extension term remaining.

Dated this 8th day of October, 2021.

Assignor  
JDW INDUSTRIAL PARK 2 LLC

Assignee  
SEAPLACES, LLC

\_\_\_\_\_  
By: Jennifer Kondracki  
Authorized Agent

\_\_\_\_\_  
By: Harold M. Korell  
Managing Member  
\_\_\_\_\_  
By: Patricia M. Korell  
Managing Member

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT, by and between JDW INDUSTRIAL PARK 2 LLC, a Montana limited liability company (hereinafter, "Assignor") and SEAPLACES LLC, a Texas limited liability company (hereinafter, "Assignee"), agree and declare as follows:

WHEREAS, on December 31, 2002, Twin Bridges Enterprises LLC as tenants entered into that certain COMMERCIAL LEASE AGREEMENT ("the Lease") with Twin Bridge Marine Park, LLC, a copy of which is attached hereto and incorporated herein and marked "Exhibit 1," and

WHEREAS, in return for valuable consideration, the receipt of which is hereby acknowledged, Assignor has agreed to assign to Assignee, all its rights, title and interest in and to said Lease, which Assignee agrees to assume and perform the obligations thereof;

NOW, THEREFORE, it is agreed as follows:

1. In consideration of the premises and other good and valuable consideration, Assignor hereby assigns to Assignee all of its right, title and interest in and to the said Lease, together with all rights and privileges pertaining thereto.
2. Assignee accepts and assumes said assignment and subjects itself to all the promises and covenants therein contained. Assignee agrees to assume all of the obligations of "Tenant" under said lease.
3. Assignor further warrants that Assignor is in compliance with all terms of the Lease, has paid all Rent due under its terms and will indemnify and hold harmless Assignee in the event of any breach of Assignor's warranties herein.
4. The current term of the Lease ends on March 31, 2026, with one, ten-year extension term remaining.


Dated this 8 day of October, 2021.

Assignor

Assignee

JDW INDUSTRIAL PARK 2 LLC

SEAPLACES, LLC



By: Jennifer Kondracki  
Authorized Agent

By: Harold M. Korell  
Managing Member

By: Patricia M. Korell  
Managing Member

**LANDLORD CONSENT:**

**Twin Bridge Marine Park, LLC**, hereby consents to the above assignment and accepts SEAPLACES, LLC as Tenant under said Lease in the place and stead of JDW INDUSTRIAL PARK 2 LLC, who are released from any further liability on said Lease. Twin Bridges Marine Park, LLC acknowledges that Marina charges and fees are fully paid on their rent and operating costs through September 30, 2021. There is an electrical bill owing of \$8.42 for September usage that will be billed in the October billing statement. The current term of the Lease, as validly extended previously, ends on March 31, 2026 with one, ten-year extension term of the Lease remaining commencing April 1, 2026 and ending March 31, 2036. Twin Bridge Marine Park, LLC further acknowledges and agrees that JDW INDUSTRIAL PARK 2 LLC is deemed to have hereby validly extended the term of the Lease, commencing on April 1, 2016 and ending March 31, 2026 subject to being in compliance with and not in breach of any term or condition of the Lease as of September 24, 2021. The acknowledgement and agreement herein set forth is subject to the payment of a Five Hundred Dollar (\$500) fee.

Dated: 10/25, 2021.

Twin Bridge Marine Park, LLC

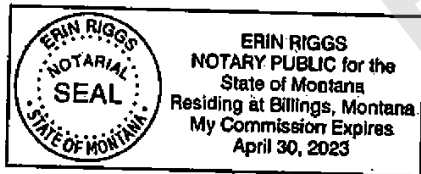
By: William J. Youngsman  
William J. Youngsman  
Managing Member

**ASSIGNOR:**

STATE OF Montana WASHINGTON )  
 ) ss.  
COUNTY OF Yellowstone )

I certify that I know of have satisfactory evidence that Jennifer Kondracki is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged that she is the Authorized Agent of JDW INDUSTRIAL PARK 2 LLC, and her signature is the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, this 8th day of October, 2021, I have hereunto set my hand and affixed my official seal.



Erin Riggs  
Print Erin Riggs  
Notary Public In And For The State of Montana  
~~Washington~~, Residing at: Billings, Montana  
My Commission Expires: April 30, 2021

**ASSIGNEE:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know of have satisfactory evidence that Harold M. Korell and Patricia M. Korell are the people who appeared before me, and those persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged that they are the Managing Members of SEAPLACES, LLC, and that their signature was the free and voluntary act of each party for the uses and purposes mentioned in the instrument.

**ASSIGNOR:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know of have satisfactory evidence that Jennifer Kondracki is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged that she is the Authorized Agent of JDW INDUSTRIAL PARK 2 LLC, and her signature is the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, this \_\_\_\_ day of \_\_\_\_\_, 2021, I have hereunto set my hand and affixed my official seal.

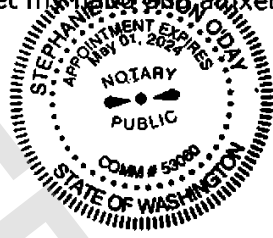
\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public In And For The State of  
Washington, Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ASSIGNEE:**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

I certify that I know of have satisfactory evidence that Harold M. Korell and Patricia M. Korell are the people who appeared before me, and those persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged that they are the Managing Members of SEAPLACES, LLC, and that their signature was the free and voluntary act of each party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, this 22<sup>nd</sup> day of October, 2021, I have hereunto set my hand and affixed my official seal.



Stephanie Johnson  
Print Stephanie Johnson  
Notary Public In And For The State of  
Washington, Residing at: Fridley, Holcar  
My Commission Expires: 5/1/24