



200701180064

Skagit County Auditor

1/18/2007 Page

1 of

5:10:41AM

After Recording Return to:

Kenneth Dehn
Dehn Law Office, PLLC
5400 Carillon Point
Kirkland, WA 98033

Document title:

Assignment of Ground Lease

Reference numbers of related documents:

200509290125 and 200606280155

Grantor:

48° North Aviation, LLC

Grantee:

48 Degrees North Hangar Owners Association

Legal Description (abbreviated form):

Ptn. SE SE, Sec. 22, T35N, R1EWM and Ptn. NE NE, Sec. 27, T35N, R1EWM

Assessor's Tax Parcel Numbers:

P32372 and P32356

248
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 18 2007

Amount Paid \$
Skagit Co. Treasurer
By Deputy

Jp

**ASSIGNMENT
OF
GROUND LEASE**

WHEREAS, the Assignor, 48° North Aviation, LLC, a Washington limited liability company, is lessee of land under that certain Lease Agreement between Assignor and The Port of Anacortes, a Washington municipal corporation ("Ground Lessor") dated December 4, 2003 and recorded under Skagit County Auditor's Recording Number 200509290125, as amended in accordance with that certain First Amendment of Lease dated March 30, 2006 and recorded under Skagit County Auditor's Recording Number 200606280155 (the lease, as amended, the "Ground Lease");

WHEREAS, Assignor established a leasehold condominium ("the "Condominium") on the land that is subject to the Ground Lease by filing a Declaration of Condominium recorded in Skagit County, Washington on October 6, 2006 under Auditor's Number 200610060089 (the "Declaration") and to that end, has caused a nonprofit mutual benefit corporation known as 48 Degrees North Hangar Owner's Association ("Owners Association") to be formed under Chapter 24.06 of the Revised Code of Washington to serve as the owners association for condominium unit owners as provided in the Declaration;

NOW, THEREFORE, in consideration of the mutual promises, covenants and contingencies, the parties agree as follows:

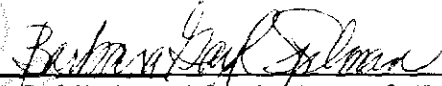
- (1) **Assignment.** In consideration of the sublease by the Owners Association to Assignor of each one of the 25 Units of the Condominium, Assignor hereby assigns all of its right, title and interest in the Ground Lease to the Owners Association, and the Owners Association hereby agrees to comply with each and every term and condition of the Ground Lease.
- (2) **Subleases.** The Owner's Association shall sublease to Assignor each one of the 25 Units of the Condominium. All terms of the Ground Lease shall be incorporated by reference in each such sublease.
- (3) **Grantor's Liability.** Notwithstanding anything contained herein, Assignor shall at all times remain liable to the Ground Lessor for any and all obligations of the lessee contained in the Ground Lease.
- (4) **Termination of Ground Lease.** In the event that the Owners Association fails to pay in full the rent due under the Ground Lease to Ground Lessor, or otherwise fails to cure a default under the Ground Lease which would entitle the Ground Lessor to terminate the Ground Lease (whether such default is due to the action of the Association, Assignor, unit owners or others), the Ground Lessor may terminate the entire Ground Lease and the interest of the Grantee and/or all the other unit owners in their respective Units, including where Grantee or other unit owners make timely payment of their proportionate share of the rent for the Ground Lease and/or otherwise comply with all covenants other than the payment of rent which if violated would entitle the Ground Lessor to terminate the Ground Lease.



State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Michael K. Freeman**, to me known to be a **member** of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated he was authorized to execute said instrument.

Given under my hand and official seal this 20 day of November, 2006.

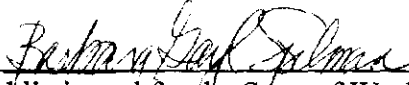


Notary Public in and for the State of Washington
Residing at Lake Stevens, WA
My appointment expires: 03/16/08

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Adam Jones**, to me known to be the **president** of **48 Degrees North Hangar Owners Association**, a Washington nonprofit mutual benefit corporation, that executed the within and foregoing instrument, and acknowledged 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 he was authorized to execute said instrument.

Given under my hand and official seal this 20 day of November, 2006.



Notary Public in and for the State of Washington
Residing at Lake Stevens, WA
My appointment expires: 03/16/08



CONSENT OF GROUND LESSOR

Port of Anacortes, a Washington municipal corporation, as Lessor of the Ground Lease, hereby consents to the assignment of the Ground Lease by 48 °North Aviation, LLC to 48 Degrees North Hangar Owners Association as described above.

Port of Anacortes

By: Robert W. Hyde, Executive Director

1/11/07
Date

