

WHEN RECORDED RETURN TO:

Leland Dawes
6136 Parkside Drive
Anacortes 98221



200804110101
Skagit County Auditor

4/11/2008 Page 1 of 6 3:37PM

Chicago Title Insurance Company

3110 Commercial Avenue - Anacortes, Washington 98221

LC45217

DOCUMENT TITLE(s):

1. Assignment of sublease
- 2.
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. Harry Richard Britton
2. Penelope Jean Britton
- 3.

Additional names on page _____ of the document

1104
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

GRANTEE(s):

1. Leland Dawes
2. Betty Kay Dawes
- 3.

Additional names on page _____ of the document

APR 11 2008

Amount Paid: 854.06
Skagit Co. Treas. _____
By: [Signature]

ABBREVIATED LEGAL DESCRIPTION:

Unit 9-9 + 48° N Hangar Condo

Complete legal description is on page 3 of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

P 125166

(sign only if applicable) I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature _____

This cover sheet is for the County Recorder's indexing purposes only. The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**ASSIGNMENT OF SUBLEASE
AND CONVEYANCE OF CONDOMINIUM UNIT**

This Assignment of Sublease and Conveyance of Condominium Unit is entered into by and between ~~H.R. Britton, (collectively, the "Grantor"), and Leland Dawes, (collectively, the "Grantee")~~. * See below for grantors/grantees

WHEREAS, 48° North Aviation, LLC, a Washington limited liability company, is the original lessee (the "Ground Lessee") of land under that certain Lease Agreement between Ground Lessee and the Port of Anacortes ("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"); and

WHEREAS, Ground Lessee constructed improvements on the land and created a leasehold condominium called 48° North Hangar Condominium; and

WHEREAS, on November 20, 2006 and recorded under Skagit County Auditor's Recording Number 200701180064, Ground Lessee assigned its interest in the Ground Lease to the 48° North Hangar Owners Association (the "Association"); and

WHEREAS, on November 20, 2006, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to Ground Lessee (the "Sublease"); and

WHEREAS, the Sublease was subsequently assigned by Ground Lessee;

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

(1) **Sublease.** In consideration of ten dollars and other good and sufficient consideration in hand paid, Grantor assigns its interest in the Sublease to the Grantee for the following-described condominium unit, for a term commencing upon consent by the Port of Anacortes as contained herein, and ending upon the expiration date of the Ground Lease or its sooner termination according to its terms, including all of Grantor's interest in that portion of the improvements that are allocated to the Unit under the terms of the

* Harry Richard Britton and Penelope Jean Britton, husband and wife as Grantors; and Leland Dawes and Betty Kay Dawes, husband and wife, as Grantees.

Assignment of Sublease
and Conveyance of
Condominium Unit

Page 1 of 5



200804110101

Skagit County Auditor

4/11/2008 Page

2 of

6 3:37PM

Declaration, which Unit is described as follows:

Unit 9 of 48° North Hangar Condominium, according to the Declaration of Condominium recorded in Skagit County, Washington on November 6, 2006 under Auditor's Number 200610060089 (the "Declaration").

- (2) **Ground Lease.** All terms of the Ground Lease are incorporated within this document by this reference. Grantee is charged with a responsibility to be knowledgeable with all terms and conditions of the Ground Lease.
- (3) **Condominium Association.** Grantee is not a party or third-party beneficiary under the Ground Lease. The Association will be responsible for paying rent and all other sums due under the Ground Lease to the Ground Lessor. Grantee and other Unit Owners are each responsible for paying to the Association a share (computed according to the "Allocated Interest" for their respective Unit as defined in the Declaration) of the rent and other sums due under the Ground Lease. The Association will collect the proportionate rents paid on the Ground Lease by the Unit Owners in the form of Assessments. For purposes of sections 64.34.220(2) and (3) of the Revised Code of Washington, the Association is designated as the representative of the Unit Owners on all matters relating to the Ground Lease including the collection of proportionate rents paid on the Ground Lease by the Unit Owners.
- (4) **Termination of Ground Lease.** In the event that the 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, Grantee, other unit owner(s), or others), the Ground Lessor may terminate the entire Ground Lease and the entire 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.
- (5) **Ground Lessee's Liability.** Notwithstanding anything contained herein, Ground Lessee shall at all times remain liable to the Ground Lessor for any and all obligations of

Assignment of Sublease
and Conveyance of
Condominium Unit

Page 2 of 5



200804110101
Skagit County Auditor

4/11/2008 Page 3 of 6 3:37PM

the lessee contained in the Ground Lease.

Dated this 10th day of April, 2008.

Grantor(s)

H R Britton

HARRY RICHARD BRITTON

Penelope Jean Britton

PENELOPE JEAN BRITTON

Grantee(s)

Leland Dawes

Leland Dawes

Betty Kay Dawes

Betty Kay Dawes

Assignment of Sublease
and Conveyance of
Condominium Unit

Page 3 of 5



200804110101
Skagit County Auditor

4/11/2008 Page 4 of 6 3:37PM

State of Washington)
) ss.
County of Skagit)

Harry Richard / H.R. Britton
Penelope Jean Britton

On this day personally appeared before me ~~HE~~ Britton, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of April, 2008.



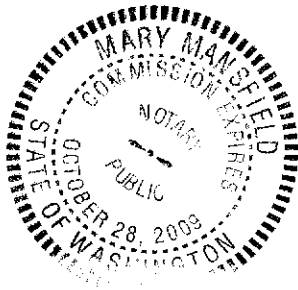
Mary Mansfield
Notary Public in and for the State of Washington
Residing at American
My appointment expires: 10-28-09

State of Washington)
) ss.
County of Skagit)

Betty Kay Dawes

On this day personally appeared before me Leland Dawes, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned. *their*

Given under my hand and official seal this 10 day of Apr, 2008.



Mary Mansfield
Notary Public in and for the State of Washington
Residing at American
My appointment expires: 10-28-09

Assignment of Sublease
and Conveyance of
Condominium Unit

Page 4 of :

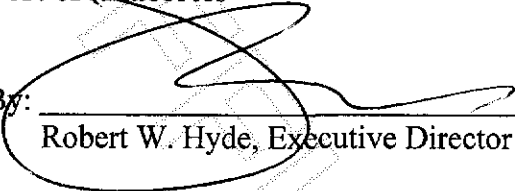


200804110101
Skagit County Auditor

CONSENT OF PORT OF ANACORTES

Port of Anacortes, a Washington municipal corporation, hereby consents to the foregoing Assignment of Sublease and Conveyance of Condominium Unit.

Port of Anacortes

By: 
Robert W. Hyde, Executive Director

4-7-08
Date

Assignment of Sublease
and Conveyance of
Condominium Unit



200804110101
Skagit County Auditor