

WHEN RECORDED RETURN TO:

FIDALGO SKYWAY, LLC
PO BOX 481
OAK HARBOR WA 98277



201004070055

Skagit County Auditor

4/7/2010 Page

1 of

4 2:13PM

Chicago Title Insurance Company

425 Commercial Street, Mount Vernon, Washington 98273

620008838

DOCUMENT TITLE(s)

ASSIGNMENT OF SUBLEASE AND CONVEYANCE OF CONDOMINIUM UNIT

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. **48° NORTH AVIATION, LLC**
2. **PORT OF ANACORTES**
- 3.

Additional names on page _____ of the document

GRANTEE(s):

1. **FIDALGO SKYWAY LLC**
- 2.
- 3.

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

UNIT 4019-2 OF 48° NORTH HANGAR PHASE II

Complete legal description is on page 3 of the document

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

PTN P32356 AND P106729

(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.

AFTER RECORDING MAIL TO:

Land Evolutions Inc
1041 West 18th Street
Costa Mesa, CA 98627

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

WHEREAS, the Grantor, 48° North Aviation, LLC, a Washington limited liability company, is the original lessee of land under that certain Lease Agreement between Grantor and the Port of Anacortes ("Ground Lessor") dated December 4, 2007 and recorded under Skagit County Auditor's Recording Number **201002260162**, (the "Ground Lease"); and

WHEREAS, Grantor has constructed improvements on the land and created a leasehold condominium in the land and improvements; and

WHEREAS, on February 26, 2010, and recorded under Skagit County Auditor's Recording Number 201002260163, Grantor assigned its interest in the Ground Lease to the 48° North Hangar Phase II Owners Association (the "Association"); and

WHEREAS, on April 1, 2010, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to the Grantor (the "Sublease"); and

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, **FIDALGO SKYWAY LLC, A WASHINGTON LIMITED LIABILITY COMPANY** for the following 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 Declaration, which Unit is described as follows:



201004070055

Skagit County Auditor

4/7/2010 Page

2 of

4 2:13PM

913

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 07 2010

Amount Paid \$ **3449.⁷⁵**
Skagit Co. Treasurer
By *mlm* Deputy

Unit 4019-2 of 48° NORTH HANGAR PHASE II, a Leasehold Condominium, according to the Condominium Declaration recorded on February 26, 2010 und Auditor's file No. 201002260161 and the Survey and Plans under Auditor's File No. 201002260160, records of Skagit County, Washington.

Situated in Skagit County, Washington

- (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) **Grantor's Liability.** Notwithstanding anything contained herein, Grantor shall at all times remain liable to the Ground Lessor for any and all obligations of the lessee contained in the Ground Lease.



201004070055

Skagit County Auditor

4/7/2010 Page

3 of

4 2:13PM

Dated this 1st day of April, 2010.

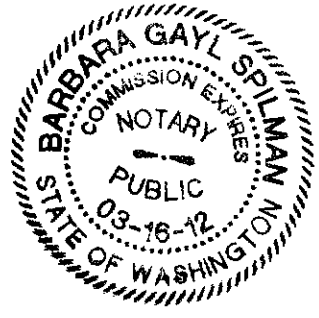
48 DEGREES NORTH AVIATION, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

BY: [Signature]
ADAM JONES, its MEMBER

State of Washington)
County of Snohomish) ss.

On this day personally appeared before me **Adam Jones**, to me known to be a **member** of **48° North Aviation, LLC**, a Washington 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 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 ___ day of ___, 2010.



[Signature]
Notary Public in and for the State of Washington

