

WHEN RECORDED RETURN TO:

Faisal S. Jaswal
2254 Mariners Way
Oak Harbor, WA 98277



201503170098

Skagit County Auditor \$74.00
3/17/2015 Page 1 of 3 3:49PM

Document Title:	Assignment of Sub-Lease and Conveyance of Condominium Unit
Reference Numbers of Related Documents:	201209140084
Assignor/Grantor:	Teresa McLane Jaswal
Assignee/Grantee:	Faisal S. Jaswal
Legal Description (full legal on Page 2):	Unit 9-1 Condo: 48 Deg. North, Hanger Condominium
Tax Parcel Number(s):	129784/4907-009-001-0000

Assignment of Sub-Lease and Conveyance of Leased Condominium Unit

Whereas the Grantor, Teresa McLane Jaswal, together with the Grantee, Faisal S. Jaswal, are the assignees of the Lease of Land under that certain original Lease Agreement between 48 Degrees Aviation, LLC, a Washington Limited Liability Company and the Port of Anacortes (the Ground Lessor), dated December 4, 2003 and recorded under Skagit County Auditor's Recording Number 200509290125, as amended in accordance with the certain First Amendment of Lease dated March 20, 2006 and recorded under Skagit County Auditor's Recording Number 200606280155 (the Ground Lease as Amended); and

Whereas said 48 Degrees Aviation, LLC has constructed improvements on the land and created a leasehold condominium in the land and improvements; and

Whereas, said 48 Degrees Aviation, LLC assigned it's interest in the Ground Lease to 48 Degrees North Hanger Owners Association (the Association) by Assignment recorded January 18, 2007 under Skagit County Auditor's Recording Number 200701180078; and

Whereas, the Association Sub-Leased that portion of the Ground Lease allocated to the Unit (identified and described in Section 1 below) to Andrew G. Alexander and Kelly L. Alexander by Assignment recorded January 30, 2007 under Skagit County Auditor's Recording Number 200701300184, who in turn assigned said Sub-Lease to Faisal S. Jaswal and Teresa McLane Jaswal, husband and wife, by Assignment recorded September 14, 2012 under Skagit County Auditor's Recording Number 201209140084; and

Now, Therefore, for and in consideration of separation of Community Property interests, the Assignor hereby assigns as follows:

Assignment of Sub-Lease - Page 1 of 3

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2015813
MAR 17 2015

Amount Paid \$0
Skagit Co. Treasurer
By *MAM* Deputy

- 1) **Sublease:** For and in Consideration of separation of Community Property, the undersigned Grantor hereby Conveys and assigns to Faisal S. Jaswal, the Grantee, all of Grantor's rights, title and interest in and to the above described Sub-Lease Agreement, for its remaining term or for a term commencing upon consent by the Port of Anacortes if such consent is required, and ending upon the expiration date of the Ground Lease or sooner, according to its terms, covering the following described Unit:

Unit 9-1, of 48 Deg. North Hanger Condominium, according to the Declaration of Condominium recorded in Skagit County, Washington on October 6, 2006 under Auditor's No. 200610060089, records of Skagit County, Washington and the Survey Map and Plans thereof recorded October 6, 2006 under Auditor's File No. 200610060088, records of Skagit County, Washington.

Tax Parcel No. 129784 .

This Conveyance and Assignment includes all of Grantor's interest in the premises herein described and all buildings or equipment thereon, with appurtenances, and together with any and all options for renewal and extensions of said Sub-Lease Agreement.

- 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 of third party beneficiary under the Ground Lease. The Association will be responsible for paying rent and all 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 Section 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 the 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 or inaction of the Association, Grantee, other Unit Owners, or others), the Ground Lessor may terminate the entire Ground Lease and the entire interest of Grantee and/or all other Unit Owners in their respective Units, including where Grantee and other Unit Owners make timely payment of their proportionate share of the rent for the Ground Lease and/or otherwise comply with all other covenants of the Ground Lease which if violated would entitle the Ground Lessor to terminate the Ground Lease.

Grantor hereby covenants that said Sub-Lease is free from encumbrances except those that may have been placed on the property through anyone other than Grantor, and that said Sub-Lease is valid and subsisting according to its terms at the time of this Assignment. Grantor agrees that she will execute any further or necessary document(s), if any, to convey and transfer full and quiet possession of said premise to Grantee.

Dated: March 4, 2015

Teresa McLane Jaswal
Teresa McLane Jaswal

STATE OF WASHINGTON)

COUNTY OF PIERCE ^{King}) ss.

I certify that I know or have satisfactory evidence that **Teresa McLane Jaswal** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 03/04/2015

J. Laplante

Notary Public for the State of Washington,
Residing at: Bellevue, WA
My appointment expires: 01/09/2018

