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Skagit County Auditor, WA

AFTER RECORDING MAIL TO:

Matthew Murray 3619 W 3rd Street Anacortes, WA 98221 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Affidavit No. 2020-3144 Aug 14 2020 Amount Paid \$1525.00 Skagit County Treasurer By Bridget Ibarra Deputy

unit 9-1 of 48 Degrees North Hangar Condominium P129784 GNW 20-6883 ASSIGNMENT OF SUBLEASE AND CONVEYANCE OF CONDOMINIUM UNIT

WHEREAS, the Grantor, Faisal S. Jaswal, an unmarried person is the original lessee of land under that certain Lease Agreement between 48 Degrees Aviation, LLC, A Washington Limited Liability Company and the Port of Anacortes ("Ground Lessor") dated December 4, 2003 and recorded under Auditor's Recording Number 200509290125, as amended in accordance with the certain First Amendment of the Lease dated March 30, 2006 and recorded under Skagit County Auditor's Recording Number 200606280155 (the lease amended the "Ground Lease"); and

WHEREAS, 48 Degrees Aviation, LLC, a Washington limited liabilty company has constructed improvements on the land and created a leasehold condominium in the land and improvements; and

WHEREAS, on January 18, 2007, and recorded under Skagit County Auditor's Recording Number 200701180078, 48 Degrees Aviation, LLC, a Washington limited liability assigned its interest in the Ground Lease to 48' North Hangar Owner's Association ("The Association"); and

WHEREAS, on September 14, 2012, and recorded under Skagit County Auditor's Recording number 201209140084, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to Faisal S. Jaswal, (the Sublease"); and

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

(1) <u>Sublease</u>. In consideration of ten dollars and other good and sufficient consideration in hand paid, Grantor assigns its interest in the Sublease to the Grantee.

Matthew Murphy, an unmarried person 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:

Unit 9-1, of 48' North Hangar Condominium, according to the Declaration of Condominium recorded in 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

Situate in the County of Skagit, State of Washington.

Parcel # 129784

- (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 Lease. 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 int eh form of Assessments. For purposes of sections 64.34.22(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 the proportionate rents paid on teh Ground Lease by the Unit Owners.
- (4) <u>Termination of Ground Lease</u>. 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 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 of 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.

Assignment of Sublease dated 8/13/2020

State of Washington

County of Island

) ss.

I certify that I know or have satisfactory evidence that Faisal Jaswal the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 13 , 2020

THERESA NELMS NOTARY PUBLIC #20103797 STATE OF WASHINGTON COMMISSION EXPIRES FEBRUARY 3, 2024 Notary Public in and for the State residing at Oak How boy My appointment expires:

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

Daniel C. Worra, Executive Director

Date