

202205060162

05/06/2022 03:50 PM Pages: 1 of 7 Fees: \$209.50  
Skagit County Auditor

When Recorded Please Return To:  
LAWRENCE A. PIRKLE  
P.O. Box 1788  
Mount Vernon, WA 98273  
(360) 336-6587

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2022 1878  
MAY 06 2022

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

DOCUMENT TITLE: ASSIGNMENT OF SUBLEASE AND  
CONVEYANCE OF CONDOMINIUM UNIT

REFERENCE NUMBER: SKAGIT COUNTY CAUSE NO. 21-4-00260-29

GRANTOR: DANIEL S. DAWES, AS PERSONAL  
REPRESENTATIVE OF THE ESTATE OF  
LELAND L. DAWES (DECEASED)

GRANTEE: DANIEL S. DAWES AND SANDRA L. DAWES,  
HUSBAND AND WIFE

ASSESSOR'S TAX NUMBER: P129792 (4907-009-009-1000)

LEGAL DESCRIPTION: Unit 9-9 of 48° North Hangar Condominium, according  
to the Declaration of Condominium recorded in Skagit  
County, Washington on October 6, 2006 under Auditor's  
Number 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.

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

This Assignment of Sublease and Conveyance of Condominium Unit is entered into by and between **DANIEL S. DAWES**, as Personal Representative of the Estate of Leland E. Dawes under Skagit County Probate No. 21-4-00260-29 (hereinafter the "Grantor"), and **DANIEL S. DAWES and SANDRA L. DAWES**, husband and wife (hereinafter, collectively, the "Grantee").

WHEREAS, 48° NORTH AVIATION, a WA 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 (the "Ground Lessor"), a Washington municipal corporation, 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; and

WHEREAS, Betty Kay Dawes died on July 19, 2019, and Leland E. Dawes executed an Affidavit in Support of Community Property Agreement on September 10, 2019, which transferred all interest in the property/hanger from Betty Kay Dawes to Leland E. Dawes, which was recorded on September 27, 2019, under Skagit County Auditor's Recording No. 201909270127; and

WHEREAS, Leland E. Dawes died on May 27, 2021, and his Certificate of Death was recorded on November 15, 2021, under Skagit County Auditor's Recording No. 202111150089;

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

(1) **Sublease.** In consideration of inheritance (WAC 458-61A-202) 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 Declaration, which Unit is described as follows:

Assignment of Sublease  
And Conveyance of  
Condominium Unit

Unit 9-9 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 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 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 the lessee contained in the Ground Lease.

Dated this 03 day of May, 2022.

**Grantor(s)**

By:   
DANIEL S. DAWES, as Personal Representative  
of the Estate of Leland E. Dawes

**Grantee(s)**

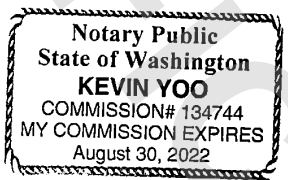
By:   
DANIEL S. DAWES

By:   
SANDRA L. DAWES

State of Washington )  
 ) ss.  
County of King )

On this day personally appeared before me **DANIEL S. DAWES, as Personal Representative of the Estate of Leland E. Dawes, Grantor**, 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 3rd day of May, 2022

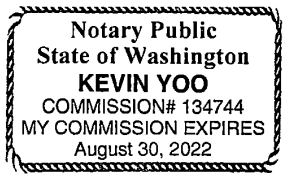


[Signature]  
Notary Public in and for the State of Washington  
Residing at Tacoma  
My appointment expires: 8/30/2022

State of Washington )  
 ) ss.  
County of King )

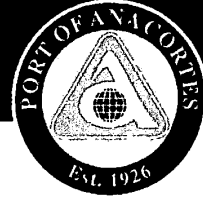
On this day personally appeared before me **DANIEL S. DAWES and SANDRA L. DAWES, husband and wife, Grantee**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of May, 2022



[Signature]  
Notary Public in and for the State of Washington  
Residing at Tacoma  
My appointment expires: 8/30/2022

Assignment of Sublease  
And Conveyance of  
Condominium Unit



100 Commercial Ave., Anacortes, WA 98221 | (360) 293-3134 | www.portofanacortes.com

CONSENT OF PORT OF ANACORTES

The Port of Anacortes, a Washington municipal corporation, as Lessee under the Ground Lease with 48 Degrees North Aviation, a Washington limited liability company, dated December 4, 2003, hereby consents to the Assignment of Sublease and Conveyance of Condominium Unit 9-9 to Daniel S. Dawes and Sandra L Dawes, husband and wife.

Port of Anacortes

By: Daniel C. Worra, Executive Director

4-28-22

Date

UNOFFICIAL DOCUMENT

**FILED**  
Skagit County Clerk  
Skagit County, WA  
06/03/2021

SUPERIOR COURT OF THE STATE OF  
WASHINGTON FOR SKAGIT COUNTY

<b>Estate of LELAND E DAWES:</b>	No. 21-4-00260-29  LETTERS TESTAMENTARY
----------------------------------	---

**I. BASIS**

- 1.1 The last will of LELAND E DAWES late of SKAGIT County, State of WASHINGTON was duly exhibited proven and recorded in this court on June 03, 2021.
- 1.2 In that will DANIEL S DAWES is named personal representative(s).
- 1.3 The personal representative has qualified.

**II. CERTIFICATION**

THIS IS TO CERTIFY THAT DANIEL S DAWES is authorized by this court to execute the will of the above decedent according to law.

DATED 06/03/2021.

MELISSA BEATON, COUNTY CLERK  
CLERK OF THE SUPERIOR COURT  
Kristen Denton, Deputy Clerk

**III. CERTIFICATE OF COPY**

STATE OF WASHINGTON |  
  | ss  
COUNTY OF SKAGIT

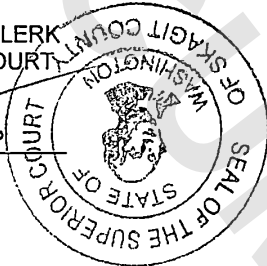
I, MELISSA BEATON, COUNTY CLERK of the Superior Court of Skagit County, certify that the above is a true and correct copy of the Letters Testamentary in the above-named case, which was entered of record on June 03, 2021.

I further certify that these letters are now in full force and effect.

DATED: 06/09/2021

MELISSA BEATON, COUNTY CLERK  
CLERK OF THE SUPERIOR COURT

BY   
Deputy Clerk



1