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01/25/2023 01:53 PM Pages: 1 of 4 Fees: \$206.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 5280
JAN 25 2023

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

AFTER RECORDING MAIL TO:

JACOB COHEN
Post Office Box 889
Oak Harbor, WA 98277

Document Title(s):

Assignment of Sublease and Conveyance of Condominium Unit

Recording Number(s) of Related Document(s):

200911250086

Grantor:

Lea Mayberry, in her capacity as the Personal Representative of the Estate of Roy Mayberry
under Island County Superior Court Probate Cause No. 22-4-00403-15

Grantee:

Lea Mayberry, the surviving wife of Roy Mayberry

Legal Description (Abbreviated):

UNIT 9-8, 48 NORTH HANGAR

Tax Parcel Account No.

P129791

ASSIGNMENT OF SUBLEASE AND CONVEYANCE OF CONDOMINIUM UNIT

WHEREAS, the Grantor, Lea Mayberry, in her capacity as the Personal Representative of the Estate of Roy Mayberry, Island County Superior Court Probate Case No. 22-4-00403-15, is the current lessee of land under that certain Lease Agreement between 48° North Aviation, LLC, a Washington limited liability company, 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, 48° North Aviation, LLC, a Washington limited liability 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 200701180080, North Aviation, LLC, a Washington limited liability company assigned its interest in the Ground Lease to the 48° North Hangar Owners Association (the “Association”); and

WHEREAS, on January 30, 2007, and recorded under Skagit County Auditor’s Recording Number 200701300181, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to Ron Paulk and Christine Paulk, husband and wife; and

WHEREAS, on November 19, 2009, and recorded under Skagit County Auditor’s File No. 200911250086, Ron Paulk and Christine Paulk, husband and wife, conveyed and subleased a portion of the said ground lease allocated to the Unit (identified as described in section 1 below) to Roy Mayberry and Lea Mayberry, husband and wife (Grantor solely wife) and thereafter Roy Mayberry died on May 28, 2022 and Roy Mayberry’s ownership in the Unit described in section 1 below was inherited by his wife Lea Mayberry in accordance with the Washington laws of intestate succession, and Lea Mayberry in her capacity as the Personal Representative of the Estate of Roy Mayberry desires to convey and assign her deceased husband’s interest in the aforesubscribed sublease and the aforesubscribed condominium unit to Lea Mayberry; and

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

(1) **Sublease.** In consideration of inheritance and no monetary consideration, in hand paid, Grantor Lea Mayberry, in her capacity as the Personal Representative of the Estate of Roy Mayberry, Island County Superior Court Probate Cause No. 22-4-00403-15 hereby conveys and quit claims and assigns Roy Mayberry’s interest in the below described condominium unit and the Sublease to the Grantee Lea Mayberry, the surviving wife of Roy Mayberry, as her sole and separate property, 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 9-8, 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.

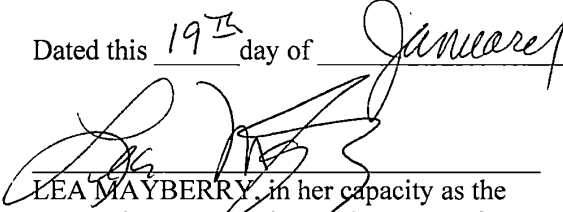
Situate in Skagit County, Washington.

(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 the 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.

Dated this 19th day of January, 2023.


LEA MAYBERRY, in her capacity as the
Personal Representative of the Estate of
Roy Mayberry under Island County Superior
Court Probate Case No. 22-4-00403-15

