



200310310049

Skagit County Auditor

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AFTER RECORDING MAIL TO:

FIRST AMERICAN TITLE CO.

Name _____


Address _____

City / State _____

AT609UE

Document Title(s): (or transactions contained therein)

- 1. PARTIAL ASSIGNMENT OF LEASE
- 2.
- 3.
- 4.



First American Title Insurance Company

(this space for title company use only)

Reference Number(s) of Documents assigned or released:

9006050115

Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

- 1. WB FISHER AND ASSOCIATES, LLC
- 2.
- 3.
- 4.
- 5. Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

- 1. BORGER MOORAGE LLC
- 2.
- 3.
- 4.
- 5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

SLIP A-36 "ANACORTES MARINA CONDO"

Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

4436-001-036-0007 P82225

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

PARTIAL ASSIGNMENT OF LEASE

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency which are hereby acknowledged,

WB FISHER AND ASSOCIATES, LLC

, as Assignor

whose address is 1004 Commercial Ave, PNB #1008,
Anacortes, Wa. 98221

hereby conveys, assigns, transfers and sets over to

BORGER MOORAGE LLC

, as Assignee

whose address is 9325 SE DUNDEE DRIVE
PORTLAND, OR. 97266

the leasehold interest in Skagit County, Washington as evidenced by Partial Assignment of Lease dated the 1ST day of JUNE, 1990, and recorded on JUNE 5, 1990 in Skagit County, Washington under Auditor's Filing No. 9006050115 wherein ANACORTES MARINE ENTERPRISES, INC., a Washington corporation, appears as Grantor and Assignor herein appears as Grantee, said leasehold interest being more particularly described:

The leasehold estate in apartment and/or moorage slip A-36, PHASE I of the Anacortes Marina Condominium, a leasehold condominium, located in the leasehold estate created by those certain leases dated March 13, 1980 and April 22, 1981, as recorded on April 24, 1981, under Skagit County Auditor's Filing Numbers 8104240009 and 8104240010, respectively, as shown on the Plans and Survey for Phase I recorded on June 1, 1981, in Volume 13 of Condominium Plats, Pages 32 through 38, inclusive, under Skagit County Auditor's Filing No. 8106010014, as shown on the Plans and Survey for Phase II recorded on August 12, 1981 in Volume 13 of Condominium Plats, Pages 42 through 44, inclusive, under Skagit County Auditor's Filing No. 8108120085, as shown on the Plans and Survey for Phase III recorded on June 16, 1983 in Volume 13 of Condominium Plats, Pages 66 through 68, inclusive, under Skagit County Auditor's Filing No. 8306160022, and as shown on the Plans and Survey for Phase IV recorded on July 19, 1983 in Volume 13 of Condominium Plats, Pages 76 through 78, inclusive, under Skagit County Auditor's Filing No. 8307190013, and as identified by the Declaration recorded on June 1, 1981, under Skagit County Auditor's Filing No. 8106010012, as amended by Amendment recorded on June 26, 1981, under Skagit County Auditor's Filing No. 8106260020, by the Second Amendment recorded on August 12, 1981, under Skagit County Auditor's Filing No. 8108120086, by the Third Amendment recorded on June 16, 1983, under Skagit County Auditor's Filing No. 8306160023, and by the Fourth Amendment recorded on July 19, 1983, under Skagit County Auditor's Filing No. 8307190014.

TOGETHER WITH that undivided percentage interest in the Common Areas and Facilities as defined in RCW64.32.010(6) and Paragraph 7 of said Declaration appertaining to said apartment and/or moorage slip to be determined as provided in Paragraph 8.

SUBJECT TO THE FOLLOWING:

1. The terms, provisions, definitions, covenants, options, obligations and restrictions contained in said Condominium Declaration or any amendments or restatements thereof or as may be contained in any By-Laws adopted pursuant to Subparagraph 9.5 of said Declaration or any amendments or restatements thereof;

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2. The liability to assessments due or to become due the ANACORTES MARINA OWNERS ASSOCIATION to bear all common expenses of the property as provided in Paragraph 12 of said Condominium Declaration or any amendments or restatements thereof and the agreement of ANACORTES MARINE ENTERPRISES, INC., the Lessee pursuant to said Harbor Area Lease No. 2510 and the Declarant of said Condominium, to pay upon receipt of said payments from said ANACORTES MARINA OWNERS ASSOCIATION, and payment of such payments by Assignee to said ANACORTES MARINA OWNERS ASSOCIATION, Assignee's prorata share of the maintenance assessment and other costs required to maintain the leases described in Paragraphs 5 and 6 of this Partial Assignment of Lease;

3. The terms, provisions and limitations contained in the Horizontal Property Regimes Act, Chapter 156, Laws of 1963, as now or hereafter amended (commonly known and referred to as RCW64.32 et seq.);

4. All easements reservations, restrictions, covenants, conditions and agreements of record;

5. That certain Harbor Area Lease No. 2510 dated March 13, 1980, recorded on April 24, 1981, under Skagit County Auditor's Filing No. 8104240009 and the assignment thereof recorded on August 12, 1981, under Skagit County Auditor's Filing No. 8108120087;

6. That certain Lease dated April 22, 1981, recorded on April 24, 1981, under Skagit County Auditor's Filing No. 8104240010; and

7. That certain Consent to Assignment and approval dated August 5, 1981, executed by the Department of Natural Resources of the State of Washington and Anacortes Marine Enterprises, Inc.

Said Apartment and or Moorage Slip is for moorage purposes and uses only.

The post office address of the property is 2415 'T' Avenue, Anacortes, Washington 98221.

This Partial Assignment of Lease is subject to the terms and conditions of the Assignment of Lease recorded on August 12, 1981, under Skagit County Auditor's Filing No. 8108120087 and the provisions of Subparagraph 23.5 of said Declaration which restricts the right of Assignee as an owner to sell, assign, and/or transfer his apartment and/or moorage slip of any interest therein without the prior written consent of ANACORTES MARINE ENTERPRISES, INC. or its successors or said Association which consent shall not be unreasonably withheld provided any owner desiring to sell, assign, or transfer any interest in owner's apartment and/or moorage slip shall have provided ANACORTES MARINE ENTERPRISES, INC. or its successors (or said Association, after the period provided in Subparagraph 10.1) with the name and address of any purchaser, assignee, transferee, or successor owner of any apartment and/or moorage slip.

By acceptance of this Partial Assignment of Lease, Assignee agrees to be bound by and to comply with all of the terms and conditions of each of the documents and provisions to which this Partial Assignment is subject, acknowledge(s) receipt of a copy of said Declaration, any amendments or restatements thereof, a copy of the Plans and Survey, any amendments or restatements thereof, copies of said Leases and Assignment and Consent thereto, and that said Apartment and/or Moorage Slip and Common and Limited Common Areas are accepted in their present condition, consent(s) to, agree(s) to, and approve(s) said Declaration, each of said Leases, and any amendments or restatements thereof now in existence and/or hereafter executed, and agree(s) to perform all obligations of an Apartment and/or Moorage Slip Owner pursuant to said Declaration and any amendments

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or restatements thereof or obligations pursuant to said Lease or any amendments or restatements thereof now in existence and/or hereafter executed and the Assignment of said Lease and Consent to said Assignment, and agrees that all payments to be made on each of the leases and/or assignment thereof described in Paragraphs 5 and 6 shall be collected by and paid by ANACORTES MARINA OWNERS ASSOCIATION as the master lessee to the party entitled thereto in a lump sum and to pay his prorata share of such payments by way of assessment to the ANACORTES MARINA OWNERS ASSOCIATION as may be required to maintain said leases in full force and effect.

DATED this 24th day of OCTOBER, 2003

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

WB FISHER AND ASSOCIATES LLC

51024

OCT 31 2003

William B. Fisher
BY: William B. Fisher (Assignor)

Amount Paid
Skagit Co. Treasurer

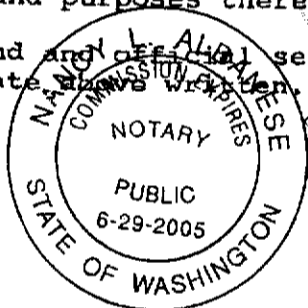
Elizabeth E. Fisher
BY: Elizabeth E. Fisher (Assignor)

STATE OF WASHINGTON
COUNTY OF SKAGIT

On this 24th day of OCT. 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILLIAM B. FISHER AND ELIZABETH E. FISHER

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal hereto affixed the day and year, in this certificate



[Signature]
Notary Public in and for the state of Washington, residing at Anacortes

ACCEPTANCE OF PARTIAL ASSIGNMENT AND POWER OF ATTORNEY

In consideration of the foregoing Partial Assignment of Lease, the undersigned hereby accepts and approves said Partial Assignment of Lease and hereby appoints and constitutes ANACORTES MARINE ENTERPRISES, INC., a Washington corporation, the Declarant of the ANACORTES MARINA CONDOMINIUM and/or said Association, if constituted, as his true and lawful attorney(s)-in-fact and agent for the following purposes (and only said purposes) for the duration of the periods provided in said paragraphs of said Declaration, as amended:

- (a) For the purposes provided in Subparagraph 10.3.19;
- (b) To the extent provided in Paragraph 22 of said Declaration, to cause an amendment to said Declaration to be recorded and to execute such amendments and other documents as may be reasonably required to effectuate said purposes, and upon behalf of the undersigned to perform such

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acts and/or pay upon receipt of any such payments as may be required pursuant to the Consent to Assignment and approval dated August 5, 1981, executed by the Department of Natural Resources of the State of Washington and Anacortes Marine Enterprises, Inc., it being expressly agreed that the foregoing power is coupled with an interest and is irrevocable so long as Assignee is the owner of any apartment and/or moorage slip of the ANACORTES MARINA CONDOMINIUM or has any interest therein.

IN WITNESS WHEREOF, the undersigned has executed this Acceptance of Partial Assignment and Power of Attorney this 27 day of OCTOBER, 2003 .

BORGER MOORAGE LLC

Darrin D. Hoy
BY: Darrin D. Hoy (Assignee)

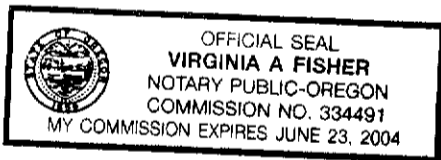
Barbara L. Hoy
BY: Barbara L. Hoy (Assignee)

STATE OF OREGON)
COUNTY OF) ss.

On this 27th day of OCTOBER, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Oregon
DARRIN D. HOY AND BARBARA L. HOY

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Virginia A. Fisher
Notary Public in and for the State of OREGON residing at Clackamas, OR
Commission exp. June 23, 2004



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CONSENT OF DECLARANT

ANACORTES MARINE ENTERPRISES, INC., Grantor in the above described Partial Assignment of Lease, does hereby consent to the above assignment of the aforesaid Partial Assignment subject to payments being made from time to time by the Assignee(s) hereof in accordance with said Partial Assignment to cover purchase of Partial Assignment and assessments for ANACORTES MARINA OWNERS ASSOCIATION, as they become due. This consent does not relieve the Assignor(s) from the obligation to make said payments in the event the Assignee(s) does not make said payments, and by this consent ANACORTES MARINE ENTERPRISES, INC. does hereby consent to this assignment of membership in ANACORTES MARINA OWNERS ASSOCIATION to the Assignee(s) subject to the approval of the Board of Trustees of ANACORTES MARINA OWNERS ASSOCIATION.

ANACORTES MARINE ENTERPRISES, INC.

Date: 10/29/03


By ALLAN F. OSBERG, PRESIDENT



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