



200807160136

Skagit County Auditor

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After Recording Return To:

PORT OF SKAGIT COUNTY
P.O. BOX 348
BURLINGTON, WA 98233

ASSIGNMENT OF LEASE AND CONSENT THERETO

DATED THIS 1st DAY OF July 2008

Reference number(s) of document(s) assigned or released:

Assessor's Parcel/Tax ID Number: 8012-000-081-0100/P120186

A. RECITALS

WHEREAS, the PORT OF SKAGIT COUNTY, a Washington municipal corporation, ("Lessor"), and BAYVIEW EXECUTIVE HANGARS, LLC., a Washington limited liability company entered into a lease dated December 1, 2004 for the real property legally described as Lot 81 of the Amended Skagit Regional Airport Binding Site Plan – Phase I, as recorded on March 4, 2003, under Auditor's File No. 200303040030 ("Premises"); and

WHEREAS, the PORT OF SKAGIT COUNTY, a Washington municipal corporation, and BAYVIEW EXECUTIVE HANGARS, LLC., a Washington limited liability company entered in a Restated lease dated July 1, 2008 for the Premises,

WHEREAS, BAYVIEW EXECUTIVE HANGARS, LLC ("Assignor") has transferred the improvements on the Premises and wishes to assign the Tenant's interest in the Lease to BAYVIEW EXECUTIVE HANGARS CONDOMINIUM ("Assignee"), of which transfer and assignment the Lessor approves; and

NOW, THEREFORE, BASED ON THE FORGOING, THE PARTIES NOW ACT AND AGREE AS FOLLOWS:

B. ASSIGNMENT

FOR VALUE RECEIVED: (1) Assignor, hereby grants, bargains, sells, assigns, transfers and delivers unto Assignee, Assignor's interest in the Lease; and (2) Assignee hereby agrees to accept assignment of the Lease.

C. CONSENT

Lessor hereby consents to the forgoing Assignment of the Lease subject to and contingent upon compliance with the following agreements and conditions:

1. Assignee hereby unconditionally: (a) assumes all of Assignor's obligations contained in the Lease; and (b) accepts, and agrees and covenants to comply with, and guarantees performance and fulfillment of, all the terms and conditions contained in the Lease.

2. Assignor hereby agrees to comply with all its financial obligations as Lessee incurred to the Lessor through the date of assignment or as thereafter may be determined to have been incurred prior to the date of assignment.

3. A determination by the Lessor, at its sole discretion, that: (a) Assignee is financially responsible to meet Lessee's financial obligations pursuant to the Lease.

4. The Assignee hereby agrees that all notices and payments hereunder may be delivered or mailed as set forth herein. If delivered by messenger, courier (including overnight air courier) or facsimile transmittal, the same shall be deemed delivered when received at the street addresses or facsimile numbers listed below. Lessor shall have no obligation to deliver any notice to Assignor. All notices and payments mailed, whether sent by regular post or by certified or registered mail, shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided below, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section.

To Lessor: **Street Address:**
Port of Skagit County
15400 Airport Drive
Burlington, WA 98233
Phone No.: (360) 757-0011

Mailing Address:
Port of Skagit County
P. O. Box 348
Burlington, WA 98233

To Assignee: **Street Address:**
Bayview Executive Hangars Condominium
c/o Brian Hofferth, Registered Agent
15263 Flightline
Burlington, WA 98233
Phone No.: (360) 293-3654

Mailing Address:

Same as Street Address

ASSIGNMENT OF LEASE WITH CONSENT THERETO
ASSIGNOR: BAYVIEW EXECUTIVE HANGARS, LLC.
ASSIGNEE: BAYVIEW EXECUTIVE HANGARS CONDOMINIUM™

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The signature of Assignor hereinafter made constitutes evidence of Assignor's acceptance of the terms and conditions herein stated as set forth in paragraph C above. The signature of the Assignee hereinafter made constitutes evidence of Assignee's acceptance of the terms and conditions herein stated and agreement to comply with the matters referenced in the paragraph C above and Assignee's guarantee of the performance and fulfillment of the obligations in the Lease.

ASSIGNOR:
BAYVIEW EXECUTIVE HANGARS, LLC.

ASSIGNEE:
BAYVIEW EXECUTIVE HANGARS
CONDOMINIUM

By: Brian Kent Hofferth

By: Brian Kent Hofferth

Its: Manager

Its: President

Date: 6/11/08

Date: 6/11/08

Attest:

Attest:

By: _____

By: _____

Its: _____

Its: _____

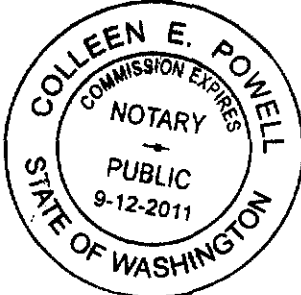
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Amount Paid: \$
By: OL Skagit Co. Treasurer

On this 11th day of June 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Brian Hofferth, to me known to be manager of Bayview Executive Hangars, LLC the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the day and year first above written.



Colleen E. Powell

Notary Public in and for the state of

Washington, residing at Anacortes

My commission expires: 9/12/2011

Printed Name: Colleen E Powell

ASSIGNMENT OF LEASE WITH CONSENT THERETO
ASSIGNOR: BAYVIEW EXECUTIVE HANGARS, LLC.
ASSIGNEE: BAYVIEW EXECUTIVE HANGARS CONDOMINIUM

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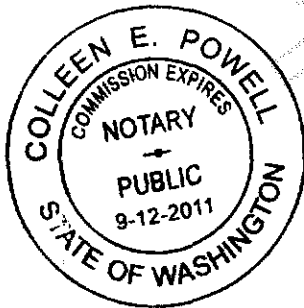
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 11th day of June, 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Brian Hofferth to me known to be the agent of Bayview Executive Hangars Condominium that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they/he/she is/are authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the say and year first above written.



[Signature]
Notary Public in and for the state of
Washington, residing at Anacortes
My commission expires: 9/12/2011

Printed Name: Colleen E. Powell

ASSIGNMENT OF LEASE WITH CONSENT THERETO
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ASSIGNEE: BAYVIEW EXECUTIVE HANGARS CONDOMINIUM

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The Lessor hereby consents to the assignment of the above-referenced Lease, on the conditions hereinbefore set forth.

Jerry Kaufman, Commission President

Kevin Ware, Commission Secretary

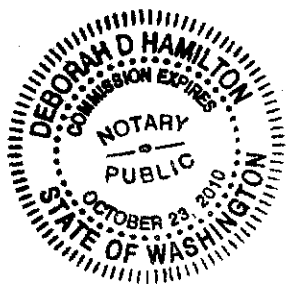
Date _____

Date _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 8th day of July 2008 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Jerry Kaufman and Kevin Ware, to me known to be the president and secretary, respectively of the Port Commission of the Port of Skagit County, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument,

Witness my hand and official seal hereto affixed the day and year first above written.



Deborah D. Hamilton
Notary Public in and for the state of
Washington, residing at Burlington, WA
My commission expires: 10-23-10

Printed Name: Deborah D. Hamilton

ASSIGNMENT OF LEASE WITH CONSENT THERETO
ASSIGNOR: BAYVIEW EXECUTIVE HANGARS, LLC.
ASSIGNEE: BAYVIEW EXECUTIVE HANGARS CONDOMIN



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