



201008190020

Skagit County Auditor

8/19/2010 Page

1 of

9 11:04AM

AFTER RECORDING RETURN TO:

Richard P. Matthews
CARNEY BADLEY SPELLMAN, P.S.
701 Fifth Avenue, Suite 3600
Seattle, WA 98104-7010

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

1. Assignment of Lease
- 2.
- 3.
- 4.

2521
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Reference Number(s) of Documents assigned or released:

AUG 19 2010

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

Additional numbers on page _____ of document

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

1. Dykstra, Sandra J. – Personal Representative, Estate of Steven R. Dykstra
- 2.
- 3.

Additional names on page _____ of document

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

1. Dykstra, Sandra J.
2. Dykstra, William S.
- 3.

Additional names on page _____ of document

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

Slip B-70, Anacortes marina Condominium, Pase II

Complete legal description is on page 4 (page 1 of Exhibit A) of document

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

P82493 and 4440-002-070-0001

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.

ASSIGNMENT OF LEASE

In consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Sandra J. Dykstra as Personal Representative of the Estate of Steven R. Dykstra, as Assignor, hereby conveys, assigns, transfers and sets over to Sandra J. Dykstra and William S. Dykstra, husband and wife, as Assignees, whose address is 519 East Race Road, Coupeville, Washington 98239, the leasehold interest in Skagit County, Washington as evidenced by Partial Assignment of Lease dated September 8, 1981 and recorded on September 15, 1981 in Skagit County, Washington under Auditor's Filing No. 8109150057 wherein Anacortes Marine Enterprises, Inc., a Washington corporation, appears as Grantor and Assignor herein appears as Grantee, said leasehold interest known as Tax Parcel No. 4440-002-070-001 and more particularly described on attached Exhibit A, Partial Assignment of Lease executed on April 22, 1998 and incorporated herein in its entirety. (Parcel No. P82493)

Assignees accept the assignment of all Assignor's interest in the Lease, understands all of the terms and conditions thereof and assumes and agrees to perform all of Assignor's covenants, duties, and other obligations under the Lease pursuant to its terms, including the obligation to pay rents, accruing from and after the date of this Assignment of Lease. Assignor acknowledges and agrees to pay and perform all of Assignor's obligations under the Lease arising or accruing before the date of this Assignment of Lease.

ASSIGNOR:

ASSIGNEES:

ESTATE OF STEVEN R. DYKSTRA

By Sandra J. Dykstra
Sandra J. Dykstra
Personal Representative

Sandra J. Dykstra
Sandra J. Dykstra, individually and not in
her capacity as Personal Representative

William S. Dykstra
William S. Dykstra

STATE OF WASHINGTON)
) ss.
COUNTY OF Island)

On this 3rd day of August 2010, before me personally appeared Sandra J. Dykstra as Personal Representative of the Estate of Steven R. Dykstra, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Personal Representative on behalf of such Estate for the uses and purposes mentioned, and on oath stated that she was authorized to execute said instrument.



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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Sabrina D Rainey

SABRINA D RAINNEY (Print Name)

Notary Public in and for the State of
Washington, residing at Capeville, WA 98529
My Commission Expires: MARCH 12, 2013

CONSENT TO ASSIGNMENT

The undersigned, who is the Grantor under the Lease (the "Lessor") hereby (1) irrevocably consents to the assignment of the Lease from Assignor to Assignees, and Assignees' assumption of the Lease, including any renewal, right of first refusal and purchase options contained in the Lease, pursuant to the terms of the foregoing Assignment of Lease; (2) waives any provision of the Lease prohibiting such assignment and assumption; (3) confirms to Assignee that the Lease: (a) was properly executed and delivered, (b) is valid and binding upon the Lessor, (c) has not been assigned or modified, and (d) is in full force and effect in the form attached as Exhibit A; and (4) confirms to Assignee that Assignor has paid all rent due under the Lease, and is not otherwise in default under the Lease, through the date of Assignment; provided, however, by consenting to the Assignment, Lessor is not releasing Assignor from any future liability on the Lease.

ANACORTES MARINE ENTERPRISES, INC.

[Signature]
By _____
Title SEC/TREAS
Date Signed: 8/9/10



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PA-84950-E

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,

JOHN QUINCY BROWN, JR. FAMILY REVOCABLE 1977 TRUST, as Assignor
whose address is P O BOX 13530
SACRAMENTO, CA 95853-4530

hereby conveys, assigns, transfers and sets over to

STEVEN R. DYKSTRA, an unmarried individual, as Assignee
whose address is 3027 'K' STREET N.E.
AUBURN, WA 98002

the leasehold interest in Skagit County, Washington as evidenced by Partial Assignment of Lease dated the 8TH day of SEPTEMBER, 1981, and recorded on SEPTEMBER 15, 1981 in Skagit County, Washington under Auditor's Filing No. 8109150057 wherein ANACORTES MARINE ENTERPRISES, INC., a Washington corporation, appears as Grantor and Assignor herein appears as Grantee, said leasehold interest being more particularly described: TAX ID NO. 4440-002-070-0001

The leasehold estate in apartment and/or moorage slip B-70, PHASE II 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(5) 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 22nd day of APRIL, 19 98 .

John Quincy Brown, Jr.
JOHN QUINCY BROWN, JR. (Assignor)

(Assignor)

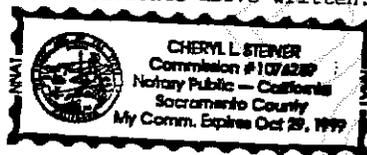
California
STATE OF ~~WASHINGTON~~)
COUNTY OF Sacramento) ss.

On this 22nd day of APRIL, 19 98, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

JOHN QUINCY BROWN, JR.

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the said instrument as his 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.



Cheryl L. Steiner
Notary Public in and for the State of Washington, residing at California
8062 Langdale Way, Sacramento, CA 95829

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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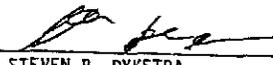
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acts and/or pay upon receipt of any such payments as may be required pursuant to the Consent to Assignment and approval dated August 5, 1981, executed by the Department of Natural Resources of the State of Washington and Anacortes Marine Enterprises, 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 ~~16th~~ 24th day of APRIL, 1998.


STEVEN R. DYKSTRA (Assignee)

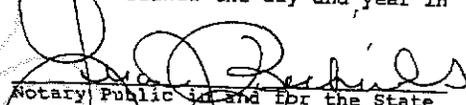
(Assignee)

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 24 day of APRIL, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEVEN R. DYKSTRA to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the said instrument as his 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.




Notary Public in and for the State of Washington, residing at Mt. Vernon
Lisa J. Richards
Commission Expires July 9, 2000

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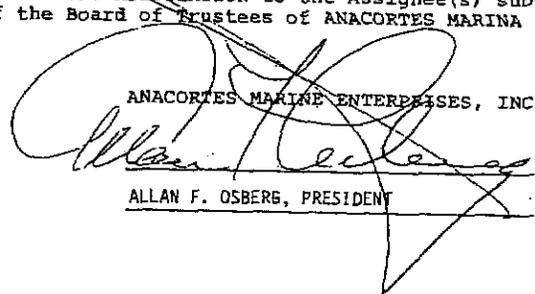


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CONSENT OF DECLARANT

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.



ALLAN F. OSBERG, PRESIDENT

Date: APRIL 16, 1998

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