



201703280089

Skagit County Auditor

\$76.00

3/28/2017 Page

1 of

4

3:59PM

Return Address:
Kent Probate, Wills & Trusts
Kevin J. Copp, Attorney at Law
25028 104th Ave. SE
Kent, WA 98030

QUIT CLAIM DEED

Grantors:

1. **HUGHES, KENNETH L.**
2. **HUGHES, MARY LAEL**

Grantees:

1. **KENNETH L. HUGHES and MARY LAEL HUGHES**, trustee, or successor trustee of the **KENNETH L. HUGHES AND MARY LAEL HUGHES TRUST DATED SEPTEMBER 13, 2016.**

Property Address:

1. N/A

Legal Description:

1. ANACORTES MARINA CONDO 2 DOCK B-12

Assessor's Property Tax Parcel Account Number:

1. P82435

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20171198
MAR 28 2017

QUIT CLAIM DEED

Amount Paid \$ 0
By *Kenneth L. Hughes* Skagit Co. Treasurer
Mary Lael Hughes Deputy
KENNETH L. HUGHES and MARY LAEL HUGHES, a married couple, hereby quit claims and conveys to **KENNETH L. HUGHES and MARY LAEL HUGHES, trustee, or successor trustee of the KENNETH L. HUGHES AND MARY LAEL HUGHES TRUST DATED SEPTEMBER 13, 2016**, (hereinafter referred to as "Assignee"), the following described real estate in Skagit County, State of Washington:

The leasehold estate in apartment and/ or moorage slip B-12, PHASE II OF THE Anacortes Marina Condominium, a lease-hold condominium, located in the leasehold estate created by those certain leased 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 is 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;
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 MARIN 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

prorate share of the maintenance assessment and other cost 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 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 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 Paragraph 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.

