

UNRECORDED



Skagit County Auditor
3/20/2018 Page 1 of 5 11:58AM \$152.00

After Recording Return To:
PORT OF SKAGIT COUNTY
P.O. BOX 348
BURLINGTON, WA 98233

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 20 2018

Amount Paid \$ ✓
Skagit Co. Treasurer
By *MG* Deputy

ASSIGNMENT OF LEASE AND CONSENT THERETO

DATED THIS 4 DAY OF NOVEMBER 2006

Reference number(s) of document(s) assigned or released: 200504200106

Assessor's Parcel/Tax ID Number: 8052-000-018-0000/P121746
Abbrv. Legal Unit 810 Bayview Hangar Condominium

A. RECITALS

CHICAGO TITLE
020033751

WHEREAS, the PORT OF SKAGIT COUNTY, a Washington municipal corporation, ("Lessor"), and DEAN HOLT CONSTRUCTION, LLC., a Washington limited liability company entered into a lease dated July 1, 2004 for the real property legally described as Lot 18 of the Phase II Binding Site Plan dated June 28, 2004 and as recorded on June 28, 2004, under Auditor's File No. 200406280198 (the "Premises") and recorded under Skagit County Auditor's file number 200504200106 ("Lease"); and

WHEREAS, DEAN HOLT CONSTRUCTION, LLC ("Assignor") has transferred the improvements on the Premises and wishes to assign the Tenant's interest in the Lease to UNIT OWNERS ASSOCIATION OF BAYVIEW CONDOMINIUM, Inc., a Washington not-for-profit corporation ("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.

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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.

<u>To Lessor:</u>	<u>Street Address:</u> Port of Skagit County 15400 Airport Drive Burlington, WA 98233 Phone No.: (360) 757-0011 Fax No.: (360) 757-0014	<u>Mailing Address:</u> Port of Skagit County P. O. Box 348 Burlington, WA 98233
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<u>To Assignee:</u>	<u>Street Address:</u> Unit Owners Association of Bayview Condominium c/o Phil Kinkel, registered Agent 7348 Teal Lane Bow, WA 98232 Phone No.: (360) 757-6456	<u>Mailing Address:</u> Same as Street Address
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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:
DEAN HOLT CONSTRUCTION, LLC.

ASSIGNEE:
UNIT OWNERS ASSOCIATION OF
BAYVIEW CONDOMINIUM

By: DHJas

By: [Signature]

Its: OWNER

Its: OFFICER

Date: 11.04.06

Date: 11/04/06

Attest:

Attest:

By: _____

By: _____

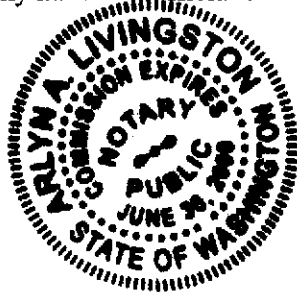
Its: _____

Its: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 4th day of November 2006 before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Dean Holt to me known to be president of Dean Holt Construction, 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 say and year first above written.



[Signature]

Notary Public in and for the state of
Washington, residing at Boz WA
My commission expires: 6-28-08

Printed Name: Arlyn Livingston

ASSIGNMENT OF LEASE WITH CONSENT THERETO
ASSIGNOR: DEAN HOLT CONSTRUCTION, LLC.
ASSIGNEE: UNIT OWNERS ASSN. OF BAYVIEW CONDOMINIUM

