When recorded return to: Rebecca Skelton Goodell 7630 Parker Rd Sedro Woolley, WA 98284



Skagit County Auditor 3/20/2018 Page

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\$152.00 5 11:59AM

# DOCUMENT TITLE(S)

Assignment and Assumption of Lease

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: 201803200000
Additional reference purpoers on page of document
Additional reference difficults on page or document
GRANTOR(S)
Owners Assocation of Bayview Hanger Condominium Inc
☐ Additional names on page of document
GRANTEE(S)
Rebecca Skelton Goodell
☐ Additional names on page of document
ABBREVIATED LEGAL DESCRIPTION
Unit(S): 810 Condo: BAYVIEW HANGAR CONDOMINIUM
Complete legal description is on page of document
TAX PARCEL NUMBER(S)
P129773 / 4854-000-810-0000
Additional Tax Accounts are on pageof document
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.
"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."  Signature of Requesting Party
Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin formatting requirements

## ASSIGNMENT AND ASSUMPTION OF LEASE

#### **RECITALS**

- A. WHEREAS, Assignor is in charge of leasing aviation hangers (located at 15031 Crosswind Drive in Bullington Washington) as per that certain Lease dated November 1, 2010, recorded under Skagit County Auditor's File No. 2018032000 between the PORT OF SKAGIT COUNTY, a Washington municipal corporation and the UNIT OWNERS' ASSOCIATION OF BAY VIEW HANGAR CONDOMINIUM, INC., a Washington not for-profit corporation.
- B. WHEREAS Assignor now desires to assign the Lease to Assignee, and Assignee desires to assume all obligations under said Lease for property legal described on Exhibit A attached hereto.

NOW, THEREFORE, for the recitals above which are incorporated below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

- 1. <u>Assignment</u>. Effective as of the date hereof, Assignor hereby grants, conveys, assigns, transfers to Assignee, its successors and assigns, the Lease, for condominium unit #810 at 15031 Crosswind Drive, Burlington, Washington for the remaining term and all extensions thereof, together with any and all rights and appurtenances thereto in any way belonging to Assignor, its successors and assigns.
- 2. <u>Acceptance and Assumption</u>. Effective as of the date hereof, Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of the Lease required to be performed under the lease from and after the date hereof.
- 3. <u>Indemnification by Assignee</u>. Assignee shall indemnify, defend and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease arising out of or relating to the period from and after the date hereof.
- 4. <u>Indemnification by Assignor</u>. Assignor shall indemnify, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease arising out of or relating to the period prior to the date hereof.
- 5. Facsimile Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment via facsimile transmission shall be as effective as delivery of an original signed copy.

- 6. <u>Construction.</u> The language of this Assignment will be construed simply, according to its fair meaning, and not strictly for or against any Party, and shall be governed by the laws of the State of Washington.
- 7. Additional Acts. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

[end of text]

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

MAR 2 0 2018

Amount Paid S
Skagit Co. Treasurer
By MA Deputy

ASSIGNOR:	ASSIGNEE:
Owners Association of Bayview Hanger Condominium, Inc.	Rebecca Skelton Goodell
By:	By: Skelton Goodell
ts:	Its:

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### **EXHIBIT A**

## Legal Description of the Property

Unit 810, BAYVIEW HANGAR CONDOMINIUM, according to the Declaration of Condominium recorded April 22, 2005, under Auditor's File No. 200504220156, records of Skagit County, Washington and the Survey Map and Plans thereof recorded April 22, 2005, under the Auditors File No. 200504220155, records of Skagit County, Washington.

Situated in Skagit County, Washington.

