

AFTER RECORDING RETURN TO:  
ANACORTES MARINE ENTERPRISES, INC.  
P.O. BOX 33368  
SEATTLE, WA 98133



**201806070011**

06/07/2018 09:09 AM Pages: 1 of 8 Fees: \$106.00  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2018 2432  
JUN 07 2018

Amount Paid \$ 1072.00  
Skagit Co. Treasurer  
By *MLM* Deputy

*Land title*

*# 02-16578-02*

**ANACORTES MARINA  
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,

**Henry C. Carsberg and Jerica L. Carsberg, Husband and Wife**

as Assignor, whose address is:

3826 E. College Way, Unit A, Mount Vernon, WA 98273

hereby conveys, assigns, transfers and sets over to:

*P82342*

**Dennis L. Duncan, a single individual**

as Assignee, whose address is:

that leasehold interest in Skagit County, Washington as evidenced by that certain Partial Assignment of Lease (the "Original Assignment") dated the 20th day of April, 1993 and recorded on May 5, 1993 in Skagit County, Washington under Auditor's Filing No. 9305050077, wherein Anacortes Marine Enterprises, Inc., a Washington corporation, appears as Grantor, and Arthur and Susan Henry, Husband and Wife appears as Grantee.

Subsequent assignments from:

Arthur & Susan Henry to Henry & Jerica Carsberg, File No. 200106260108

Said leasehold interest is more particularly described as follows:

Apartment and/or moorage slip F-17, Phase I of the Anacortes Marina Condominium (the "Condominium"), according to the Condominium Declaration of Anacortes Marina Condominium recorded under Skagit County Auditor's Filing No. 8106010012, as amended by amendment recorded under Skagit County Auditor's Filing Nos. 8106260020, 8108120086, 8306160023, 8307190014, and 201606170112 (as amended and as it may in the future be amended, the "Condominium Declaration"),

and as shown on the Plans and Survey recorded under Skagit County Auditor's Filing Nos. 8106010014, 199912200131, 8108120085, 8306160022, and 8307190013. Together with that undivided percentage interest in the Common Areas and Facilities appertaining to the Apartment and/or Moorage Slip.

The leasehold interest is hereafter referred to as the "Apartment and/or Moorage Slip".

THE APARTMENT AND/OR MOORAGE SLIP IS SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS, COVENANTS, CONDITIONS AND AGREEMENTS OF RECORD INCLUDING, WITHOUT LIMITATION, THE FOLLOWING:

1. The terms and conditions of that certain Lease, dated April 22, 1981, by and between Fidalgo, Inc., as lessor, and Anacortes Marine Enterprises, Inc., as lessee, recorded on April 24, 1981, under Skagit County Auditor's Filing No. 8104240010, as it may be amended (the "Fidalgo Lease");
2. The terms and conditions of that certain Aquatic Lands Lease No. 22-A02510, dated as of April 5, 2017, by and between the State of Washington Department of Natural Resources, as lessor, and Anacortes Marina Owners Association, as lessee, recorded on May 11, 2017, under Skagit County Auditor's Filing No. 201705110008, as it may be amended (the "DNR Lease");
3. The terms, provisions, definitions, covenants, options, obligations and restrictions contained in the Condominium Declaration or in any By-Laws adopted pursuant to the Condominium Declaration;
4. The liability of the Apartment and/or Moorage Slip for assessments due or to become due to the Anacortes Marina Owners Association pursuant to the Condominium Declaration, including, without limitation, the Apartment and/or Moorage Slip's prorata share of sums due under the Fidalgo Lease and DNR Lease;
5. 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.);

The Apartment and/or Moorage Slip may be used for moorage purposes only. The post office address of the property is 2415 'T' Avenue, Anacortes, Washington 98221.

[Signatures on Next Page]



ACCEPTANCE OF PARTIAL ASSIGNMENT AND POWER OF ATTORNEY

In consideration of the foregoing Partial Assignment of Lease, the undersigned hereby accepts said Partial Assignment of Lease. By acceptance of this Partial Assignment of Lease, Assignee agrees to perform all obligations of an Apartment and/or Moorage Slip Owner pursuant to the Condominium Declaration, the Fidalgo Lease or the DNR Lease, or any amendments or restatements thereof now in existence and/or hereafter executed. By acceptance of this Partial Assignment of Lease, Assignee further 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.

Assignee acknowledge(s) receipt of copies of the Condominium Declaration, the Plans and Survey, the Fidalgo Lease and the DNR Lease. Assignee acknowledges that the Apartment and/or Moorage Slip is subject to the provisions of Subparagraph 23.5 of the Condominium Declaration which restricts the right of Assignee to sell, assign, and/or transfer the Apartment and/or Moorage Slip or any interest therein without the prior written consent of (i) Anacortes Marina Enterprises, Inc. or its successors, or (ii) after the period provided in Subparagraph 10.1 of the Condominium Declaration, the Anacortes Marina Owners Association.

Assignee further acknowledges that a portion of the property occupied by the Anacortes Marina Owners Association is state-owned aquatic lands subject to a lease granted by the Washington State Department of Natural Resources ("DNR") to Anacortes Marina Owners Association under DNR lease number 22-A02510 ("DNR Lease"). Any interest Assignee acquires in the Anacortes Marina Owners Association is subject to the terms of this DNR Lease. Assignee can inspect the DNR Lease at the offices of the Anacortes Marina located at 2415 T Avenue, Suite 1, Anacortes, WA 98221 during normal business hours. The DNR Lease is scheduled to expire on July 31, 2047. Expiration or termination of the DNR Lease will eliminate this leasehold from the Condominium Property. The DNR Lease is not subject to renewal. Solely at its discretion, DNR may issue a new lease to the current tenant. DNR has no obligation to re-lease this property to the Anacortes Marina Owners Association, its successors, or assigns. Apartment owners, either individually or collectively, have no reversionary interest in the leasehold. Apartment owners, either individually or collectively, have no right to lease the property upon termination or expiration of the DNR Lease.

Assignee accepts the Apartment and/or Moorage Slip and Common and Limited Common Areas in their present condition.

By acceptance of this Partial Assignment of Lease, Assignee hereby appoints and constitutes Anacortes Marine Enterprises, Inc., a Washington Corporation, the Declarant of the Condominium and/or the Anacortes Marina Owners 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 the Condominium Declaration:

1. For the purposes provided in Subparagraph 10.3.19 of the Condominium Declaration

2. To the extent provided in Paragraph 22 of the Condominium 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, 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 Assignee has executed this Acceptance of Partial Assignment and Power of Attorney this 6 day of June 2018.

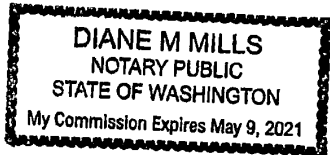
ASSIGNEE(S):

Dennis L. Duncan  
Dennis L. Duncan

STATE OF Washington )  
  )     SS.  
COUNTY OF Skagit )

On this 6<sup>th</sup> day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dennis L. Duncan to me known to be the individual(s) 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 purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



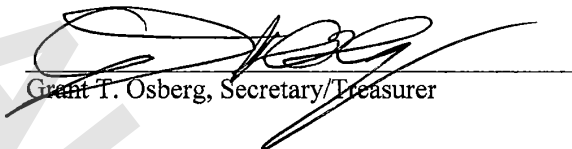
Diane Mills  
Notary Public in and for the  
State of Washington  
Residing at Milton

CONSENT OF DECLARANT

ANACORTES MARINE ENTERPRISES, INC., the grantor in the above described Original Assignment, does hereby consent to the above assignment of the aforesaid Original 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 the 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. By this consent Anacortes Marine Enterprises, Inc. does also consent to this assignment of membership in the Anacortes Marina Owners Association to the Assignee(s) subject to the approval of the Board of Directors of the Anacortes Marina Owners Association.

DATED this 29<sup>th</sup> day of MAY, 2018

ANACORTES MARINE ENTERPRISES, INC.

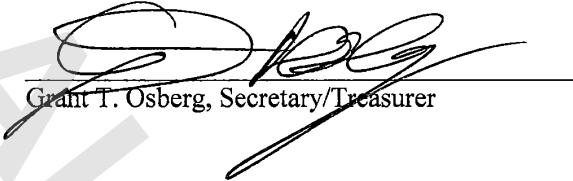
  
Grant T. Osberg, Secretary/Treasurer

CONSENT OF DECLARANT

ANACORTES MARINE ENTERPRISES, INC., the grantor in the above described Original Assignment, does hereby consent to the above assignment of the aforesaid Original 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 the 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. By this consent Anacortes Marine Enterprises, Inc. does also consent to this assignment of membership in the Anacortes Marina Owners Association to the Assignee(s) subject to the approval of the Board of Directors of the Anacortes Marina Owners Association.

DATED this 29<sup>th</sup> day of MAY, 2018

ANACORTES MARINE ENTERPRISES, INC.

  
\_\_\_\_\_  
Grant T. Osberg, Secretary/Treasurer

**Schedule "A-1"****02-167578-OE****DESCRIPTION:**

A leasehold estate in the following described property:

Leasehold estate in apartment and/or moorage "F-17" of "Anacortes Marina Condominium, Phase 1," a leasehold condominium located in the leasehold estate created by those certain leases dated March 13, 1980 and April 22, 1981, recorded on April 24, 1981, under Skagit County Auditor's File Nos. 8104240009 and 8104240010, respectively, as shown on the plans and survey recorded on June 1, 1981, in Volume 13 of Condominiums, pages 32 through 38, inclusive, under Skagit County Auditor's File No. 8106010014, and as identified by the declaration recorded on June 1, 1981, under Skagit County Auditor's File No. 8106010012, First Amendment thereto recorded on June 26, 1981, under Skagit County Auditor's File No. 8106260020 and Second Amendment thereto recorded on August 12, 1981, under Skagit County Auditor's File No. 8108120086, and Third Amendment thereto, recorded on June 16, 1983, under Auditor's File No. 8306160023.

TOGETHER WITH that undivided percentage interest in the common areas and facilities as defined in RCW 64.32.010 (6) and paragraph 6 of said declaration appertaining to said apartment and/or moorage slip to be determined as provided in paragraph 8 of said declaration.

TOGETHER WITH limited common areas and facilities reserved for the exclusive use of said apartment and/or moorage slip "F-17", as provided in paragraph 7 of said declaration.

TOGETHER WITH an easement for parking, as provided in paragraphs 3.6 of said declaration.

Situate in the City of Anacortes, County of Skagit, State of Washington.