

AFTER RECORDING RETURN TO:
ANACORTES MARINE ENTERPRISES, INC.
P.O. BOX 3237
EDMONDS, WA 98020-3237

Real Estate Excise Tax
Exempt
Skagit County Treasurer
By Lena Thompson
Affidavit No. 20224590
Date 11/14/2022

GNW 22-16912

ANACORTES MARINA
PARTIAL ASSIGNMENT OF LEASE

In consideration WAC 458-61A-211 (6) No Change in Identity or Form of Ownership, the receipt and sufficiency which are hereby acknowledged,

J & K Moorage, LLC, a Washington limited liability company

as Assignor, whose address is:

23465 Gilmore St., West Hills, CA 91307

hereby conveys, assigns, transfers and sets over to:

Jeffrey A. White and Kimberly A. Livezey each as their separate property, as to an undivided ½ interest

as Assignee, whose address is:

23465 Gilmore St., West Hills, CA 91307

that leasehold interest in Skagit County, Washington as evidenced by that certain Partial Assignment of Lease (the "Original Assignment") dated the 1st day of June, 1988, and recorded on June 7, 1988 in Skagit County, Washington under Auditor's Filing No. 8806070064, wherein Anacortes Marine Enterprises, Inc., a Washington corporation, appears as Grantor, and

William and Barbara Coit, husband and wife

appears as Grantee.

Subsequent assignments from:

Coit to White Trust, File No. 199907290005; White to J&K Moorage, File No.

202207210039

Said leasehold interest is more particularly described as follows:

P82694/Slip C-27 Anacortes Marina Condo Ph. 3

Apartment and/or moorage slip **C-27, Phase III** 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, 201705250013(a re-recording of 201606170112), and 201811080010 (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]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Partial Assignment of Lease this 9 day of November 2022

ASSIGNOR(S):

Jeffrey A. White, Member

Kimberly A. Livezey, Member
Kimberly A. Livezey, Member

STATE OF Idaho)
) SS.
COUNTY OF Carthage)

I certify that I know or have satisfactory evidence that ~~Jeffrey A. White~~ and Kimberly A. Livezey signed this instrument on oath stated that they are authorized to execute this instrument and acknowledged it as the Members of J & K Moorage LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

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



Kendra Martinez
Notary Public in and for the
State of Idaho
Residing at 116 N Andrews Salmon, ID
83467

IN WITNESS WHEREOF, the undersigned Assignor has executed this Partial Assignment of Lease this 9th day of November 2022

ASSIGNOR(S):

Jeffrey A. White, Member
Jeffrey A. White, Member

Kimberly A. Livezey, Member

STATE OF)
) SS.
COUNTY OF)

I certify that I know or have satisfactory evidence that Jeffrey A. White and Kimberly A. Livezey signed this instrument on oath stated that they are authorized to execute this instrument and acknowledged it as the Members of J & K Moorage LLC to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

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

See attached

Notary Public in and for the
State of
Residing at

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)On 11/09/2022 before me, Ana Luisa Gutierrez, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

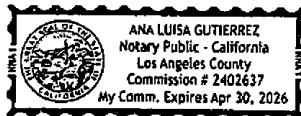
Jeffrey A. White

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: Partial Assignment & LeaseDocument Date: Nov. 9, 2022 Number of Pages: THREESigner(s) Other Than Named Above: Kimberly A. Liverex**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

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 March 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 _____ day of _____.

ASSIGNEE(S):

Jeffrey A. White

Kimberly A. Livezey
Kimberly A. Livezey

STATE OF Idaho)
COUNTY OF Lemhi) SS.

On this 8th day of November, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared **Jeffrey A. White and Kimberly A. Livezey** to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their 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.



Kendra Martinez
Notary Public in and for the
State of Idaho
Residing at 116 N Andrew Salmon, ID
83467

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 _____ day of _____.

ASSIGNEE(S):

Jeffrey A. White
Jeffrey A. White

Kimberly A. Livezey

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **Jeffrey A. White and Kimberly A. Livezey** to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the said instrument as their 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.


Notary Public in and for the
State of _____
Residing at _____

See attached

CIVIL CODE § 1189

State of California)
County of Los Angeles)
On 11/09/2022 before me, Ana Luisa Quiroz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Jeffrey A. White
Name(s) of Signer(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

 ANA LUISA GUTIERREZ
Notary Public - California
Los Angeles County
Commission # 2402637
My Comm. Expires Apr 30, 2026

Signature [Signature]
Signature of Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Acceptance and Partial Assignment and Power of Attorney
Document Date: November 9, 2022 Number of Pages: Three
Signer(s) Other Than Named Above: Kimberly A. Liveray

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

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 4th day of OCTOBER, 2022

ANACORTES MARINE ENTERPRISES, INC.


Grant T. Osberg, President