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03/31/2025 03:29 PM Pages: 1 of 7 Fees: \$309.50
Skagit County Auditor

REVIEWED BY SKAGIT COUNTY TREASURER DEPUTY <u>Lena Thompson</u> DATE <u>3.31.25</u>
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COVER SHEET

Return to:

PORT OF SKAGIT COUNTY
15400 AIRPORT DRIVE
BURLINGTON, WA 98233

Document Title(s) (or transactions contained herein):

1. **Consent to Assignment of Lease for Change of Ownership**

Reference No. of Related Document(s):

1. 2024-10180029
2. 2024-09170145

Grantor(s) (last name, first name and initials):

1. **Port of Skagit County**
2. **Joseph W. Fisher II and Barbara Ann Fisher Trust**

Grantee(s) (last name, first name and initials):

1. **Fisher Hangars Condominium Owners Association**

Legal Description (abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range)

**PTN OF LOT 87, ALTERATION TO AMENDED SKAGIT REGIONAL
AIRPORT BSP, PHASE I, AF# 202112100111**

Additional Legal Description(s) on pages N/A of Document.

Assessor's Parcel/Tax I.D. Number: 35352

**CONSENT TO ASSIGNMENT OF LEASE
FOR CHANGE OF OWNERSHIP**

This **CONSENT TO ASSIGNMENT FOR CHANGE OF OWNERSHIP** ("Agreement") is made and entered into this 26th day of March, 2025, by and between the **PORT OF SKAGIT COUNTY**, a Washington municipal corporation (hereinafter referred to as "Lessor"), **JOSEPH W. FISHER II AND BARBARA ANN FISHER TRUST** (hereinafter referred to as "Lessee"), and **FISHER EXECUTIVE HANGARS CONDOMINIUM OWNERS ASSOCIATION**, a nonprofit corporation (hereinafter referred to as "Assignee").

I. RECITALS

WHEREAS, the Lessor and Lessee entered into that Ground Lease Agreement dated September 14, 2021; and amended by First Amendment to Ground Lease Agreement dated October 14, 2024 (the "Lease"), wherein the Lessor leased property to Lessee defined as the "Premises" in the Lease;

WHEREAS, Lessee requested and received approval from Lessor to condominiumize the Premises;

WHEREAS, according to Lease Section 29, any change of Lessee's ownership is considered an assignment of the Lease and requires the Lessor's written consent;

WHEREAS, the Declaration of Condominium for Fisher Executive Hangars was recorded at Skagit County Auditor's File No. 202410180034 ("Declaration") along with the Survey Map for Fisher Executive Hangars, a Condominium recorded at Skagit County Auditor's File No. 202410180035, which created the Fisher Executive Hangars, a Condominium ("Condominium");

WHEREAS, upon the Condominium being created each Unit, together with its interest in the Common Elements, constitutes a separate parcel of real estate;

WHEREAS, the Common Elements of the Condominium include the land that is the subject of the Ground Lease, which is owned by Lessor and leased by Lessee as well as the improvements constructed by Lessee and owned by Lessee;

WHEREAS, the Assignee was formed as a nonprofit corporation to act as the owners association for the Condominium;

WHEREAS, Lessor and Lessee agreed that the Lease be assigned to the Assignee to remove the Lessor as the responsible party under the Lease by assigning the Lease to the Assignee;

WHEREAS, capitalized terms not defined herein shall have the meaning defined in the Declaration; and

WHEREAS, Section 3.4.7 of the Declaration provides that the Assignee will be the tenant under the Lease and this Agreement is to effectuate that.

II. TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT AND ASSIGNMENT:** Lessor consents to the assignment provided for herein as contemplated in the Declaration on the terms and conditions set forth herein. Lessee, hereby grants, bargains, sells, assigns, transfers and delivers unto Assignee, Lessee's interest in the Lease; and Assignee hereby agrees to accept assignment of the Lease.

2. **LEASE APPLIES:** The Assignee agrees to, and shall be bound by, all terms and conditions of the Lease, including all subsequent renewals, modifications, and assignments thereto. If there is any inconsistency between the Declaration and the Lease, the Lease shall control.

3. **NO MODIFICATION OR WAIVER:** This Agreement shall in no way affect any of the terms and conditions of the Lease. This Agreement shall not be deemed a consent of any other assignment or a waiver of Lessor's right to require consent to any further assignments.

4. **ASSIGNEE INSURANCE OBLIGATIONS:** Without limiting the generality of Assignee's obligations to the Lessor under this Agreement, the Assignee agrees to, and shall comply with, the insurance provisions contained in the Lease. Prior to occupying the Premises, the Assignee shall provide a certificate of insurance to the Lessor evidencing compliance with the same.

5. **WAIVER OF CLAIMS:** In partial consideration for consenting to this Agreement, the Lessee does hereby forever release, indemnify, and hold harmless the Lessor, its commissioners, employees, and agents from any and all Claims arising from, or connected with, the Lease or the Premises. For purposes of this paragraph, the term "Claims" means any and all claims, demands, lawsuits, judgments, demands, fines, or penalties, whether known or unknown and whether liquidated or unliquidated on the date of this Agreement.

6. **TRANSFER AND ATTORNEYS' FEES:**

6.1 Transfer Fee. Lessee shall pay an administrative handling and transfer fee ("Transfer Fee") of Three Hundred Dollars (\$300.00) to Lessor prior to Lessor reviewing the requested assignment.

6.2 Attorneys' Fees. In addition to the Transfer Fee, Lessee shall pay Lessor's reasonable and customary attorneys' fees incurred relating to the Lessee's request for Lessor's consent to this Agreement. Lessee's failure to remit this amount within sixty (60) days of the mailing of the notice of such charges shall constitute a default under this Lease. Notwithstanding anything to the contrary herein, the Lessee shall not be obligated to reimburse the Lessor in any case where an assignment or sublease is not accomplished due to total refusal on the part of Lessor to grant its consent to the request.

7. **CONDITION PRECEDENT:** Lessor's consent to the Declaration and assignment contained herein is conditioned upon the Lessee's payment of all amounts due and owing under the Lease up to and through the Declaration's recording date. In the event the Lessee fails to remit payment for any amounts due and owing up to and through the Declaration recording date, the Lessor's consent to the Declaration and assignment contained herein shall be

automatically revoked and this Agreement shall be null and void with the exception of Lessee's waiver of Claims set forth in Paragraph 5, above.

8. **GOVERNING LAW:** This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, jurisdiction and venue shall lie exclusively in Skagit County, Washington, and not in any federal court. The substantially prevailing party in any such dispute shall be entitled to an award of its attorneys' fees and costs.

9. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be signed in counterparts. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

10. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party, shall be in writing and addressed to the other party at the addresses as follows:

TO LESSOR:	Port of Skagit County 15400 Airport Drive Burlington, WA 98233
TO LESSEE:	Joseph W. Fisher II and Barbara Ann Fisher Trust 4072 San Juan Blvd Anacortes, WA 98221
TO ASSIGNEE:	Fisher Executive Hangars Condominium Owners Association 4072 San Juan Blvd Anacortes, WA 98221

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first (1st) attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

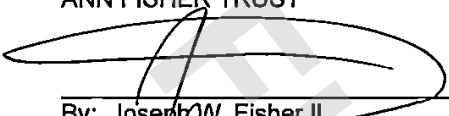
11. **UNIT OWNERS:** This Assignment does not affect the ownership of the individual Units as all Units are and will be owned by the Unit Owners as described in the Declaration.


12. **ENTIRE AGREEMENT:** This Agreement contains all of the understandings between the parties regarding the consent set forth herein. Each party represents that no promises, representations, or commitments have been made by the other as a basis for this Agreement which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Agreement and executed with all necessary legal formalities by the Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

LESSEE:


JOSEPH W. FISHER II AND BARBARA
ANN FISHER TRUST


By: Joseph W. Fisher II
Its: Trustee


By: Barbara Ann Fisher
Its: Trustee

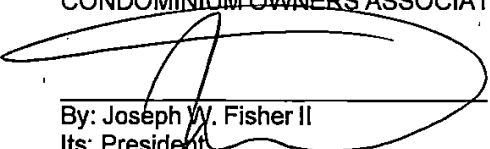
LESSOR:

PORT OF SKAGIT COUNTY


By: Sara K. Young
Its: Executive Director

ASSIGNEE:

FISHER EXECUTIVE HANGARS
CONDOMINIUM OWNERS ASSOCIATION


By: Joseph W. Fisher II
Its: President

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Joseph W. Fisher II to me known to be the Trustee of Joseph W. Fisher II and Barbara Ann Fisher Trust, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 26 day of March, 2025

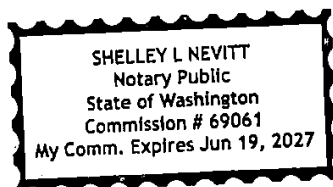


Shelley L. Nevitt
 Print Name: Shelley L. Nevitt
 NOTARY PUBLIC in and for the
 State of Washington, residing at Bow
 My commission expires: 6-19-2027

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Barbara Ann Fisher to me known to be the Trustee of Joseph W. Fisher II and Barbara Ann Fisher Trust, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 26 day of March, 2025



Shelley L. Nevitt
 Print Name: Shelley L. Nevitt
 NOTARY PUBLIC in and for the
 State of Washington, residing at Bow
 My commission expires: 6-19-2027

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Joseph W. Fisher II to me known to be the President of Fisher Executive Hangars Condominium Owners Association, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the nonprofit corporation.

GIVEN under my hand and official seal this 26 day of March, 2025

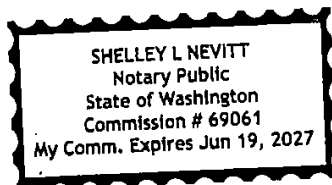


Shelley L. Nevitt
 Print Name: Shelley L. Nevitt
 NOTARY PUBLIC in and for the
 State of Washington, residing at Bow
 My commission expires: 6-19-2027

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared, Sara K. Young, to me known to be the Executive Director of the Port of Skagit County and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the corporation.

GIVEN under my hand and official seal this 25th day of March, 2025



Shelley L. Nevitt
 Print Name: Shelley L. Nevitt
 NOTARY PUBLIC in and for the
 State of Washington, residing at Bow
 My commission expires: 6-19-2027