

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Shannon Burrow  
DATE 04/07/2025

**ANACORTES MARINA**  
**PARTIAL ASSIGNMENT OF LEASE**

214325-LT

Abbreviated Legal  
Description: Anacortes Marina Condo 2 Dock B-61, Skagit County

Tax Parcel No.: P82484 (4440-002-061-0002)

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, **DAVID L. MACKIE, Trustee of the DAVID L. MACKIE FAMILY TRUST, established June 21, 2021, and SUSAN L. STIMAC, Trustee of the SUSAN L. STIMAC FAMILY TRUST, established June 21, 2021**, as Assignor, whose address is 395 Hawk Point Lane, Hamilton, MT 59840, hereby conveys, assigns, transfers and sets over to **B-61 Marine Partners, LLC**, a Washington limited liability company, as Assignee, whose address is 395 Hawk Point Lane, Hamilton, MT 59840, that certain leasehold interest in Skagit County, Washington as evidenced by that certain Partial Assignment of Lease (the "Original Assignment") dated the 1<sup>st</sup> Day of August, 1987, and recorded on August 3, 1987, in Skagit County, Washington under Auditor's Filing No. 8708030075, wherein Anacortes Marine Enterprises, Inc., a Washington corporation, appears as Grantor, and Louis and Jean Mackie Husband and Wife appears as Grantee.

Subsequent assignments from: Mackie to Mackie Family Trust, File No. 9110010049; Mackie family Trust to Louis Mackie Trust File No. 202003190111.

Said leasehold interest is more particularly described as follows:

Apartment and/or moorage slip **B-61, Phase II** 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 Commence on Following Page]

IN WITNESS WHEREOF, the undersigned Assignor has executed this Partial Assignment of Lease this 3<sup>rd</sup> day of April, 2025.

ASSIGNOR(S):

**DAVID L. MACKIE FAMILY TRUST**

\_\_\_\_\_  
**David L. Mackie, Trustee**

**SUSAN L. STIMAC FAMILY TRUST**

*Susan L. Stimac, Trustee*  
**Susan L. Stimac, Trustee**

*[See following page(s) for notary acknowledgments.]*

IN WITNESS WHEREOF, the undersigned Assignor has executed this Partial Assignment of Lease this 2<sup>nd</sup> day of April, 2025.

ASSIGNOR(S):

**DAVID L. MACKIE FAMILY TRUST**

David L. Mackie

**David L. Mackie, Trustee**

**SUSAN L. STIMAC FAMILY TRUST**

Susan L. Stimac, Trustee

*[See following page(s) for notary acknowledgments.]*

STATE OF MONTANA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public for the State of Montana, personally appeared **David L. Mackie**, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

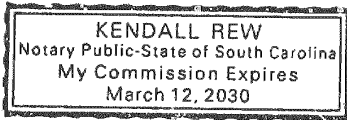
\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of Montana,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF York )

On this 3<sup>rd</sup> day of April, 2025, before me personally appeared **Susan L. Stimac**, who provided satisfactory evidence of her identification to the person whose name is subscribed to this instrument and she acknowledged that she executed the foregoing instrument by her signature here, as her free act and deed, for the uses and purposes therein mentioned.

Susan L. Stimac  
Susan L. Stimac

Sworn to and subscribed before me this 3<sup>rd</sup> day of April, 2025.

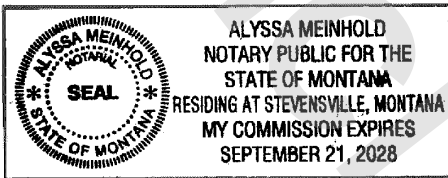


\_\_\_\_\_  
Notary Signature  
Print Name: Kendall Rew, Notary Public  
York County, South Carolina  
My commission expires: 03/12/2030

STATE OF MONTANA )  
 ) ss.  
COUNTY OF Beavert )

On this 2<sup>nd</sup> day of April, 2025, before me, a Notary Public for the State of Montana, personally appeared **David L. Mackie**, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Alyssa Meinhold  
Notary Signature  
Print Name: Alyssa Meinhold  
NOTARY PUBLIC for the State of Montana,  
residing at Stevensville  
My Commission expires: 9/21/2028

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Susan L. Stimac**, who provided satisfactory evidence of her identification to the person whose name is subscribed to this instrument and she acknowledged that she executed the foregoing instrument by her signature here.

\_\_\_\_\_  
Susan L. Stimac

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, South Carolina  
My commission expires: \_\_\_\_\_

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 3<sup>rd</sup> day of April, 2025.

ASSIGNEE(S):

**B-61 Marine Partners, LLC**

David L. Mackie, Manager

Susan L. Stimac, Manager  
Susan L. Stimac, Manager

*[See following page(s) for notary acknowledgments.]*

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 2<sup>nd</sup> day of April, 2025.

ASSIGNEE(S):

**B-61 Marine Partners, LLC**

*David L Mackie*

**David L. Mackie, Manager**

**Susan L. Stimac, Manager**

*[See following page(s) for notary acknowledgments.]*

STATE OF MONTANA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public for the State of Montana, personally appeared **David L. Mackie**, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

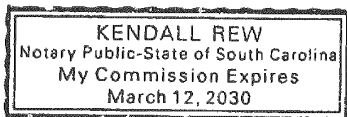
\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC for the State of Montana,  
residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF York )

On this 3<sup>rd</sup> day of April, 2025, before me personally appeared **Susan L. Stimac**, who provided satisfactory evidence of her identification to the person whose name is subscribed to this instrument and she acknowledged that she executed the foregoing instrument by her signature here, as her free act and deed, for the uses and purposes therein mentioned.

Susan L. Stimac  
Susan L. Stimac

Sworn to and subscribed before me this 3<sup>rd</sup> day of April, 2025.

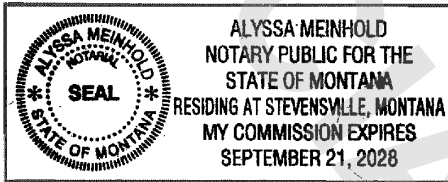


[Signature]  
Notary Signature  
Print Name: Kendall Rew, Notary Public  
York County, South Carolina  
My commission expires: 03/12/2030

STATE OF MONTANA )  
 ) ss.  
COUNTY OF Beaumont )

On this 2nd day of April, 2025, before me, a Notary Public for the State of Montana, personally appeared **David L. Mackie**, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as his free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.



Alyssa Meinhold  
Notary Signature  
Print Name: Alyssa Meinhold  
NOTARY PUBLIC for the State of Montana,  
residing at Stevensville  
My Commission expires: 9/21/2028

STATE OF SOUTH CAROLINA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared **Susan L. Stimac**, who provided satisfactory evidence of her identification to the person whose name is subscribed to this instrument and she acknowledged that she executed the foregoing instrument by her signature here.

\_\_\_\_\_  
Susan L. Stimac

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2025.

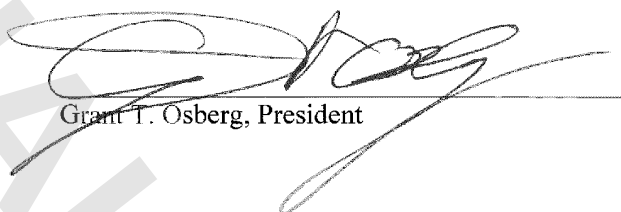
\_\_\_\_\_  
Notary Signature  
Print Name: \_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, South Carolina  
My commission expires: \_\_\_\_\_

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 11<sup>th</sup> day of MARCH, 2025.

ANACORTES MARINE ENTERPRISES, INC.

  
Grant T. Osberg, President