

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20251326

May 02 2025

Amount Paid \$5285.00

Skagit County Treasurer

By Lena Thompson Deputy

AFTER RECORDING MAIL TO:

Manuel Mattke
4457S Shore Drive
Anacortes, WA 98221

Unit 9-1 of 48° North Hangar Condominium P129784 215153-LT

ASSIGNMENT OF SUBLEASE AND CONVEYANCE OF CONDOMINIUM UNIT

WHEREAS, the Grantor, Matthew Murphy, unmarried person is the original lessee of land under that certain Lease Agreement between 48° North Aviation, LLC, A Washington Limited Liability Company and the Port of Anacortes, a Washington municipal corporation ("Ground Lessor") dated December 4th, 2003 and recorded under Auditor's Recording Number 200509290125, as amended in accordance with the certain First Amendment of the Lease dated March 30, 2006 and recorded under Skagit County Auditor's Recording Number 200606280155 (the lease amended the "Ground Lease"); and

WHEREAS, 48° North Aviation, LLC, a Washington limited liability company has constructed improvements on the land and created a leasehold condominium in the land and improvements; and

WHEREAS, on January 18, 2007, and recorded under Skagit County Auditor's Recording Number 200701180078, 48° North Aviation, LLC, a Washington limited liability assigned its interest in the Ground Lease to 48° North Hangar Owner's Association ("The Association"); and

WHEREAS, on August 14, 2020, and recorded under Skagit County Auditor's Recording number 202008140179, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to Matthew Murphy, (the "Sublease"); and

NOW, THERFOR, in consideration of the mutual promises, covenants, and contingencies, the parties agree as follows:

- (1) Sublease.** In consideration of ten dollars and other good and sufficient consideration in hand paid, Grantor assigns its interest in the Sublease to the Grantee.

Manuel Mattke, a married person as his separate property for the following condominium unit, for a term commencing upon consent by the Port of Anacortes as contained herein, and ending upon the expiration date of the Ground Lease or its sooner termination according to its terms, including all Grantor's interest in that portion of the improvements that are allocated to the Unit under the terms of the Declaration, which Unit is described as follows:

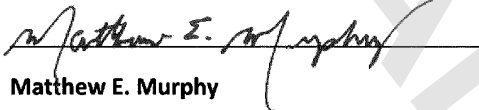
Unit 9-1, "48° North Hangar, A Leasehold Condominium," as per Survey Map and Set of Plans recorded October 6, 2006, under Auditor's File No. 200610060088 and Condominium Declaration as recorded October 6, 2006, under Auditor's File No. 200610060089, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington.

Parcel #129784

- (2) **Ground Lease.** All terms of the Ground Lease are incorporated within this document by this reference. Grantee is charged with a responsibility to be knowledgeable with all terms and conditions of the Ground Lease.
- (3) **Condominium Association.** Grantee is not a party or third-party beneficiary under the Ground Lessor. Grantee and other Unit Owners are each responsible for paying to the Association a share (computed according to the "Allocated Interest" for their respective Unit as defined in the Declaration) of the rent and other sums due under the Ground Lease. The Association will collect the proportionate rents paid on the Ground Lease by the Unit Owners in the form of Assessments. For the purposes of section 64.34.22(2) and (3) of the Revised Code of Washington, the Association is designated as the representative of the Unit Owners on all matters relating to the Ground Lease including the collection of the proportionate rents paid on the Ground Lease by the Unit Owners.

(4) Termination of Ground Lease. In the event that the Association fails to pay in full the rent due under the Ground Lease to Ground Lessor, or otherwise fails to pay in full the rent due under the Ground Lease to the Ground Lessor, or otherwise fails to cure a default under the Ground Lease which would entitle the Ground Lessor to terminate the Ground Lease (whether such default is due to the action of the Association, Grantee, other unit owner(s) or others), the Ground Lessor may terminate the entire Ground Lease and the entire interest of the Grantee or other Unit Owners make timely payment of their proportionate share of the rent for the Ground Lease and/or otherwise comply with all covenants other than the payment of rent which if violated would entitle the Ground Lessor to terminate the Ground Lease.


Matthew E. Murphy

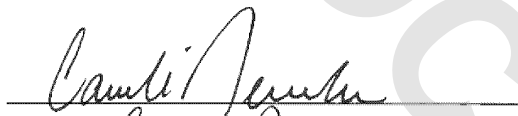
Assignment of Sublease dated 04/30/2025

State of Washington

County of Skagit

I certify that I know or have satisfactory evidence that Matthew E. Murphy the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: April 30, 2025


Name: Candi Newcombe

Notary Public in and for the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
CANDI NEWCOMBE
License Number 47549
My Commission Expires 08-01-2025

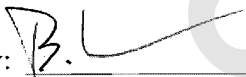
Residing at: Mt Vernon

My appointment expires: 8/1/25

CONSENT OF PORT OF ANACORTES

Port of Anacortes, a Washington municipal corporation, hereby consents to the foregoing Assignment of Sublease.

Port of Anacortes

By: 
Brett Greenwood
Executive Director

Date 4/29/25