

After recording return to:
Land Title and Escrow
3010 Commercial Avenue
Anacortes, WA 98221

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 20261638

May 29 2026

Amount Paid \$3141.00
Skagit County Treasurer
By Lena Thompson Deputy

Reference: 60036237-352

DOCUMENT TITLE(S):

Assignment of Sublease and Conveyance

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

n/a

GRANTOR(S):

Lea Mayberry, a single person, as her separate property

GRANTEE(S):

Robair Skyways LLC, a Washington Limited Liability Company

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:

Unit 9-8, 48 North Hangar

TAX PARCEL NUMBER(S):

4907-009-008-1000/P129791

**ASSIGNMENT OF SUBLEASE
AND CONVEYANCE OF CONDOMINIUM UNIT**

This Assignment of Sublease and Conveyance of Condominium Unit is entered into by and between Lea Mayberry, a single person, as her separate property, (collectively, the "Grantor"), and Robair Skyways LLC, a Washington Limited Liability Company, a (collectively, the "Grantee").

WHEREAS, 48° NORTH AVIATION, a WA limited liability company, is the original lessee (the "Ground Lessee") of land under that certain Lease Agreement between Ground Lessee and the Port of Anacortes (the "Ground Lessor"), a Washington municipal corporation, dated December 4, 2003 and recorded under Skagit County Auditor's Recording Number 200509290125, as amended in accordance with that certain First Amendment of Lease dated March 30, 2006 and recorded under Skagit County Auditor's Recording Number 200606280155 (the lease, as amended, the "Ground Lease"); and

WHEREAS, Ground Lessee constructed improvements on the land and created a leasehold condominium called 48° North Hangar Condominium; and

WHEREAS, on November 20, 2006 and recorded under Skagit County Auditor's Recording Number 200701180064, Ground Lessee assigned its interest in the Ground Lease to the 48° North Hangar Owners Association (the "Association"); and

WHEREAS, on November 20, 2006, the Association subleased that portion of the Ground Lease allocated to the Unit (identified and described in section 1 below) to Ground Lessee (the "Sublease"); and

WHEREAS, the Sublease was subsequently assigned by Ground Lessee;

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

(1) **Sublease.** In consideration of Ten Dollars and Other Valuable Consideration (\$10.00) and other good and sufficient consideration in hand paid, Grantor assigns its interest in the Sublease to the Grantee for the following-described 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 of 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 9-8 of 48° North Hangar Condominium, according to the Declaration of Condominium recorded in Skagit County, Washington on October 6, 2006 under Auditor's Number 200610060089, records of Skagit County, Washington and the Survey Map and Plans thereof recorded October 6, 2006, under Auditor's File No. 200610060088, records of Skagit County, Washington. Situate in the County of Skagit, State of Washington. (the "Declaration").

(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.

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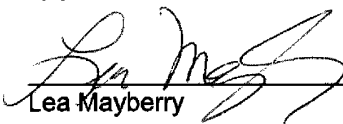
(3) **Condominium Association.** Grantee is not a party or third-party beneficiary under the Ground Lease. The Association will be responsible for paying rent and all other sums due under the Ground Lease to the Ground Lessor. Grantee and other Unit Owners are each responsible for paying to the Association 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 purposes of sections 64.34.220(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 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 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 and/or all the other Unit Owners in their respective Units, including where 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.

(5) **Ground Lessee's Liability.** Notwithstanding anything contained herein, Ground Lessee shall at all times remain liable to the Ground Lessor for any and all obligations of the lessee contained in the Ground Lease.

Dated this 28th day of May, 2026

Grantor(s)

By: 
Lea Mayberry

Grantee(s)

Robair Skyways LLC, a Washington Limited Liability Company

By: _____
Cary Roth, Manager

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(3) **Condominium Association.** Grantee is not a party or third-party beneficiary under the Ground Lease. The Association will be responsible for paying rent and all other sums due under the Ground Lease to 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 purposes of sections 64.34.220(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 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 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 and/or all the other Unit Owners in their respective Units, including where 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.

(5) **Ground Lessee's Liability.** Notwithstanding anything contained herein, Ground Lessee shall at all times remain liable to the Ground Lessor for any and all obligations of the lessee contained in the Ground Lease.

Dated this 28th day of May, 2026

Grantor(s)

By: _____
Lea Mayberry

Grantee(s)

Robair Skyways LLC, a Washington Limited Liability Company

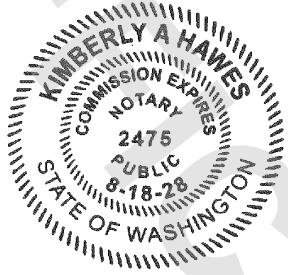
By: Cary Roth
Cary Roth, Manager

Assignment of Sublease
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State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Lea Mayberry**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 2026.



[Signature]
Notary Public in and for the State of Washington
Residing at Oak Harbor
My appointment expires: August 18, 2028

State of Washington)
) ss.
County of)

On this day personally appeared before me **Cary Roth as Manager for Robair Skyways LLC**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2026.

Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

Assignment of Sublease
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State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Lea Mayberry**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of _____, 2026.


Notary Public in and for the State of Washington
Residing at _____
My appointment expires: _____

State of Washington)
) ss.
County of Skagit)

On this day personally appeared before me **Cary Roth as Manager for Robair Skyways LLC**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of May, 2026.

KYLE BEAM
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION # 210008
COMMISSION EXPIRES 09/11/2027



Notary Public in and for the State of Washington
Residing at Skagit
My appointment expires: 09/11/2027

Notarized remotely online using communication technology via Proof.

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CONSENT OF PORT OF ANACORTES

Port of Anacortes, a Washington municipal corporation, hereby consents to foregoing Assignment of Sublease and conveyance of Condominium Unit.

Dated this 29 day of May, 2026.

Port of Anacortes

By: 

John Dumas, Executive Director

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