

ISLAND TITLE COMPANY
SB-1121

SHELTER BAY

ASSIGNMENT OF SUBLEASE

9105170136

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR
91 MAY 17 P4:10

KNOW ALL MEN BY THESE PRESENTS THAT RILEY T. BROWN and
LAURA B. BROWN, husband and wife,

Lessee(s) of a certain sublease dated the 5th day of November, 1970, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 9th day of November, 1970, in accordance with Short Form Sublease No. 623 (Master Lease No. 5086, Contract No. 14-20-0510-303) in the records of Skagit County, Auditor's Filing No. 745534 Volume 54, Pages 672 - 673 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable considerations paid for assignment of said sublease, receipt of which is hereby acknowledged by RILEY T. BROWN and LAURA B. BROWN, husband and wife, Assignor(s),

whose address is Post Office Box 670, LaConner, Washington 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said JAMES W. MACARTNEY and ELKE S. MACARTNEY, husband and wife, Assignee(s),

whose address is 623 Nehalem Lane, LaConner, Washington 98257, the within indenture of Sublease, and all right, title and interest now owned or hereafter acquired, of said Assignor(s), in said Sublease including any buildings and appurtenances thereto, and also all estate, right, title, term of years yet to come, claim and demand whatsoever of, in to or out of the same, to have and to hold the said estate and right, title and interest of the Lessee(s) as a member of Shelter Bay Community, Inc., a non-profit Washington corporation in accordance with the subject to the Articles of Incorporation and By-Laws and rules and regulations of Shelter Bay Community, Inc. As a part of the consideration the Assignee(s) assumes and agrees to pay the annual lease payments provided for in said sublease and the maintenance fees and assessments, if any, of Shelter Bay Community, Inc. from time to time as they become due. The next annual sublease payment payable to Shelter Bay Company, in the amount of \$60.00 is due and payable on the 1st day of July, 1991, and the next annual maintenance fee payable to Shelter Bay Community, Inc., in the amount of \$320.00 is due and payable on the 1st day of July, 1991.

THE REAL ESTATE described in said lease is as follows:

Lot No. 623, Survey of Shelter Bay Division No. 4 as recorded July 8, 1970 in official records of Skagit County, Washington under Auditor's Filing No. 740962

IN WITNESS WHEREOF the parties have hereto signed this instrument this
13 day of May 1991

#1994
SKAGIT COUNTY, WASHINGTON
Real Estate Excise Tax
PAID

MAY 17 1991

Amount Paid to
Skagit County Treasurer
By: Deputy

Riley T. Brown

Laura B. Brown

(Assignor(s))

James W. Macartney

Elke S. Macartney

(Assignee(s))

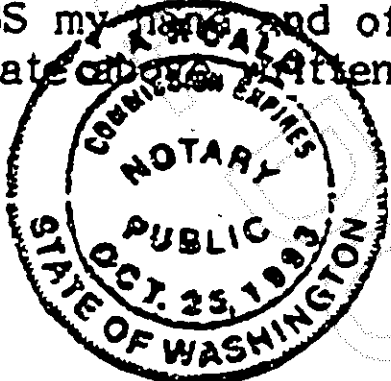
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STATE OF WASHINGTON)
COUNTY OF *Skagit*) SS.

On this *13th* day of *May*, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Riley T. Brown and Laura B. Brown** to me known to be the individuals 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 uses and purposes therein mentioned.

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



[Signature]
Notary Public in and for the State of Washington, residing at *543 Shelter Bay Dr., La Conner, WA. 98257*
My Commission Expires *10-25-1993*

STATE OF WASHINGTON)
COUNTY OF *KING*) SS.

On this *13th* day of *May*, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **James W. Macartney and Elke S. Macartney** to me known to be the individuals 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 uses and purposes therein mentioned.

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



[Signature]
Notary Public in and for the State of Washington, residing at
My Commission Expires *10-24-94*

CONSENT OF LESSOR

SHELTER BAY COMPANY, Seller in the above described Sublease, does hereby consent to the above assignment of the aforesaid Sublease, subject to payments being made from time to time by the Assignee(s) hereof in accordance with said Sublease to cover purchase of Sublease, annual lease payments and maintenance fees and assessments for Shelter Bay Community, Inc. 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, and by this consent Shelter Bay Company does hereby consent to the assignment of membership in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

SHELTER BAY COMPANY

Date: *May 13, 1991*

[Signature]
John W. Osberg, Vice President
[Signature]
Grant W. Osberg, Secretary