

RETURN TO:

SHELTER BAY COMPANY
P.O. Box 33303
Seattle, WA 98133



199908090035
Kathy Hill, Skagit County Auditor
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Tax # 5100-002-186-0000

SHELTER BAY

LAND TITLE COMPANY OF SKAGIT COUNTY

P-90115-E

ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT CHRISTIAN M. & LUCILLE V. McCRIRIE, Trustees of the McCRIRIE 2/12/80 Trust as amended & restated 6/24/88 and their successor or successors in interest Lessee(s) of a certain sublease dated the 7th day of August, 1977, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 9th day of August, 1977 in accordance with Short Form Sublease No. 186A (Master Lease No. 5020, Contract No. 14-20-0400-2949) in the records of Skagit County, Auditor's Filing No. 862262, Volume 279 Pages 217-218 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 CHRISTIAN M. & LUCILLE V. McCRIRIE, Trustees of the 2/12/80 Trust as amended & restated 6/24/88 and their successor or successors in interest Assignor(s), whose address is 1300 O Avenue, Apt. 108 Anacortes, WA 98221

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said GOFF T. SMITH and DODIE L. SMITH, as Trustees of the Smith Living Trust, dated January 22, 1999 Assignee(s), whose address is 186 Suquamish Way LaConner, WA 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 \$585.00 is due and payable on the 1st day of July, 1999 and the next annual maintenance fee payable to Shelter Bay Community, Inc., in the amount of \$394.00 is due and payable on the 1st day of July, 1999.

PRIOR ASSIGNMENTS of Sublease from DORIS W. ERICKSEN to ELDON J. & ELLEN E. DERKLAND & LUKE & LILA LONG Auditor's Filing No. 8605230040, ELDON J. & ELLEN E. DERKLAND & LUKE & LILA LONG to ELDON J. & ELLEN E. DERKLAND, Auditor's Filing No. 8707100073, ELDON J. & ELLEN E. DERKLAND to CHRISTIAN M. & LUCILLE V. McCRIRIE Auditor's Filing No. 8806010050 and from CHRISTIAN M. & LUCILLE V. McCRIRIE to THE CHRISTIAN M. & LUCILLE V. McCRIRIE TRUST Auditor's Filing No. 8810180023

THE REAL ESTATE described in said lease is as follows:

Lot No. 186, Survey of Shelter Bay Division No. 2 as recorded June 27, 1969 in official records of Skagit County, Washington under Auditor's Filing No. 728258

Together with the following described parcel:

Beginning at the most Northerly corner of Lot 186; thence North 50°44'37" East to the line of mean high tide; thence Southerly along the line of mean high tide to an intersection with a line projected South 66°59'21" East from the most Southerly corner of Lot 186; thence North 66°59'21" West to the most Southerly corner of Lot 186; thence North 91°00'00" West a distance of 145.02 feet along the waterward line of Lot 186 to the point of beginning

IN WITNESS WHEREOF the parties have hereto signed this instrument this 23rd day of July 1999

30842
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 09 1999

Amount Paid \$ 2140.75
Skagit County Treasurer
By: [Signature]
Deputy

[Signature]
Christian M. McCririe, Trustee

[Signature]
Lucille V. McCririe, Trustee Assignor(s)

[Signature]
Goff T. Smith, Trustee


[Signature]
Dodie L. Smith, Trustee Assignee(s)

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 4th day of August, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTIAN M. MCCRIRIE and LUCILLE V. MCCRIRIE, as Trustees

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.



Notary Public in and for the State of
Washington, residing at Mount Vernon
Nancy Lea Cleave
My Commission Expires: 9/01/02

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 23rd day of July, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GOFF T. SMITH and DODIE L. SMITH, as Trustees

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.


Notary Public in and for the State of
Washington, residing at Mount Vernon
Nancy Lea Cleave
My Commission Expires: 9/01/02

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: 8/6/99

FOL


Allan F. Osberg, President



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Kathy Hill, Skagit County Auditor
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