

RETURN TO:

SHELTER BAY COMPANY
P.O. Box 33368
Seattle, WA 98133

Tax Acct #
5100-002-405-0000

LAND TITLE COMPANY OF SKAGIT COUNTY

P-90540-E SHELTER BAY



199908270104

Kathy Hill, Skagit County Auditor

8/27/1999 Page 1 of 3 3:39:29PM

ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT LEMUEL B. COOPER and RUTH D. COOPER as joint tenants with rights of survivorship Lessee(s) of a certain sublease dated the 14th day of October, 1969 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 22nd day of October, 1969 in accordance with Short Form Sublease No. 405 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in the records of Skagit County, Auditor's Filing No. 732202, Volume 38 Pages 1 - 2 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 LEMUEL B. COOPER and RUTH D. COOPER as joint tenants with rights of survivorship Assignor(s), whose address is c/o John Cooper, 2500 Rainier Tower, 1301 Fifth Avenue, Seattle, WA 98101
ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said TERESA VAUGHN

Assignee(s), whose address is 1860-C Pull and Be Damned Road 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 \$225.00 is due and payable on the 1st day of July, 2000, 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, 2000.

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

AUG 27 1999

Amount Paid \$ 947.07
Skagit County Treasurer

By: *[Signature]* Deputy

THE REAL ESTATE described in said lease is as follows:

Lot No. 405, 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

IN WITNESS WHEREOF the parties have hereto signed this instrument this 19th day of August 1999

[Signature] POA
Lemuel B. Cooper
[Signature] POA
Ruth D. Cooper (Assignor(s))

[Signature]
Teresa Vaughn (Assignee(s))

UNOFFICIAL DOCUMENT



STATE OF WASHINGTON
County of SKAGIT } SS:

On this 19th day of August, 1999 before me personally appeared John G. Cooper, who executed the within instrument as Attorney in Fact for Lemuel B. Cooper and Ruth D. Cooper and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed as attorney in fact for Lemuel B. Cooper and Ruth D. Cooper for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Lemuel B. Cooper and Ruth D. Cooper are now living, and is not incompetent. Given under my hand and official seal the day and year last above written.

(Seal)

Candace M. Taylor
Candace M. Taylor
Notary Public in and for the State of Washington
Residing at Mount Vernon
My appointment expires: 01/01/01



STATE OF WASHINGTON)
) ss.
COUNTY OF)

On this _____ day of _____, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LEMUEL B. COOPER and RUTH D. COOPER

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

My Commission Expires

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 25th day of August, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TERESA VAUGHN

to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the said instrument as her 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.

Candace M. Taylor
Notary Public in and for the State of Washington, residing at Mount Vernon
Candace M. Taylor
My Commission Expires 1/1/01

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.



Date: 8/28/99

SHELTER BAY COMPANY
Allan F. Osberg

Allan F. Osberg, President

