

RETURN TO:

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



200107030095

, Skagit County Auditor

7/3/2001 Page 1 of 6 3:37:11PM

**SHELTER BAY
ASSIGNMENT OF SUBLEASE**

FIRST AMERICAN TITLE CO.

KNOW ALL MEN BY THESE PRESENT THAT:

NAULON EADES and ALMA EADES, husband and wife

B65619E-1

Lessee(s) of a certain sublease dated the 9th day of August, 1975
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 19th day of November, 1975 in accordance with Short Form Sublease No. 126 (Master Lease No. 5020 , Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 826351
Volume 201 Pages 438-439 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable consideration paid for assignment of said sublease, receipt of which is hereby acknowledged by

NAULON EADES and ALMA EADES, husband and wife

Assignor(s), whose address is: 12015 Marine Drive, Marysville, WA 98270

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said
RUSSELL R. ROBERTS and MARGARET L. ROBERTS, husband and wife

Assignee(s), whose address is 126 Lummi, 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 2001

PRIOR ASSIGNMENT of Sublease from:

None

THE REAL ESTATE described in said lease is as follows:

Lot No. 126, Survey of Shelter Bay Division No. 2, as recorded on June 27th 1969 in official records of Skagit County, Washington under Auditor's filing No. 728258

Together with the following described parcel:

Beginning at the southwest corner of Lot 126; thence South 81°00'00" West to the line of mean high tide; thence northerly and northeasterly along the line of mean high tide to the intersection with a line projected North 57°53'15" West from the northernmost corner of Lot 126; thence South 57°53'15" East to the northernmost corner of Lot 126; thence South 49°00'00" West a distance of 60.00 feet; thence South 90°0'00" East a distance of 60.00 feet to the point of beginning.

Subject to easement of record.

IN WITNESS WHEREOF the parties have hereto signed this instrument this 27th Day of

June 2001

Assignor(s)

Naulon Eades
NAULON EADES
Alma Eades
ALMA EADES
Naulon Eades POA

Assignee(s)

Russell R. Roberts
RUSSELL R. ROBERTS

Margaret L. Roberts
MARGARET L. ROBERTS

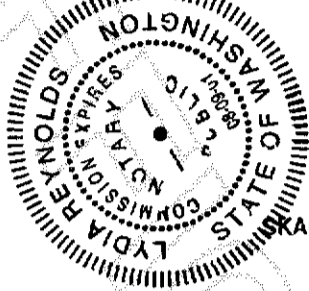
STATE OF Washington)
) SS.
COUNTY OF Skagit)

On this 29th day of June, 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

NAULON EADES and ALMA EADES

To me known to be the individual 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 the certificate above written.



Lydia Reynolds

Lydia Reynolds
Notary public in and for the State of

Washington

Residing at Mount Vernon

Real Estate Service Tax

JUL 03 2001

My Commission Expires 8/9/2001

STATE OF Washington)

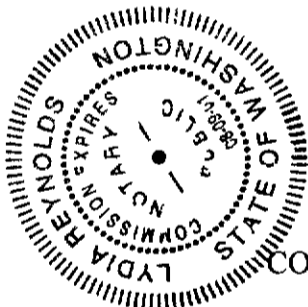
COUNTY OF Skagit)

On this 29th day of June, 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

RUSSELL R. ROBERTS and MARGARET L. ROBERTS

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.



Lydia Reynolds

Lydia Reynolds
Notary Public in and for the State of

Washington

Residing at Mount Vernon

My Commission Expires: 8/9/2001

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 payment, and by this consent Shelter Bay Company does hereby consent to the assignment of member ship 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: 7/2/01

Allan F. Osberg
Allan F. Osberg, President



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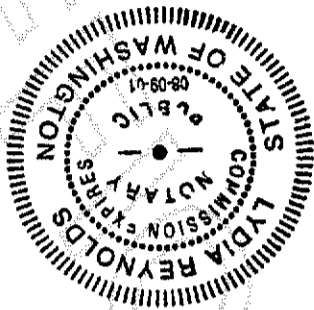
, Skagit County Auditor

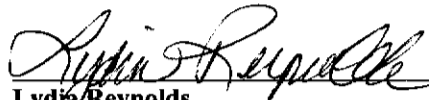
7/3/2001 Page 2 of 6 3:37:11PM

STATE OF WASHINGTON }
 } ss.
COUNTY OF SKAGIT }

On this 29TH day of JUNE, 2001, before me appeared NAULON EADES to me known to be the individual described in and who executed the foregoing instrument for HIM self and as Attorney in Fact for ALMA EADES and acknowledged that HE signed and sealed the same as HIS free and voluntary act and deed for HIM self and also as HIS free and voluntary act and deed as Attorney in Fact for said principal 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 principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.




Lydia Reynolds
Notary Public in and for the State of Washington,
residing at Mount Vernon

My appointment expires August 9, 2001



200107030095
, Skagit County Auditor

RECIPROCAL DURABLE POWER OF ATTORNEY

THE UNDERSIGNED SPOUSES, each as principal, domiciled and residing in the State of Washington, reciprocally and individually designate each other as attorney in fact to act for either spouse principal who may hereafter become disabled or incompetent.

1. Designation. The other spouse, if living, able and willing to serve, is designated as attorney in fact for the disabled or incompetent spouse as principal. In the event the other spouse is unable or unwilling to act as attorney in fact, then GUY WALTER EADES is designaged as attorney in fact for the disabled or incompetent spouse as principal.

2. Powers. The attorney in fact as fiduciary, shall have all powers of an absolute owner over the assets and liabilities of the principal, whether located within or without the state of Washington. The attorney in fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by principal, unless the document authorizes changes with court approval.

3. Purposes. The attorney in fact shall have all powers as are necessary or desirable to provide for the support, maintenance, health, emergencies and urgent necessities of the disabled or incompetent principal.

4. Effectiveness. This power of attorney shall become effective upon the disability or incompetence of a spouse. Disability shall include the inability to manage his or her property and affairs effectively for reasons such as advanced age, chronic use of drugs, chronic intoxication, confinement, detention by a foreign power or disappearance. Disability may be evidenced by a written statement of a qualified physician regularly attending the spouse and/or by other qualified persons with knowledge of any confinement, detention or disappearance. Incompetence may be established by a finding of a court having jurisdiction over the incompetent spouse.

5. Duration. The durable power of attorney becomes effective as provided in paragraph 4 and shall remain in effect to the extent permitted by law or until revoked or terminated under paragraph 6 or 7, notwithstanding any uncertainty as to whether the principal is dead or alive.

6. Revocation by Spouses. This power of attorney may be revoked in writing by both spouses or by either spouse with written notice to the other, if living by recording the



written instrument of revocation in the office of the Auditor of Snohomish County, Washington.

7. Termination.

(a) By Appointment of Guardian. The appointment of a guardian of the estate of the spouse principal vests in the guardian with court approval the power to revoke, suspend or terminate this power of attorney. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney.

(b) By Death of Principal. The death of a spouse principal shall be deemed to revoke this power of attorney upon the actual knowledge or actual notice being received by the attorney in fact.

8. Accounting. The attorney in fact shall not be required to account to any subsequently appointed personal representative.

9. Reliance. The designated and acting attorney in fact and all persons dealing with the attorney in fact shall be entitled to rely upon this power of attorney so long as neither the attorney in fact nor any other person with whom he was dealing at the time of any act taken pursuant to this power of attorney had received actual knowledge or actual notice of any revocation, suspension or termination of the power of attorney by death or otherwise. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs, devisees, legatees or personal representatives of the spouse principal.

10. Indemnity. The estate of the spouse principal shall hold harmless and indemnify the attorney in fact from all liability for acts done in good faith and not in fraud of the principal.

11. Applicable Law. The laws of the State of Washington shall govern this power of attorney.

12. Execution. This power of attorney is signed in LaConner, Washington on March 11, 1991, to become effective as provided in paragraph 4.

Naulon F. Eades
NAULON F. EADES, Husband

Alma M. Eades
ALMA M. EADES, Wife



200107030095

, Skagit County Auditor

7/3/2001 Page 5 of 6 3:37:11PM

STATE OF WASHINGTON)

COUNTY OF Skagit)

THIS IS TO CERTIFY that on the 11th day of March, 1991, before me, the undersigned Notary Public, personally appeared NAULON F. EADES and ALMA M. EADES, to me known to be the spouse principals described in and who executed the foregoing RECIPROCAL DURABLE POWER OF ATTORNEY, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of March, 1991.

Beverly J. Muller
Notary Public in and for the
State of Washington, residing
at La Conner



200107030095

, Skagit County Auditor