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



SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: STUART M. PHILLIPS, a single individual

FIRST AMERICAN TITLE CO. B66623 E-1

Lessee(s) of a certain sublease dated the 4th day of August, 1975 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 23rd day of August, 1976 in accordance with Short Form Sublease No. 606 (Master Lease No. 5086 Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 9709090061 Volume 232 Pages 43-44 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

STUART M. PHILLIPS, AS HIS SEPARATE ESTATE Assignor(s), whose address is: 606 Shelter Bay Drive, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said JANICE L. BETTS, : A SINGLE WOMAN Assignee(s), whose address is 606 Shelter Bay Drive, 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 Nonprofit 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 2002

PRIOR ASSIGNMENT of Sublease from: Estate of Wilkins to Stuart Phillips, under Auditor's File NO. 9709090061

THE REAL ESTATE described in said lease is as follows: Lot No. 606, Survey of Shelter Bay Division No. 4 as recorded July 8, 1970 in official records of Skagit County, Washington under Auditor's File No. 740962

IN WITNESS WHEREOF the parties have hereto signed this instrument this October 2001

Assignor(s)

TUART M. PHILLIPS

JANICE L. BETTS

<u>Assignee(s)</u>

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

NOV 0 1 2001

Amount Paid \$ 1,431) 55 Skaglt Co. Treasurer

Deputy

STATE OF WA)
) SS
COUNTY OF SKAG IT)

On this 30 day of Cletaler 2001 before me, the undersigned, a Notary Public in and for the State of , duly commissioned and sworn, personally appeared

STUART M. PHILLIPS

To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that HE signed and sealed the said instrument as HIS 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.

Notary public in and for the State

Residing at O.M.
My Commission Expires 8/21/03

STATE OF WH COUNTY OF SHAGIT

On this 30 day of Ostalie

before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared

State of JANICE L. BETTS

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.

Notary Publicin and for the State of

Residing at 6.46
My Commission Expires:

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 vent 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 Containing Tax to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Containing, Inc.

Date: 10/4/6)

Allan F. Osberg, President

200111010096 , Skagit County Auditor

11/1/2001 Page

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