

SHELTER BAY ASSIGNMENT OF SUBLEASE

FIRST AMERICAN TITLE CO.

KNOW ALL MEN BY THESE PRESENT THAT: DONALD R. ERICKSON and PATRICIA ERICKSON, husband and wife B66612 E-1

Lessee(s) of a certain sublease dated the 1st day of November, 1974 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 11th day of July, 1977 in accordance with Short Form Sublease No. 598 (Master Lease No. 5086 Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 860218 Volume 274 Pages 379-380 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

DONALD R. ERICKSON and PATRICIA ERICKSON, husband and wife

Assignor(s), whose address is: 9423 - 61st Ave. West, Mukilteo, WA 98275

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said ROBERT W. SMITH and SUSAN MORTH, each a single person; as their separate Assignee(s), whose address is 7045 52 ND Ave. NE, Seattle, 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 \$585.00 is due and payable on the 1st day of July 2002

PRIOR ASSIGNMENT of Sublease from:

James and Judy Carlson to Donald and Patricia Erickson, under Auditor's Fife NO. 8607030097

THE REAL ESTATE described in said lease is as follows:

Lot No. 598, 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

5/00-004-598-0000/184596

IN WITNESS WHEREOF the parties have hereto signed this instrument this

Assignor(s)

PATRICIA ERICKSON

ginaw SUSAN MORTH

43803 SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

NOV 0 9 2001

Amount Paid \$ 7137.45
Skagit Co. Treasurer

& Deputy

STATE OF WH)
COUNTY OF SKAG /T) SS.)

day of Naventher, 200/ before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared State of

DONALD R. ERICKSON and PATRICIA ERICKSON

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.

public in and for the State of

Residing at OLF My Commission Expires

STATE OF WA

day of Naucouler 300) before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared

ROBERT W. SMITH and SUSAN MORTH

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.

Residing at My Commission Expires: 9

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.

Date: /1/6/0/

President

Skagit County Auditor 2 of

11/9/2001 Page