RETURN TO:



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Skagit County Auditor

9/18/2002 Page

11:42AM

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

Tax # 5100-004-780-0000

Р-102622-Е

SHELTER BAY LAND THE COMPANY OF SKAGIT COUNTY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: JOHN H. FIGG and ANN FIGG, husband and wife

Lessee(s) of a certain sublease dated the 8th day of July, 1975 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 24th day of March, 1987 in accordance with Short Form Sublease No. 780 (Master Lease No. 5086 , Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 8703240028 Volume 696 Pages 609-610 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

JOHN H. FIGG and ANN FIGG, husband and wife

Assignor(s), whose address is: 10406 W. Granger Road, Nine Mile Falls, WA 99026

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **PATRICIA L. IVERSON**, a married woman as her sole and separate property Assignce(s), whose address is: 900 Warren Ave. N., #302, Seattle, WA 98109

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 \$315.00 is due and payable on the 1st day of July 2003

PRIOR ASSIGNMENT of Sublease from: James and Patsy Hale to John and Ann Figg, under Auditor's file No. 9010030061

THE REAL ESTATE described in said lease is as follows: Lot No. 780, 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

SUBJECT TO easements, restrictions, reservations, covenants and conditions of record as shown on attached Exhibit "A" and by this reference made a part hereof.

IN WITNESS WHEREOF the parties have hereto signed this instrument this $\underline{/ \mathcal{O} \mathcal{O} \mathcal{O}}$ Day of

Assignor(s)

ANN FIGG

Assignee(s)

PATRICIA L.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

SEP 1 8 2002

Amount Paid S Treasure Skagit Co Bv

STATE OF Washington

COUNTY OF Spolland) SS.

On this 1/2 day of September, 2002 , before me, the undersigned, a Notary Public in and for the State of Washington , duly commissioned and sworn, personally appeared JOHN H. FIGG and ANN FIGG

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.



SS

Notary public in and for the State of

Residing at Sporkand My Commission Expires 4.19.06

STATE OF Washington

COUNTY OF Skagit

On this 1/3 day of September, 2002 Public in and for the State of Washington appeared , before me, the undersigned, a Notary duly commissioned and sworn, personally

PATRICIA L. IVERSON

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.



fic in and for otary I Residing at K X) IL My Commission Expires: 10 010 7

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.

of the Board of Trustees of Shelter Bay Community. Inc. COMPAN Allan F. Osberg, Preside Skagit County Auditor 11:42AM 2 of 5 9/18/2002 Page

EXCEPTIONS:

Exhibit "A"

A. LEASE, INCLUDING TERMS AND CONDITIONS THEREOF:

Lessor:

Dated:

Recorded:

Lessee: For A Term Of:

Auditor's No.:

Emily Joe Bill, Louise Joe, Lucinda Joe, et al Shelter Bay Company Beginning July 1, 1970 and terminating June 30, 2044 July 31, 1969 August 11, 1969 729786 (Said lease covers the subject property and other property)

Swinomish Indian Tribal Community,

B. Rights of way for roads together with the right of access by the grantor and his grantees, as set forth in the lease shown as Paragraph A herein, reference to the record hereby being made for full particulars.

C. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN, AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By;

June 19, 1970 July 8, 1970 740963 Shelter Bay Company, a Washington corporation

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By:

July 13, 1972 July 18, 1972 771239 Shelter Bay Company, a Washington corporation

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By:

Not Disclosed June 12, 1987 8706120006 Shelter Bay Company, a Washington corporation

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed:

Not Disclosed July 7, 1989 8907070110 Shelter Bay Company, a Washington corporation



- continued -

EXCEPTIONS CONTINUED:

C. (Continued):

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By:

Not Disclosed July 22, 1991 9107220051 Shelter Bay Company, a Washington corporation

Said instrument is a re-recording of a portion of instrument recorded May 15, 1990, under Auditor's File No. 9005150058.

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By: Not Disclosed July 22, 1991 9107220050 Shelter Bay Company, a Washington corporation

Said instrument is a re-recording of a portion of instrument recorded May 17, 1991, under Auditor's File No. 9105170025.

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED.

Declaration Dated: Recorded: Auditor's No.: Executed By: Not Disclosed May 20, 1992 9205200023, 9205200024 and 9205200025 Shelter Bay Company, a Washington corporation

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated: Recorded: Auditor's No.:

Not Disclosed June 20, 1994 9406200066

Covenant and By-Law changes recorded May 16, 1995, under Auditor's File No. 9505160046.

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EXCEPTIONS CONTINUED:

(Continued):

C .-

ABOVE COVENANTS, CONDITIONS AND RESTRICTIONS WERE AMENDED AS HERETO ATTACHED:

Declaration Dated:	Not Disclosed
Recorded	May 10, 2000
Auditor's No.:	200005100092

D. Terms, agreements and covenants in Lease referred to in Paragraph A herein.

E. Any law, ordinance or regulation of an Indian Tribe or Nation including, but not limited to, building and zoning ordinances, restricting or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance, or regulation.

Rights of eminent domain or rights of police power exercised by an Indian Tribe or Nation unless notice of the exercise of such rights appears in the public records at Date of Policy.

