



200307220086

Skagit County Auditor

7/22/2003 Page 1 of 3 11:37AM

RETURN TO:

SHELTER BAY COMPANY  
P.O. Box 88003  
Seattle, WA 98133

**CHICAGO TITLE CO.**  
C28036

**SHELTER BAY  
ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENT THAT:

**JOHN A. LOGAN**, Trustee of the John A. Logan Trust UTD November 2, 1993 and as subsequently amended, as to an undivided one-half interest; and **EVAGENE C. LOGAN**, as her separate property as to an undivided one-half interest.

Lessee(s) of a certain sublease dated the 19<sup>th</sup> day of December, 1969  
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 2<sup>nd</sup> day of June, 1978 in accordance with Short Form Sublease No. 212 (Master Lease No. 5020 , Contract No. 14-20-0500-2949 ) in records of Skagit County, Auditor's Filing No. 880704 Volume 319 Pages 225-226 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 A. LOGAN**, Trustee of the John A. Logan Trust UTD November 2, 1993 and as subsequently amended, as to an undivided one-half interest; and **EVAGENE C. LOGAN**, a married woman as her separate property as to an undivided one-half interest.

Assignor(s), whose address is: 2523 Stonebridge Way, Mt Vernon, WA 98273

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **CARL W. FRIZZELL**, a married man as his separate estate

Assignee(s), whose address is: 212 Swinomish 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 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 304.00 is due and payable on the 1<sup>st</sup> day of July 2003

PRIOR ASSIGNMENT of Sublease from:

John and Evagene Logan to Logan Trust and Evagene Logan under Auditor's file No. 9809230111

THE REAL ESTATE described in said lease is as follows:

Lot 212, REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservations, as recorded March 17, 1970, in Volume 43 of Official Records, pages 833 through 838, records of Skagit County, Washington.  
Situating in Skagit County, Washington

IN WITNESS WHEREOF the parties have hereto signed this instrument this 18<sup>th</sup> Day of July, 2003.

Assignor(s)

Assignee(s)

John A. Logan Trust UTD Nov. 2, 1993

John A. Logan TRUSTEE  
JOHN A. LOGAN, Trustee

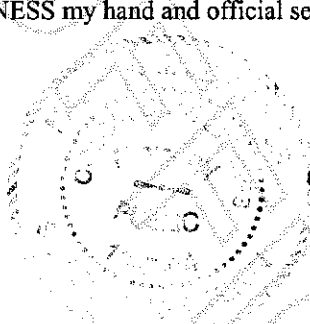
Carl W. Fizzell 7/18/03  
CARL W. FIZZELL

Evagene C. Logan  
EVAGENE C. LOGAN

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this 18<sup>th</sup> day of July, 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **EVAGENE C. LOGAN**  
To me known to be the individual 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 the certificate above written.

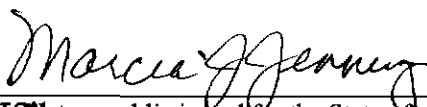


SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

# 3026

JUL 22 2003

Amount Paid \$ 1,759.50  
Skagit Co. Treasurer  
By  Deputy

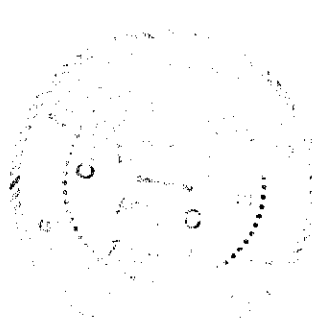


Notary public in and for the State of  
Washington  
Residing at Sedro Woolley  
My Commission Expires 10/5/2004  
Marcia J. Jennings

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this 18<sup>th</sup> day of July, 2003, before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared **CARL W. FRIZZELL**  
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 this certificate above written.



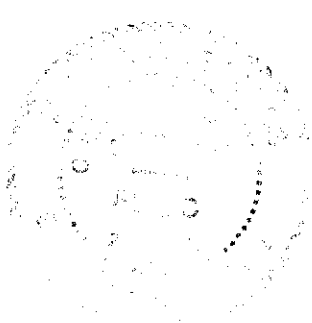


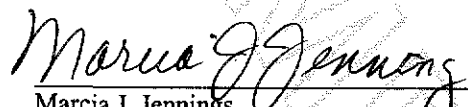
Marcia J. Jennings  
Notary Public in and for the State of  
Washington  
Residing at Sedro Woolley  
My Commission Expires: 10/5/2004

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this 18<sup>th</sup> day of July, 2003, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN A. LOGAN**, Trustee, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledge it as the Trustee of the **JOHN A. LOGAN TRUST UTD, November 11, 1993**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.





Marcia J. Jennings  
Notary Public in and for the State of  
Washington  
Residing at Sedro Woolley  
My Commission Expires: 10/5/2004



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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:

7/20/03

Allan F. Osberg, President



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Skagit County Auditor