

9/22/2003 Page

2 11:40AM

RETURN TO:

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

108990PE

LAND TITLE COMPANY IF SKAGIT CO

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

JOHN E. MARKEL and NANCY G. MARKEL, husband and wife

Lessee(s) of a certain sublease dated the 27<sup>th</sup> day of May, 1972 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 20th day of May, 1977 in accordance with Short Form Sublease No. 333 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 856790 Volume ~ Pages ~ 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 E. MARKEL and NANCY G. MARKEL, husband and wife

Assignor(s), whose address is: 333 Snohomish Drive, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said MAX A. RHEINHARDT and MARY L. RHEINHARDT, husband and wife Assignee(s), whose address is: 333 Snohomish 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 \$304.00 is due and payable on the 1st day of July 2004

PRIOR ASSIGNMENT of Sublease from:

Erma Hampton to John and Nancy Markel under Auditor's File No. 9508110096

THE REAL ESTATE described in said lease is as follows:

Lot No. 333, Survey of Shelter Bay Division No. 2 as recorded June, 27, 1969 in official records of Skagit County, Washington under Auditor's Filing No. 728258

IN WITNESS WHEREOF the parties have hereto signed this instrument this 11th Day of September, 2003.

Assignor(s)

Assignee(s)

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

# 4889

STATE OF Wsahington ) SS. COUNTY OF Skagit

On this 12th day of September, 2003, before me, the undersigned, a Notary Public in and for the State of , duly commissioned and sworn, personally appeared Washington

## JOHN E. MARKEL and NANCY G. MARKEL

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.

Notary public in and for the State of Washington

Residing at Sedro-Woolley

My Commission Expires 9/11/06

STATE OF Washington

COUNTY OF Skagit

On this 16th day of September, 2003 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared

MAX A. RHEINHARDT and MARY L. RHEINHARDT

) SS.

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.

Notary Public in and for the

Residing at Sedro-Woolley My Commission Expires: 9/11/06

## 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: 9/15/07

**COMPANY** 

Allan F. Osberg, Presiden

9/22/2003 Page

2 of

211:40AM