RETURN TO:

SHELTER BAY COMPANY P.O. Box 33363 Scattle, WA 98133



10/15/2003 Page

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## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: SCOTT D. FINLEY and TAMI L. FINLEY, husband and wife

Lessee(s) of a certain sublease dated the 24th day of January, 1970 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 12th day of September, 1977 in accordance with Short Form Sublease No. 299 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 864488 Volume 284 Pages 25-26 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

SCOTT D. FINLEY and TAMI L. FINLEY, husband and wife

Assignor(s), whose address is: 299 Nisqually Place, LaConner, 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said NEIL J. BROSNAN and KATHLEEN BROSNAN, husband and wife Assignee(s), whose address is: 299 Nisqually Place, 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 \$426.00 is due and payable on the 1<sup>st</sup> day of July 2004

PRIOR ASSIGNMENT of Sublease from:

Tamarr Murachanian to Scott and Tami Finley under Auditor's File No. 9803160148

THE REAL ESTATE described in said lease is as follows:

Lot 299, REVISED MAP 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, under Auditor's File No. 737013, records of Skagit County, Washington. Situated in Skagit County, Washington

5100 -002-299-0000/P654Z

IN WITNESS WHEREOF the parties have hereto signed this instrument this

2003

Assigner(s)

Assignee(s)

ben

KATHLEEN BROSNAN SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

OCT 15 2003

STATE OF LOGAL WAShington COUNTY OF SLICE on this 26M day of SPRMDO , 2003 before me, the undersigned, a Notary Public in and for the , duly commissioned and sworn, personally appeared SCOTT D. FINLEY and TAMI L. FINLEY 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** STATE OF WASHINGTON JUSTYNE P. LARSEN My Appaintment Expires Nov 25, 2005 Residing at Se ( My Commission Expires STATE OF WILDHUNGTON day of Sephember, word before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared State of NEIL J. BROSNAN and KATHLEEN BROSNAN 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 STATE OF WASHINGTON JUSTYNE P. LARSEN My Appointment Expires Nov 28, 2005 Residing at My Commission Exp 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, the to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc **EOMPANY** Allan F. Osberg resident

Skagit County Auditor

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