

2/13/2004 Page

1 of 3 8:48AM

WHEN RECORDED RETURN TO:

JAMES E. ANDERSON P.S. P.O. BOX 727 ANACORTES, WA 98221

ASSIGNMENT OF SUBLEASE

GRANTOR: ROBERT J. FERRAUD,

dealing in his separate property

GRANTEE: ROBERT J. FERRAUD, as Trustee of the

"Robert J. Ferraud Trust" UTD June 27, 1991

LEGAL DESCRIPTION: Lot No. 762, Survey of Shelter Bay Division No. 4 according to the Survey recorded July 8, 1970 in Volume 48 of Official Records, pages 627 through 631, under Auditor's File No. 740962, records of Skagit County, Washington.

TAX PARCEL NO.: 5100-004-762-0000, P6979

KNOW ALL MEN BY THESE PRESENTS THAT:

ROBERT J. FERRAUD, dealing in his separate property, is the Lessee of a certain sublease dated the 18th day of August, 1974, Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 6th day of March 1979 in accordance with Short Form Sublease No. 762 (Master Lease No. 5086 Contract No. 14-20-510-303) in records of Skagit County, Auditor's Filing No. 7903060047, Volume 353 Pages 570-571 hereinafter known as Assignor, for and in consideration of the sum of One Dollar and other valuable consideration paid for assignment of said sublease, receipt of which is hereby acknowledged by ROBERT J. FERRAUD, dealing in his separate property on August 15, 2003 and at all times since Assignor, whose address is: 1500 E. College Way, #359, Mount Vernon, Washington 98273.

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto ROBERT J. FERRAUD, as Trustee of the "Robert J. Ferraud Trust" UTD June 27, 1991,

ASSIGNMENT OF SUBLEASE - 1

ASSIGNEE, whose address is: 1500 E. College Way, #359, Mount Vernon, Washington 98273.

The within indenture of Sublease, and all right, title and interest now owned or hereafter acquired, of said Assignor, 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) member of The 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 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. 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:
GARY and BARBARA KELLY to ROBERT J. FERRAUD, a single man,
under Skagit County Auditor's File No. 200308150195.

THE REAL ESTATE described in said lease is as follows: Lot No. 762, SURVEY OF SHELTER BAY DIV. 4 according to survey recorded July 8, 1970 in Volume 48 of Official Records, pages 627 through 631, under Auditor's File No. 740962, records of Skagit County, Washington. Situated in Skagit County, Washington.

IN WITNESS WHEREOF the parties have hereto signed this instrument this Q day of $f \cdot b$. 2004.

Assignor

Assignee

ROBERT J. FÉRRAUD

ROBERT J. FERRAUD, Trustee

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
(0)

FEB 1.2 2004

Amount Paid \$
Skagit County Treasurer
y: Deputy

ASSIGNMENT OF SUBLEASE - 2

STATE OF CALIFORNIA COUNTY OF RIVEYSIDA

On this 2 day of Feb., 2004, before me, the undersigned a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ROBERT J. FERRAUD 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 the certificate above written.



California

Residing at: 41-800 Washington St. B. 0 92201 My Commission Expires: 4pt. 22,07

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 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 from the obligation to make said payments in the event the Assignee does not make said payment, and by this consent Shelter Bay Company does hereby consent to the assignment of membership in Shelter Bay Community, Inc. to the Assignee subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

SHELTTER BAY COMPANY

ALLAN F. OSBERG, President

ASSIGNMENT OF SUBLEASE - 3

200402130019 Skagit County Auditor

