**RETURN TO:** 

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





KNOW ALL MEN BY THESE PRESENT THAT: **DON W. MEYER** 

Lessee(s) of a certain sublease dated the 29<sup>TH</sup> day of September, 1973
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 1<sup>st</sup> day of October, 1973 in accordance with Short Form Sublease No. 241 (Master Lease No. 5020 , Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 791543
Volume 129 Pages 431-432 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

DON W. MEYER

Assignor(s), whose address is:241 Skagit Way, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said

The Don W. Meyer Trust, dated

Assignee(s), whose address is: 241 Skagit Way, 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 \$426.00 is due and payable on the 1st day of July 2004

PRIOR ASSIGNMENT of Sublease from: none

THE REAL ESTATE described in said lease is as follows:

Lot No. 241, Survey of Shelter Bay Division #2, recorded on the 27<sup>th</sup> day of June, 1969 in Volume 33, pages 32-37 under Auditor's File No. 728258, Skagit County, Washington

DON W. MEYER

DON W. MEYER, Trustee \ SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

JUL 29 (00)

Amount Pald Skagit Co. Treesurer
By Deputy

STATE OF WASKINGTON )
SS.

COUNTY OF SKOGH )

On this The day of Tuly 2004 before me, the undersigned, a Notary Public in and for the State of Wasking ton , duly commissioned and sworn, personally appeared

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.

OSBORNER LHISSION EXAMPLE ON MOTARY

PUBLIC 8-1-2004

OF WASHING

Notary public in and for the State of

Residing at M+. Vernov My Commission Expires

STATE OF

COUNTY OF

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On this

day of

State of

before me, the undersigned, a Notary Public in and for the

duly commissioned and sworn, personally appeared

To me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that signed and sealed the said instrument as 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 State of

Residing at My Commission Expires:

## 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: 7/13/04

SHELTER BAY COMPANY

Allan F. Osberg, President

200407290113 Skagit County Auditor

7/29/2004 Page

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