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11 2626 SAE

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

JOHN I. RIPLEY and CONSTANCE B. RIPLEY, husband and wife,

Lessee(s) of a certain sublease dated the 4th day of July, 1977

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 5th day of July, 1977 in accordance with Short Form Sublease No. 886 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 859882 Volume 273 Pages 517-518 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 I. RIPLEY and CONSTANCE B. RIPLEY, husband and wife

Assignor(s), whose address is: 253 Squaxin Place, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said KERRY EVERTON, a single man as his separate property Assignee(s), whose address is: 6202 113TH Ave NE, Kirkland WA 98033

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 \$669.00 is due and payable on the 1st day of July 2005

PRIOR ASSIGNMENT of Sublease from:

Loren and Mary Lee Bertschi to John and Constance Ripley under Auditor's File No. 200008010005

THE REAL ESTATE described in said lease is as follows:

Lot 886, Survey of Shelter Bay, Division No. 5, as recorded on June 2, 1976 in official records of Skagit County Washington, under Auditor's Filing No. 836134

TNESS WHEREOF the parties have hereto signed this instrument this

Day of

Assignee(

CONSTANCE B. RIPLEY

STATE OF WWW.ngton COUNTY OF SKANA On this 26th day of -, before me, the undersigned, a Notary Public in and for the State of Whington, duly commissioned JOHN I. RIPLEY and CONSTANCE B. RIPLEY , 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 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.

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SKAGIT COUNTY WASHINGTON Real Estate Excise Tax

5月 30 2004

Amount Paid \$268
Skagit County Treasurer
By: INAM Deputy

Notary public in and for the State of

Residing at Sedla Willey
My Commission Expires 4-19-06

STATE OF WAShington

COUNTY OF SKACKT

On this 27 day of ful State of Weshington

2004 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 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 soal hereto efficient the day and year in this certificate above written.

Residing at Sedas Wally My Commission Expires: 4.19-66

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 Bey Community, Inc.

7/29/04

Allan F Osberg, President

Skagit County Auditor

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