

Skagit County Auditor

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MEAL ESTATE EXCISE

# 6430

Tax # 5100-003-482-0000

LAND TITLE OF SKAGIT COUNTY 114368-PE

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: CLEMCO LLC, a Washington Limited Liability Company

Lessee(s) of a certain sublease dated the 13th day of September, 1971 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 24th day of November, 1980 in accordance with Short Form Sublease No. 482 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8011240038 Volume 423 Pages 194-195 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

CLEMCO LLC, a Washington Limited Liability Company

Assignor(s), whose address is: 15884 Snee Oosh Road, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said MICHAEL C. DEVELLE and KATHLEEN M. DEVELLE, husband and wife Assignee(s), whose address is: 4257 92<sup>nd</sup> Ave. NE, Mercer Island, WA 98040

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 2005

PRIOR ASSIGNMENT of Sublease from:

Mollie and Louis Pepper to Clemco LLC under Auditor's File No. 9812310126

THE REAL ESTATE described in said lease is as follows:

Lot No. 482, Survey of Shelter Bay Division No. 3 as recorded March 17, 1970 in Official Records of Skagit County, Washington under Auditor's Filing No. 737014 SKAGÍT-COUNTY WASHINGTON

IN WITNESS WHEREOF the parties have hereto signed this instrument this 22nd Day of

November, 2004

Assignor(s)

PEPPER, Managing Member

LOUIS H. PEPPER, Managing/Member

Assignee(s)

STATE OF California	}	
County of RIV ey side	) SS:	
I certify that I know or have satisfacto	ry evidence Louis H. Pepper and Mil	lie V. Pepper
	the persons	who appeared before
me, and said person acknowledged that the	ney signed this instrument, on	oath stated
authorized to execute the instrument and is	Managing Members	
of C	lemco LLC	
to be the free and voluntary act of such party fo	r the uses and purposes mentioned in	this instrument.
	$\sim$ $\sim$ $\sim$	
Dated: November 29 2004	$\mathcal{A}$	7
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EDWIN A. CLEMENTS	Notary Public in and for the State of	
Comm. # 1421035	Residing at 1ALM Spring	26
NOTARY PUBLIC - CALIFORNIA Riverside County	My appointment expires:	5 -07
My Comm. Expires June 25, 2007		
STATE OF California )		
COUNTY OF Humboudt		,
	, Wang.	
On this 26 th day of November, 2004,	before me, the undersigned, a Nota	ry Public in and for the
State of Washington California duly commissioned and sworn, personally appeared		
MICHAEL C. DEVELLE and KATHUEEN M. DEVELLE		

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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.

Notary Public in and for the State of

California

Residing at Eureka

My Commission Expires: 07/06/07

## 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(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: 11-30-04

SHELTER BAY COMPANY

Judith L. Colby President

SUDITH L. COLBY



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