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Tax # P84436

114324-S

LAND TITLE OF SKAGIT COUNTY

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: S. SCOTT NOVAK and SUSAN E. NOVAK, husband and wife VINCENT D. CICOTTE, a single man

Lessee(s) of a certain sublease dated the 10th day of March, 1974 Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 17th day of August, 1978 in accordance with Short Form Sublease No. 439 (Master Lease No. 5020 Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 885742 Volume 329 Pages 327-328 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

S. SCOTT NOVAK and SUSAN E. NOVAK, husband and wife VINCENT D. CICOTTE, a single man

Assignor(s), whose address is: PO Box 153, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said FREDERIC G. CROYDON and GALE M. MARPLE, husband and wife Assignee(s), whose address is: 1004 Commercial Avenue, PMB #1026, Anacortes, WA 98221

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 1st day of July 2005

PRIOR ASSIGNMENT of Sublease from:

Danny and Connie Brunz to Scott and Susan Novak, Vincent Cicotte under Auditor's File No. 200408020096

THE REAL ESTATE described in said lease is as follows:

Lot No. 439, Survey of Shelter Bay Division No. 3 as recorded March 17, 1970 in official records of Skagit County, Washington under Auditor's File No. 737014

ITNESS WHEREOF the parties have hereto signed this instrument this 2900 Day of

Assignor(s)

Assignee(s)

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

CENT D. CICOTTE

STATE OF before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared S. SCOTT NOVAK, SUSAN E. NOVAK, and VINCENT D. CICOTTE

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 conflicted affixed the day and year in the certificate above written.

Notary public in and for the State of

My Commission Expires

STATE OF

State of \

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

duly commissioned and sworn, personally appeared

FREDERIC G. CROYDON and GALE M. MARPLE

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.

ublic in and for the State of

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: 11-30-04

Skagit County Auditor

3:25PM

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