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Skagit County Auditor

6/21/2005 Page 1 of 3 2:29PM

After recording return document to:

YOUNGQUIST & BETZ
904 South Third
Mount Vernon, WA 98273

DOCUMENT TITLE: Assignment of Sublease (Shelter Bay)

REFERENCE NUMBER OF RELATED DOCUMENT: 9409010095

GRANTOR(S): Shelter Bay Company, a Washington corporation

ADDITIONAL GRANTORS ON PAGE OF DOCUMENT.

GRANTEE(S): Jean Batten, a single individual

ADDITIONAL GRANTEES ON PAGE OF DOCUMENT.

ABBREVIATED LEGAL DESCRIPTION:

**ADDITIONAL LEGAL DESCRIPTION ON PAGE(S)
OF DOCUMENT.**

ASSESSOR'S TAX/PARCEL NUMBER(S):

**SHELTER BAY
ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENT THAT:
ESTATE OF PETER F. SANDERS

Lessee(s) of a certain sublease dated the 28th day of February, 1974 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 4th day of March, 1974 in accordance with Short Form Sublease No. 793 (Master Lease No. 5086 , Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 797360., Volume 142 Pages 460-461 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
ESTATE OF PETER F. SANDERS

Assignor(s), whose address is: 793 Shelter Bay Drive, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **JEAN BATTEN, a single individual**

Assignee(s), whose address is: 793 Shelter Bay Drive, 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 and 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:
E.E. WOODSON and KATHLEEN R. WOODSON, husband and wife, to PETER F. SANDERS and PATRICIA E. SANDERS, husband and wife, under Auditor's Filing No. 9409010095.

THE REAL ESTATE described in said lease is as follows:
Lot No. 793, Survey of Shelter Bay Division No. 4, as recorded July 8, 1970 in official records of Skagit County, Washington under Auditor's Filing No. 740962

IN WITNESS WHEREOF the parties have hereto signed this instrument this 9th Day of June, 2005.

Assignor(s)

Jean Batten
JEAN BATTEN, Heir at Law
For the Estate of PETER F. SANDERS

Assignee(s)

Jean Batten
JEAN BATTEN

3184
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 21 2005

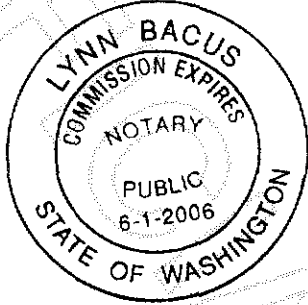
Amount Paid \$ 0
By Skagit Co. Treasurer
Deputy



STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 9th day of June, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEAN BATTEN, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the said instrument as her 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.



Lynn Bacus

Notary public in and for the State of
Washington, Residing at Mount Vernon.
My Commission Expires: 6/1/06

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 membership in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Date: 6/13/05



SHELTER BAY COMPANY

Judy L. Grosvenor
Judy L. Grosvenor, Manager

