

AFTER RECORDING PLEASE RETURN TO:

SHELTER BAY COMPANY
1000 SHOSHONE DRIVE
LA CONNER, WA 98257



7/11/2005 Page 1 of 3 11:22AM

Tax # 1L84039

LAND IS LEASED COUNTY
115002-PE

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

DALE A. FOGLEANO and K. JOANNIE FOGLEANO, husband and wife

Lessee(s) of a certain sublease dated the 19th day of December, 1984 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 26th day of February, 1985 in accordance with Short Form Sublease No. I-3 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8502260002, Volume 592 Pages 41, 42, 43 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable considerations paid for assignment of said sublease, receipt of which is hereby acknowledged by

DALE A. FOGLEANO and K. JOANNIE FOGLEANO, husband and wife

Assignor(s), whose address is: c/o 153 Preston Avenue, Elyria, OH 44035

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **MARY JANE PENMAN, an unmarried woman, as her separate property**

Assignee(s), whose address is: PO Box 1223, La Conner, 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., all above to cover that portion of total property conveyed by referenced Sublease as is described in Exhibit 'A' attached hereto. 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 Community, Inc., in the amount of \$329.06 is due and payable on the 1st day of July 2005.

PRIOR ASSIGNMENT of Sublease from:

MICHAEL E. FANNAN and MARY A. FANNAN to DALE A. FOGLEANO AND K. JOANNIE FOGLEANO, under Auditor's Filing No. 9804070066.

A LEASEHOLD INTEREST is hereby conveyed in Real Property described as follows:

See Exhibit A on Page 1-A hereof
Tract I-3 Shelter Bay Division 5

IN WITNESS WHEREOF the parties have hereto signed this instrument this 7th Day of July, 2005.

Assignor(s)

Assignee(s)

DALE A. FOGLEANO

MARY JANE PENMAN

K. JOANNIE FOGLEANO

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
3627

JUL 11 2005

Amount Paid \$ 1493.08
By Skagit Co. Treasurer Deputy

EXHIBIT 'A'

TRACT "I-3" as shown on survey recorded in Volume 3 of Surveys, at Page 156, as Auditor's File No. 8112180036, records of Skagit County, Washington; being a portion of that certain Tract "I" shown on "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded on June 2, 1976, in Volume 1 of Surveys, Pages 184 to 186, records of Skagit County, Washington, under Auditor's File No. 836134, described as follows:

Beginning at the Northeast corner of said Tract "I"; thence North $87^{\circ} 02' 30''$ West along the North line thereof 128.93 feet; thence South $2^{\circ} 57' 30''$ West a distance of 118.25 feet to the South line of said Tract "I"; thence North $76^{\circ} 26' 01''$ East along the South line thereof 134.48 feet to the Southeast corner thereof; thence North $2^{\circ} 57' 30''$ East along the East line thereof a distance of 80.00 feet to the Northeast corner thereof and the point of beginning of this description.

TOGETHER WITH a 20 foot wide easement for ingress, egress and utilities, the West line of which is described as follows:

Beginning at the Northeast corner of Tract "I" as hereinbefore described; thence North $87^{\circ} 02' 30''$ West a distance of 128.93 feet to the point of beginning of this line description; thence North $2^{\circ} 57' 30''$ East a distance of 34.45 feet to the South right of way line of Kootenai Place as shown on the above referenced survey and the terminal point of this line description.

Situate in the County of Skagit, State of Washington.

1-A



200507110114
Skagit County Auditor

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STATE OF Washington)
COUNTY OF Skagit) SS.

On this 8th day of July, 2005 before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared **DALE A. FOGLYANO and K. JOANNIE FOGLYANO**

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 the certificate above written.



KC Knudson
Notary public in and for the State of
Washington
Residing at Scarp Woolley
My Commission Expires 4-19-06

STATE OF Washington)
COUNTY OF Skagit) SS.

On this 7th day of July, 2005 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared **MARY JANE PENMAN**

to me known to be the individual(s) 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 this certificate above written.



KC Knudson
Notary Public in and for the State of
WA
Residing at Scarp Woolley
My Commission Expires: 4-19-06

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 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: 7/8/05



SHELTER BAY COMPANY

Judy L. Grosvenor
Judy L. Grosvenor, Manager



200507110114
Skagit County Auditor