AFTER RECORDING PLEASE RETURN TO:

SHELTER BAY COMPANY 1000 SHOSHONE DRIVE LA CONNER, WA 98257



CHICAGO TITLE COMPANY IC35552 V 5100-004-759-0000 (P84756)

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: CHERYL A. WESTLAKE, a single woman

Lessee(s) of a certain sublease dated the 1st day of October, 1974, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 22nd day of August, 1986 in accordance with Short Form Sublease No. 759 (Master Lease No. 5086, Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 8608220055, Volume 663 Pages 236-237 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

CHERYL A. WESTLAKE, a single woman

Assignor(s), whose address is: 261 Quillayute Place, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said JOHN A. PAXSON and MARIE E. PAXSON, husband and wife

Assignee(s), whose address is: 759 Shelter Bay Drive, 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. 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:

WALLACE SCOTT LaVELLE and JUDITH L. LaVELLE to CHERYL A. WESTLAKE under Auditor's Filing No. 200005180056

THE REAL ESTATE described in said lease is as follows:

Lot No. 759, Survey of Shelter Bay Division No. 4 as recorded July 8, 1970 in Official Records of Skagit County, Washington under Auditor's File No. 740962.

Tax ID # 5100-004-759-0000

Assignor(s)

CHERYL A. WESTLAKE
SKAGIT COUNTY WASHINGTON

JUL 2 0 2005

Amount Paid \$ 3/48/2
Skagit Co Treasurer
By Deputy

Assignee(s)

JOHN A. PAXSON

Marie E. Payson

STATE OF COUNTY OF

On this State of Washing

Dolls before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared

CHERYL A. WESTLAKE

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 the certificate above written.

DAL WAS OF

Notary public in and for the State of

Residing at av lingten My Commission Expires 4 1 4

STATE OF

COUNTY OF

YSS

On this State of day of

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

duly commissioned and sworn, personally appeared

JOHN A. PAXSON and MARIE E. PAXSON

To me known to be the individual(s) 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.

Notary Public in and for the State of

Best hell Residing at

My Commission Expires: Dec, 2nd 2007

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: 7/12/05

SHELTER BAY COMPANY

Skagit County Auditor

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