After Recording Please Return To: SHELTER BAY COMPANY 1000 Shoshone Drive La Conner, WA 98257



8/14/2006 Page

1 of

2 3:29PM

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

JOHN H. NEAR, a married person, as his separate estate

CHICAGO TITLE CO.

39571

Lessee(s) of a certain sublease dated the 6th day of May, 1973

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 29<sup>th</sup> day of March, 1978 in accordance with Short Form Sublease No. 713 (Master Lease No. 5086, Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 876361, Volume 310, Pages 293 – 294, 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

JOHN H. NEAR, a married person, as his separate estate

Assignor(s), whose address is: 171 Swinomish Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said REBEKAH J. NEAR, a married person, as her separate estate

Assignee(s), whose address is: PO Box 277, 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 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 June, 2007.

PRIOR ASSIGNMENT of Sublease from:

John Near to John and Rebekah Near under Auditor's File No. 9209240077.

THE REAL ESTATE described in said lease is as follows: PS-1710

Lot No. 713, 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 Day of 11(615), 2006.

Assignor(s):

Assignee(s):

JOHN H. NEAR

REBEKAH J. NEÁR

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

AUG 1 4 2006

257/76

Amount Paid 6 Skagif Co. Treasurer Dongs

STATE OF UM COUNTY OF On this / before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared State of JOHN H. NEAR To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the said instrument as his 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. Notary Public in and for the State of

STATE OF

On this >

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

Residing at My Commission Expires

duly commissioned and sworn, personally appeared

State of REBEKAH J. NEAR

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 this certificate above written.

BAY

Notary Public in and for the State of

Residing at 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 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: 8/14/06

SHELTER BAY COMPANY

2006081402 Skagit County Auditor

2 of

3:29PM

2

8/14/2006 Page