



200910290084  
Skagit County Auditor

10/29/2009 Page 1 of 3 3:59PM

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

# **SHELTER BAY ASSIGNMENT OF SUBLEASE**

47862

GUARDIAN NORTHWEST TITLE CO.

KNOW ALL MEN BY THESE PRESENT THAT:

**HOWARD H. WALDRON, married & sole owner and ANNE WALDRON, an unmarried woman,**

Lessee(s) of a certain sublease dated the 31st day of March, 1973  
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 2nd day of April, 1973 in accordance with Short Form Sublease No. 269 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 782756, Volume 113, Pages 56-57 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  
**HOWARD H. WALDRON, married & sole owner and ANNE WALDRON, an unmarried woman,**

Assignor(s), whose address is: Howard Waldron: 51 Beach Drive, Nordlund, WA 98358  
Anne Waldron: 269 Quillayute Place, La Conner, WA 98257

ASSIGNOR(S) assigned and set over, and by these presents does grant, assign and set over unto the said **HOWARD H. WALDRON as Trustee of the Howard H. Waldron Revocable Trust Agreement, dated September 18, 2008 and ANNE WALDRON, an unmarried woman,**

Assignee(s), whose address is: Howard Waldron: 51 Beach Drive, Nordlund, WA 98358  
Anne Waldron: 269 Quillayute Place, 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 **\$426.00** is due and payable on the 1<sup>st</sup> day of June, 2010.

**PRIOR ASSIGNMENT of Sublease from:**

Myrle M. Dougherty to Howard H. Waldron and Anne Waldron under Auditor's File No. 200110230089.  
Howard H. Waldron to Howard H. Waldron as Trustee of the Howard H. Waldron Revocable Trust Agreement, dated September 18, 2008 by Quit Claim Deed under Auditor's File No. 200809190072.

**THE REAL ESTATE** described in said lease is as follows:

Lot 269, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 43 of Official Records, page 833, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

P84266

IN WITNESS WHEREOF the parties have hereto signed this instrument this 28th Day of August, 2009.

Assignor(s):

Howard H. Waldron  
**HOWARD H. WALDRON**

Anne Waldron  
**ANNE WALDRON**

Assignee(s):

Howard H. Waldron, Trustee  
**HOWARD H. WALDRON, Trustee**

Anne Waldron  
**ANNE WALDRON**

3315  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

OCT 29 2009

Amount Paid \$  
By Skagit Co. Treasurer  
Deputy

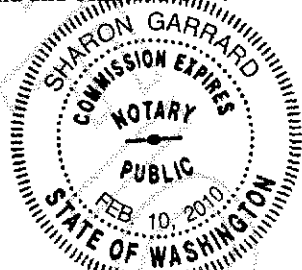
STATE OF Washington )  
COUNTY OF Island ) SS.

On this 28 day of August, 2009 before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared

**HOWARD H. WALDRON.**

I CERTIFY that I know or have satisfactory evidence **Howard H. Waldron** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he is authorized to execute the instrument and is the **Trustee of the Howard H. Waldron Revocable Trust Agreement, dated September 18, 2008** to be the free and voluntary act of such party for the uses and purposes mentioned in this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Sharon Garrard  
Notary Public in and for the State of  
Washington  
Residing at Oak Harbor  
My Commission Expires: 2-10-10

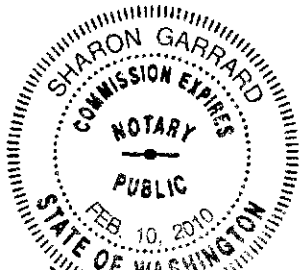
STATE OF Washington )  
COUNTY OF Island ) SS.

On this 28th day of August, 2009 before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared

**HOWARD H. WALDRON.**

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.



Sharon Garrard  
Notary Public in and for the State of  
Washington  
Residing at Oak Harbor  
My Commission Expires: 2-10-10

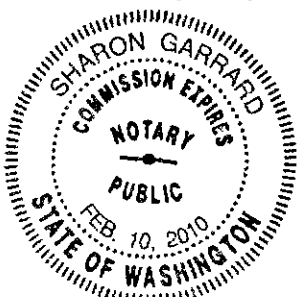
STATE OF Washington )  
COUNTY OF Island ) SS.

On this 28th day of August, 2009 before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared

**ANNE WALDRON.**

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.



Sharon Garrard  
Notary Public in and for the State of  
Washington  
Residing at Oak Harbor  
My Commission Expires: 2-10-10



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## 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.

SHELTER BAY COMPANY

Date: 9/14/09



Judy L. Grosvenor  
Judy L. Grosvenor, Manager



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