

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20134397

OCT 31 2013

Amount Paid \$ 4,193.34
Skagit Co. Treasurer
By *man* Deputy



201310310011

Skagit County Auditor

10/31/2013 Page

1 of

3

\$74.00

9:07AM

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

ANN WILDER, an unmarried individual as her separate property

LAND TITLE OF SKAGIT COUNTY:

147890-SAC

Lessee(s) of a certain sublease dated the 18th day of May, 1973, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 10th day of October, 1972 in accordance with Short Form Sublease No. 132 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 775095, Volume 97, Pages 269-270 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

ANN WILDER, an unmarried individual as her separate property

Assignor(s), whose address is: 104 Chinook Place, La Conner, WA 98277

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **CHARLES KELLY and LYNDIA KELLY, husband and wife**

Assignee(s), whose address is: P.O. Box 32731, Juneau, AK 99803

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 \$547.00 is due and payable on the 1st day of June, 2014.

PRIOR ASSIGNMENT of Sublease from:

Kenneth E. Smith and Elaine S. Smith to Robert D. Wilder and Ann Wilder under Auditor's File No. 200007180058. Robert D. Wilder, deceased, to Ann Wilder via Lack of Probate Affidavit under Auditor's File No. 200309080352.

THE REAL ESTATE described in said lease is as follows:

Lot No. 132, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation" as recorded March 17, 1970, in Volume 43 of Official Records, page 833 through 838, records of Skagit County, Washington under Auditor's filing No. 737013

Together with the following described parcel:

Beginning at the northwest corner of Lot 132; thence North 27°00'00" West to the line of mean high tide; thence northeasterly along the line of mean high tide to the intersection with a line projected North 50°00'00" West from the most northerly corner of Lot 132; thence South 50°00'00" East to the most northerly corner of Lot 132; thence South 24°00'00" West a distance of 21.77 feet; thence South 81°00'00" West a distance of 20.53 feet to the point of beginning. Subject to easement of record.

P129001/5100-002-132-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 03 Day of October, 2013.

Assignor(s):

Ann Wilder
ANN WILDER

Assignee(s):

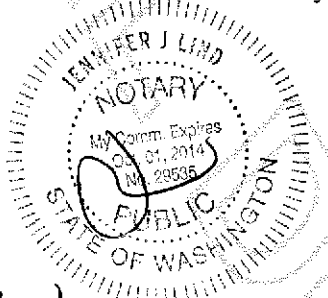
Charles Kelly
CHARLES KELLY
Lynda Kelly
LYNDA KELLY
By: CHARLES KELLY, Attorney-In-Fact

STATE OF Washington)
COUNTY OF Skagit) SS.

On this 28 day of October, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **ANN WILDER**

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 there 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.



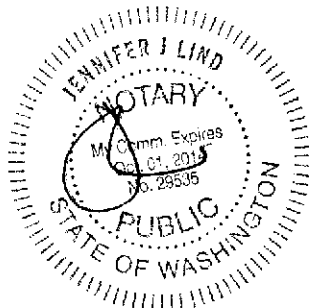
[Signature]
Notary Public in and for the State of WA
Residing at Bow
My Commission Expires 10/01/14

STATE OF Washington)
COUNTY OF Skagit) SS.

On this 23 day of October, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **CHARLES KELLY**

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 this certificate above written.



[Signature]
Notary Public in and for the State of WA
Residing at Bow
My Commission Expires: 10/01/14



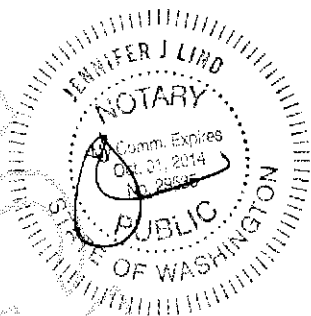
STATE OF Washington)
) SS.
COUNTY OF Skagit)

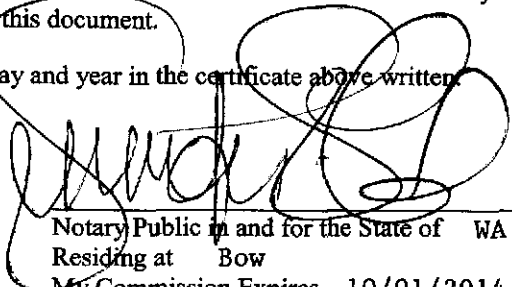
On this 23 day of October, 2013 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

CHARLES KELLY

I CERTIFY that I know or have satisfactory evidence **Charles Kelly** 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 **Attorney-in-Fact for LYNDIA KELLY** 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.




Notary Public in and for the State of WA
Residing at Bow
My Commission Expires 10/01/2014

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: 10-29-13


Hermann O. Wolz
Board Secretary

