



201612090079

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

CHICAGO TITLE
SHELTER BAY
ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:
JAMES M. SEAVER and PAMELA L. SEAVER, husband and wife

Lessee(s) of a certain sublease dated the 18th day of September, 1977
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 2nd day of July, 1979 in accordance with Short Form Sublease No. 822 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 7907020062, Volume 369, Pages 210-211, 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 **JAMES M. SEAVER and PAMELA L. SEAVER, husband and wife**

Assignor(s), whose address is: 7007 58th Drive NE, Marysville, WA 98270

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **JLK FAMILY, LLC, a Washington Limited Liability Company and JON WILLIAM GALBRAITH and DEBORAH SUE GALBRAITH, Trustees of the Jon William Galbraith Trust and the Deborah Sue Galbraith Trust**

Assignee(s), whose address is: John Ward Phillips: 818 Shoshone Dr., La Conner, WA 98257
Jon and Deborah Galbraith: 823 Shoshone 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 \$1,171.00 is due and payable on the 1st day of June, 2017.**

PRIOR ASSIGNMENT of Sublease from:
Richard G. J. Anderson and JoAnn Q. Anderson to James M. Seaver and Pamela L. Seaver recorded under Auditor's File No. 9411160106.

THE REAL ESTATE described in said lease is as follows:
Lot #822, AMENDED SURVEY OF SHELTER BAY DIV. 5, Tribal and Allotted Lands of Swinomish Indian Reservation, according to the plat thereof recorded on June 2, 1976, in Volume 1 of Surveys, pages 184 through 186, under Auditor's File No. 836134, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P7035 Geo ID: 5100-005-822-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 7th day of DECEMBER, 2016.

Assignor(s):

JAMES M. SEAVER

PAMELA L. SEAVER
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016 5563
DEC 9 2016

Assignee(s):

JOHN WARD PHILLIPS, Managing Member

JON WILLIAM GALBRAITH, Trustee

DEBORAH SUE GALBRAITH, Trustee

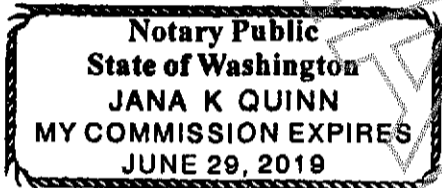
Amount Paid \$ 0
Skagit Co. Treasurer
By HB Deputy

STATE OF Washington)
COUNTY OF Skagit) SS.

On this 7th day of December, 2016 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAMES M. SEAVER and PAMELA L. SEAVER**

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.



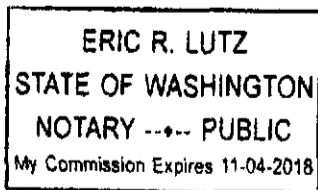
Jana K Quinn
Notary Public in and for the State of Washington
Residing at Granite Falls
My Commission Expires 06/29/2019

STATE OF WA)
COUNTY OF Skagit) SS.

On this 8 day of Dec, 2016 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared **JOHN WARD PHILLIPS**

I CERTIFY that I know or have satisfactory evidence **John Ward Phillips** 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 acknowledge that he is a **Managing Member of JLK FAMILY, LLC, a Washington Limited Liability Company**, 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.



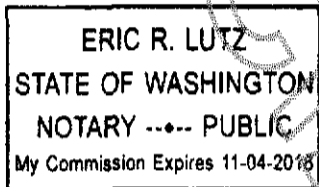
E.R.L.
Notary Public in and for the State of WA
Residing at Arlington WA
My Commission Expires 11-4-18

STATE OF WA)
COUNTY OF SKAGIT) SS.

On this 8 day of Dec, 2016 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared **JON WILLIAM GALBRAITH and DEBORAH SUE GALBRAITH**

I CERTIFY that I know or have satisfactory evidence **Jon William Galbraith and Deborah Sue Galbraith** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated they are authorized to execute the instrument **and are the Trustees of The Jon William Galbraith Trust and The Deborah Sue Galbraith Trust**, 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 this certificate above written.



E.R.L.
Notary Public in and for the State of WA
Residing at Arlington WA
My Commission Expires 11-4-18

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: 12/09/2016



SHELTER BAY COMPANY

[Signature]
David Franklin, Manager