



201701120014

Skagit County Auditor

\$76.00

1/12/2017 Page

1 of

4 9:02AM

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2017115

JAN 12 2017

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

DOUGLAS D. SMART and DIXIE D. SMART, husband and wife

Amount Paid \$ 3344.28
Skagit Co. Treasurer
By nam Deputy

Lessee(s) of a certain sublease dated the 1st day of October, 1975

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 18th day of April, 1978 in accordance with Short Form Sublease No. 765 (Master Lease No. 5086, Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 877635, Volume 313, Pages 80-81, 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 **DOUGLAS D. SMART and DIXIE D. SMART, husband and wife**

Assignor(s), whose address is: 1026 Blue Grouse Drive, Kalispell, MT 59901

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **MARCUS W. LAMB and TAIRI C. LAMB, a married couple**

Assignee(s), whose address is: 765 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 \$703.00 is due and payable on the 1st day of June, 2017.

PRIOR ASSIGNMENT of Sublease from:

Arthur /e. Luthy and Marion Luthy to Douglas D. Smart and Dixie D. Smart recorded under Auditor's File No. 8506040054.

THE REAL ESTATE described in said lease is as follows:

Lot #765, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation," according to the Survey recorded July 8, 1970, in Volume 48 of Official Records, pages 627 through 631, under Auditor's File No. 740962, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P129445

3302020235S

Geo ID: 5100-004-765-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 10 day of January, 2017.

Assignor(s):

Douglas D. Smart
DOUGLAS D. SMART

Dixie D. Smart
DIXIE D. SMART

Assignee(s):

(SIGNED IN COUNTERPART)
MARCUS W. LAMB

(SIGNED IN COUNTERPART)

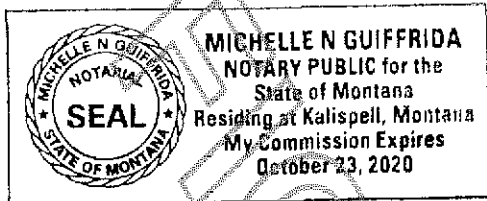
TAIRI C. LAMB

STATE OF Montana
COUNTY OF Flathead) SS.

On this 10 day of January, 2017 before me, the undersigned, a Notary Public in and for the State of Montana, duly commissioned and sworn, personally appeared

DOUGLAS D. SMART and DIXIE D. SMART 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.



[Signature]
Notary Public in and for the State of

Residing at
My Commission Expires

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared

MARCUS W. LAMB and TAIRI C. LAMB 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 this certificate above written.

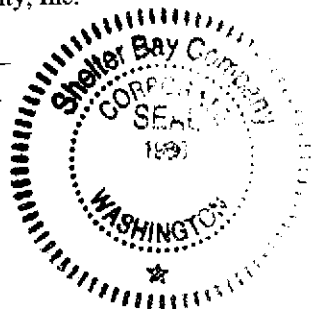
Notary Public in and for the State of

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: 1/11/2017



SHELTER BAY COMPANY

[Signature]
David Franklin, Manager

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

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

DOUGLAS D. SMART and DIXIE D. SMART, husband and wife

Lessee(s) of a certain sublease dated the 1st day of October, 1975

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 18th day of April, 1978 in accordance with Short Form Sublease No. 765 (Master Lease No. 5086, Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 877635, Volume 313, Pages 80-81, 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

DOUGLAS D. SMART and DIXIE D. SMART, husband and wife

Assignor(s), whose address is: 1026 Blue Grouse Drive, Kalispell, MT 59901

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **MARCUS W. LAMB and TAIRI C. LAMB, a married couple**

Assignee(s), whose address is: 765 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 \$703.00 is due and payable on the 1st day of June, 2017.**

PRIOR ASSIGNMENT of Sublease from:

Arthur /c. Luthy and Marion Luthy to Douglas D. Smart and Dixie D. Smart recorded under Auditor's File No. 8506040054.

THE REAL ESTATE described in said lease is as follows:

Lot #765, "SURVEY OF SHELTER BAY DIV. 4, Tribal and Allotted Lands of Swinomish Indian Reservation," according to the Survey recorded July 8, 1970, in Volume 48 of Official Records, pages 627 through 631, under Auditor's File No. 740962, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P129445

3302020235S

Geo ID: 5100-004-765-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 10 day of January, 2017.

Assignor(s):

(SIGNED IN COUNTERPART)

DOUGLAS D. SMART

(SIGNED IN COUNTERPART)

DIXIE D. SMART

Assignee(s):

MARCUS W. LAMB

MARCUS W. LAMB

TAIRI C. LAMB

TAIRI C. LAMB

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared **DOUGLAS D. SMART and DIXIE D. SMART** 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.

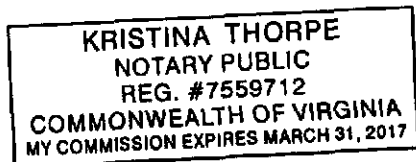
Notary Public in and for the State of _____

Residing at _____
My Commission Expires _____

STATE OF Virginia)
) SS.
COUNTY OF Arlington)

On this 01 day of Jan, 2017 before me, the undersigned, a Notary Public in and for the State of Virginia, duly commissioned and sworn, personally appeared **MARCUS W. LAMB and TAIRI C. LAMB** 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 this certificate above written.



Kristina Thorpe
Notary Public in and for the State of Virginia
Residing at Fairfax VA
My Commission Expires 31 mar 2017

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: 1/11/2017



SHELTER BAY COMPANY

David Franklin, Manager