



Skagit County Auditor  
3/17/2017 Page

1 of 3 3:25PM  
\$75.00

After Recording Please Return To:  
SHELTER BAY COMPANY  
1900 Shoshone Drive  
La Conner, WA 98257

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

**MARIANNA J. METKE**, individually and as Personal Representative of the Estate of Robert L. Metke, deceased

Lessee(s) of a certain sublease dated the 20th day of July, 1970

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 22<sup>nd</sup> day of November, 1981 in accordance with Short Form Sublease No. 465 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8111230046, Volume 459, Pages 479-480, 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 **MARIANNA J. METKE**, individually and as Personal Representative of the Estate of Robert L. Metke, deceased

Assignor(s), whose address is: 457 Klickitat Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **DARREL TRACY**, a married man, as his separate estate

Assignee(s), whose address is: 1426 Rose Lane, Oak Harbor, WA 98277

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 \$235.00 is due and payable on the 1<sup>st</sup> day of June, 2017.

PRIOR ASSIGNMENT of Sublease from:

Arnold T. Duckworth and Lydia D. Duckworth to Robert L. Metke and Marianna J. Metke recorded under Auditor's File No. 8906090028.

THE REAL ESTATE described in said lease is as follows:

Lot #465, "SURVEY OF SHELTER BAY DIVISION NO. 3, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded in Volume 43 of Official Records, pages 839 to 842, inclusive, under Auditor's File No. 737014, and amendment thereto recorded in Volume 66 of Official Records, page 462, under Auditor's File No. 753731, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P128861

S3302020078

Geo ID: 5100-003-465-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 23rd day of February, 2017.

Assignor(s):

Marianna J. Metke  
MARIANNA J. METKE

Marianna J. Metke - PR  
MARIANNA J. METKE, as Personal Representative

Assignee(s):

Darrel Tracy  
DARREL TRACY

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20171055  
MAR 17 2017

Amount Paid \$ 60.18  
Skagit Co. Treasurer  
By mm Deputy

STATE OF Washington )

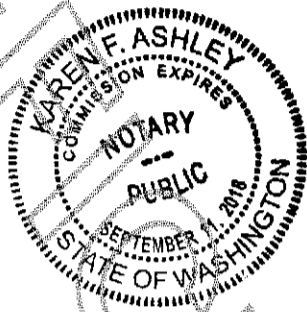
) SS.

COUNTY OF Skagit )

On this 16 day of march, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**MARIANNA J. METKE** 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 the certificate above written.



Karen Ashley  
Notary Public in and for the State of Washington

Residing at: Sedro-Woolley  
My Commission Expires: 9/11/2018

STATE OF Washington )

) SS.

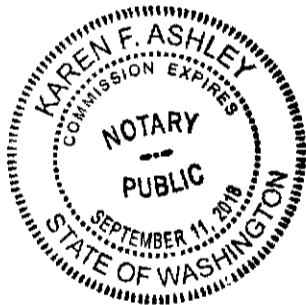
COUNTY OF Skagit )

On this 16 day of march, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**MARIANNA J. METKE**

I CERTIFY that I know or have satisfactory evidence **Marianna J. Metke** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated she is authorized to execute the instrument and is the **Personal Representative of the Estate of Robert L. Metke**, 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.



Karen Ashley  
Notary Public in and for the State of Washington

Residing at: Sedro-Woolley  
My Commission Expires: 9/11/2018

Torrey  
STATE OF GUAM )  
COUNTY OF SANTA RITA ) SS.

On this 2nd day of MARCH, 2017 before me, the undersigned, a Notary Public in and for the State of U.S. NAVY, duly commissioned and sworn, personally appeared

**DARREL TRACY** 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.

CLAYTON MCCARL  
LT, JAG Corps, U. S. Navy  
Commission expires: Indefinite  
Authority: 10 U.S.C. 1044a, IAGMAN 0902  
No Seal Required

Clayton McCarl  
Notary Public in and for the State of U.S. NAVY

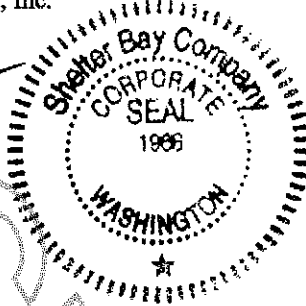
Residing at USS FRANK CABLE  
My Commission Expires INDEF

### 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:

3/17/2017



SHELTER BAY COMPANY

David Franklin, Manager