



201707140005

Skagit County Auditor

\$74.00

7/14/2017 Page

1 of

2 9:08AM

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

Land Title and Escrow

**SHELTER BAY**02-16358-  
06**ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS THAT:

**KENNEDY INVESTMENT GROUP, LLC, a Nevada limited liability company**

Lessee(s) of a certain sublease dated the 15th day of September, 1975

Wherein **SHELTER BAY COMPANY**, a Washington corporation, appears as Lessor, recorded on the 29th day of September, 1975 in accordance with Short Form Sublease No. **184** (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 824103, Volume 196, Pages 475-476, 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

**KENNEDY INVESTMENT GROUP, LLC, a Nevada limited liability company**

Assignor(s), whose address is: 5207 Sterling Drive, Anacortes, WA 98221

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **RICHARD M. MIETZNER and RHONDA L. MIETZNER, a married couple**

Assignee(s), whose address is: 10404 Sandy Beach Drive, Lake Stevens, WA 98258

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 \$1,015.00 is due and payable on the 1<sup>st</sup> day of June, 2018.**

PRIOR ASSIGNMENT of Sublease from:

I.G.G. Limited, a Delaware Corporation to Kennedy Financial Group L.L.C., a Nevada limited liability company recorded under Auditor's File No. 200111140249. Kennedy Financial Group L.L.C., a Nevada limited liability company to Kennedy Investment Group L.L.C., a Nevada limited liability company recorded under Auditor's File No. 200100040250.

THE REAL ESTATE described in said lease is as follows:

Lot #184, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2 Tribal and Allotted Lands of Swinomish Indian Reservations," as recorded March 17, 1970, in Volume 43 of official Records, Pages 833 through 838, under Auditor's File No 737013 records of Skagit County, Washington.

Together with the following described parcel: Beginning at the Northwest corner of Lot 184; Thence Easterly and Southeasterly along the waterward lot lines of said Lot 184 to the most Easterly corner thereof; Thence North 32°26'00" East to the line of mean high tide; Thence Northwesterly and Westerly along the line of mean high tide to an intersection with the Westerly line of Lot 184 projected Northerly; Thence South 0°00'00" East to the Point of Beginning. Subject to easement of record

Situate in the County of Skagit, State of Washington.

P129052

S 3302020033

Geo ID: 5100-002-184-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 12 day of July, 2017.

Assignor(s):

John P. Kennedy  
**JOHN P. KENNEDY, Manager**

Sandra K. Kennedy  
**SANDRA K. KENNEDY, Manager**

Assignee(s):

Richard M. Mietzner  
**RICHARD M. MIETZNER**

Rhonda L. Mietzner  
**RHONDA L. MIETZNER**

SKAGIT COUNTY WASHINGTON  
 REAL ESTATE EXCISE TAX  
 20173203  
 JUL 14 2017

Amount Paid \$ 539.00  
 Skagit Co. Treasurer  
 By HIB Deputy

STATE OF WA)  
COUNTY OF Snohomish) SS.

On this 13 day of July, 2017 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared

**JOHN P. KENNEDY and SANDRA K. KENNEDY**

I CERTIFY that I know or have satisfactory evidence **John P. Kennedy and Sandra K. Kennedy** are the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated they are authorized to execute the instrument, and acknowledge that they are the **Managing Members of Kennedy Investment Group, L.L.C., a Nevada 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.



Notary Public in and for the State of WA

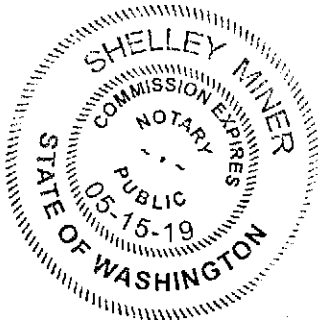
Shelley Miner  
Residing at 1440 1st Ave  
My Commission Expires 5-15-19

STATE OF WA)  
COUNTY OF Snohomish) SS.

On this 13 day of July, 2017 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared

**RICHARD M. MIETZNER and RHONDA L. MIETZNER** 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.



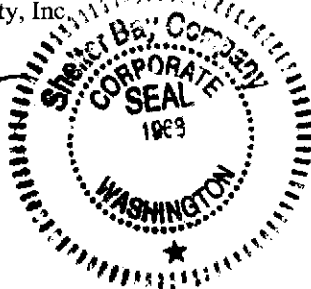
Notary Public in and for the State of WA

Shelley Miner  
Residing at 1440 1st Ave  
My Commission Expires 5-15-19

### 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: 7/13/2017



**SHELTER BAY COMPANY**

David Franklin, Manager