



201708140099

Skagit County Auditor

8/14/2017 Page

1 of

\$76.00

3 11:13AM

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: **DONALD A. JOHNSON, a single man**

Lessee(s) of a certain sublease dated the 18th day of October, 1974

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 25th day of April, 1978 in accordance with Short Form Sublease No. 131 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 878148, Volume 314, Pages 83-84, 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 **DONALD A. JOHNSON, a single man**

Assignor(s), whose address is: 8B Eagles Nest Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **DONALD A. JOHNSON and ANNE MARIE JOHNSON, Co-Trustees of the Donald A. Johnson Family Trust, dated April 4, 2014**

Assignee(s), whose address is: 8B Eagles Nest 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 \$858.00 is due and payable on the 1st day of June, 2018.**

PRIOR ASSIGNMENT of Sublease from:

Stanley C. Stewart to Donald A. Johnson recorded under Auditor's file No. 200708290117.

THE REAL ESTATE described in said lease is as follows:

Lot 131, "REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation," as recorded in Volume 43 of Official Records, page 833, Records of Skagit County, Washington.

TOGETHER WITH Dock Easement recorded June 17, 1981, under Auditor's File No. 8106170016 and Assignment of Easement recorded December 14, 1999, under Auditor's File No. 199912140108, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.


P129000

S3302010022



Geo ID: 5100-002-131-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 13th day of August, 2017.

Assignor(s):


 DONALD A. JOHNSON

Assignee(s):


 DONALD A. JOHNSON, Co-Trustee

 ANNE MARIE JOHNSON, Co-Trustee

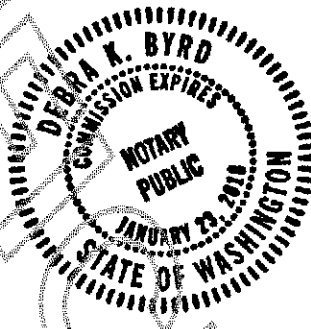
SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX
 20173764
 AUG 14 2017

Amount Paid \$0
 Skagit Co. Treasurer
 By *Tram* Deputy

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 10th day of August, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DONALD A. JOHNSON**, 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 the certificate above written.



Debra K. Byrd
Notary Public in and for the State of Washington
Residing at La Conner
My Commission Expires 01-23-2018

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 10th day of August, 2017 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **DONALD A. JOHNSON**.

I CERTIFY that I know or have satisfactory evidence **Donald A. Johnson** 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 **Co-Trustee of the Donald A. Johnson Family 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.



Debra K. Byrd
Notary Public in and for the State of Washington
Residing at La Conner
My Commission Expires 01-23-2018

STATE OF CALIFORNIA)
) SS.
COUNTY OF SANTA CRUZ)

On this 27th day of July, 2017, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **ANNE MARIE JOHNSON**.

I CERTIFY that I know or have satisfactory evidence **Anne Marie Johnson** 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 **Co-Trustee of the Donald A. Johnson Family 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.



Sagar M. Patel
Notary Public in and for the State of California
Residing at Soquel CA
My Commission Expires 08/11/2017


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: 8/10/2017



SHELTER BAY COMPANY


David Franklin, Manager