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01/02/2019 04:04 PM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

Return Address:

Shelter Bay Co
1000 Shoshone Dr
La Conner WA 98257

Document Title:

Indemnity Agreement

Reference Number (if applicable): _____

Grantor(s):

☐ additional grantor names on page ____

- 1) Shelter Bay Co
- 2) _____

Grantee(s):

☐ additional grantor names on page ____

- 1) Richard I Moore and Lori A Hamilton
- 2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____

332 Snokomish Dr, Div 2
P129158

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____

**shelter bay company** TM

1000 Shoshone Drive • La Conner, WA 98257 • (360) 466-3805 • Fax (360) 466-4733

Release and Indemnity Agreement

This Release and Indemnity Agreement (Agreement) is made between **RICHARD I. MOORE and LORI A. HAMILTON-MOORE (MOORE)** and Shelter Bay Company and Shelter Bay Community (Shelter Bay). The purpose of this Agreement is to release and protect Shelter Bay from any claims arising from the termination and re-issuance of the Sublease for Lot 332, Snohomish Drive, La Conner, WA 98257.

The Sublessee for Lot 332, **John D. Perrin**, is deceased according to State of Washington Department of Health, Certificate of Death, Local File Number 429-11, State File Number 2011 55399, and no personal representative, heir or beneficiary has claimed the leasehold and improvements, despite Shelter Bay's multiple attempts to contact Mr. Perrin's family. The MOORES and Shelter Bay reasonably believe the property is abandoned.

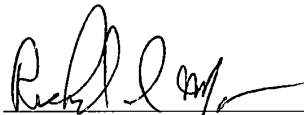
To purchase the property, the MOORES have satisfied and now pay the past due amounts to Shelter Bay in the amount of **\$11,359.15 (Eleven Thousand Three Hundred Fifty-Nine Dollars and 15/100 cents)**. In exchange, Shelter Bay will terminate the existing Sublease for Lot 332 and re-issue a Sublease in the MOORE name.

RICHARD I. MOORE and LORI A. HAMILTON-MOORE acknowledge that Shelter Bay makes no warranties or promises regarding the validity of the re-issued Sublease against claims by Mr. Perrin's heirs or assigns. MOORE releases Shelter Bay and all individuals acting on Shelter Bay's behalf from any liability related to the re-issued Sublease. The parties allocate all risk from the re-issued Sublease to MOORE.

Furthermore, MOORE agrees to defend and indemnify Shelter Bay from all claims arising from the re-issued Sublease, including those from Mr. Perrin's heirs, beneficiaries or assigns.

MOORE and Shelter Bay agree to cooperate in the re-issuance of a Sublease for Lot 332 and in the resolution of any potential claims arising from the re-issuance. If a dispute arises regarding this agreement, the parties agree to mediate the dispute, and if unsuccessful, submit their dispute to binding arbitration under Washington law with an agreed arbitrator.

Dated this 27 day of December, 2018

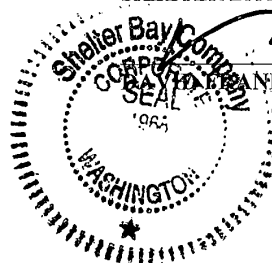


RICHARD I. MOORE



LORI A. HAMILTON-MOORE

SHELTER BAY COMMUNITY
SHELTER BAY COMPANY



JOHN D. FRANKLIN, Manager

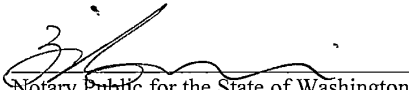
STATE OF WASHINGTON)
) SS.
COUNTY OF SKAGIT)

On this 27th day of December, 2018 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared **RICHARD I. MOORE and LORI A. HAMILTON-MOORE**

I certify that I know or have satisfactory evidence that **Richard I. Moore and Lori A. Hamilton-Moore** are the persons who appeared before me and signed this instrument and acknowledged to me that they executed the same in their authorized capacity and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




Notary Public for the State of Washington
Residing at: Mount Vernon, WA
My Commission Expires: June 8th 2020.