

201906100155

06/10/2019 03:27 PM
Skagit County Auditor Pages: 1 of 4 Fees: \$102.00

SKAGIT COUNTY WASHINGTON

REAL ESTATE EXCISE TAX

JUN 10 2019

Amount Paid \$1749.40
By Skagit Co. Treasurer
Deputy

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

Land Title and Escrow

SHELTER BAY

ASSIGNMENT OF SUBLEASE

02-169349-0E

KNOW ALL MEN BY THESE PRESENTS THAT:

RICHARD B. CUNNINGHAM and TERRI L. CUNNINGHAM, A Married Couple

Lessee(s) of a certain sublease dated the 15th day of July, 1970

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 21st day of July, 1970 in accordance with Short Form Sublease No. 524 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 741405, Volume 49, Pages 282-283, 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

RICHARD B. CUNNINGHAM and TERRI L. CUNNINGHAM, A Married Couple

Assignor(s), whose address is: PO Box 1328, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **KEVIN KEN MARTIN and PAULETTE MARTIN, A Married Couple**

Assignee(s), whose address is: 524 Klamath 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 \$390.00 is due and payable on the 1st day of June, 2020.**

PRIOR ASSIGNMENT of Sublease from: Ralph W. Vittery and Gladys A. Vittery to Richard B. Cunningham and Terri L. Cunningham under Auditor's File No. 9404250093.

THE REAL ESTATE described in said lease is as follows:

Lot #524, "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.

P129292

S3302020406

Geo ID: 5100-003-524-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 4th day of June, 2019.

Assignor(s):

RB. Cunningham
RICHARD B. CUNNINGHAM

Terri L. Cunningham
TERRI L. CUNNINGHAM

Assignee(s):

(SIGNED IN COUNTERPART)
KEVIN KEN MARTIN

(SIGNED IN COUNTERPART)
PAULETTE MARTIN

STATE OF WA)
COUNTY OF SKAGIT) SS.

On this 4th day of June, 2019 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared

RICHARD B. CUNNINGHAM and TERRI L. CUNNINGHAM

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 WA
Residing at: Oak Harbor
My Commission Expires: 7/16/2021

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 2019 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared

KEVIN KEN MARTIN and PAULETTE MARTIN

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: 6-10-19



SHELTER BAY COMPANY

[Signature]
~~David Franklin, Manager~~
Donald L. Newby, Board Treasurer

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:

RICHARD B. CUNNINGHAM and TERRI L. CUNNINGHAM, A Married Couple

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Assignor(s), whose address is: PO Box 1328, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **KEVIN KEN MARTIN and PAULETTE MARTIN, A Married Couple**

Assignee(s), whose address is: 524 Klamath 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 \$390.00 is due and payable on the 1st day of June, 2020.

PRIOR ASSIGNMENT of Sublease from: Ralph W. Vittery and Gladys A. Vittery to Richard B. Cunningham and Terri L. Cunningham under Auditor's File No. 9404250093.

THE REAL ESTATE described in said lease is as follows:

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Situate in the County of Skagit, State of Washington.

P129292

S3302020406

Geo ID: 5100-003-524-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 5 day of June, 2019.

Assignor(s):

Assignee(s):

(SIGNED IN COUNTERPART)

RICHARD B. CUNNINGHAM

KEVIN KEN MARTIN

(SIGNED IN COUNTERPART)

TERRI L. CUNNINGHAM

PAULETTE MARTIN

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 2019 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared

RICHARD B. CUNNINGHAM and TERRI L. CUNNINGHAM

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 Ohio)
COUNTY OF Trembly) SS.

On this 5 day of June, 2019 before me, the undersigned, a Notary Public in and for the State of Ohio, duly commissioned and sworn, personally appeared

KEVIN KEN MARTIN and PAULETTE MARTIN

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 Ohio

Residing at: Trembly County
My Commission Expires: April 12, 2020

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: 6-10-19



SHELTER BAY COMPANY

David Franklin, Manager
Donald L. Newby, Board Treasurer