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SKAGIT COUNTY WASHINGTON

07/24/2020 03:48 PM Pages: 1 of 4 Fees: \$106.50 Skagit County Auditor

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

**Land Title and Escrow** 

174635

# SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT: WESLEY BRANDT, An Unmarried Person

Lessee(s) of a certain sublease dated the 20th day of August, 1977

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 17<sup>th</sup> day of December, 1982 in accordance with Short Form Sublease No. **124** (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 82121770036, Volume 498, Pages 314-315, 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

WESLEY BRANDT, An Unmarried Person

Assignor(s), whose address is: 411 Hobron Lane #1804, Honolulu, HI 96815

ASSIGNOR assigned and set over, and by these presents does grant, assign, and set over unto the said MALCOLM P. ROSS and LINDA S. ROSS, Trustees of The Malcolm Peter Ross and Linda Swor Ross Revocable Living Trust, dated July 12, 2020

Assignee(s), whose address is: 124 Lummi Circle, 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 \$1,015.00 is due and payable on the 1st day of June, 2021.

PRIOR ASSIGNMENT of Sublease from: Donald P. Haas to Donald P. Hass and Cherry Hass under Auditor's File No. 201701270125. Cherry Hass to Wesley Brandt under Auditor's File No. 201804160177.

THE REAL ESTATE described in said lease is as follows:

Lot #124, "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 most Westerly comer of Lot 124; thence South 39°53'15" West to the line of mean high tide; thence Easterly along said line of mean high tide to an intersection with a line projected South 4°31'07" West from the Southeast corner of Lot 124; Thence North 4°31'07" East to said southeast corner of Lot 124; thence South 81°00'00" West a distance of 30.00 feet; thence North 67°00'00" West a distance of 81.53 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.

P 128994

S 3302010016

Geo ID: 5100-002-124-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 20th day of July, 2020.

Assignor(s):	Assignee(s): The Malcolm Peter Ross and Linda Swor
	Ross Revocable Living Trust, dated July 12 2020
WESLEY BRANDT	MALCOLM P. ROSS, Trustee
	Linda & Ress
	LINDA S DOSS Tructoo

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: WESLEY BRANDT, An Unmarried Person

Lessee(s) of a certain sublease dated the 20th day of August, 1977

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 17th day of December, 1982 in accordance with Short Form Sublease No. 124 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 82121770036, Volume 498, Pages 314-315, 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 WESLEY BRANDT, An Unmarried Person

Assignor(s), whose address is: 411 Hobron Lane #1804, Honolulu, HI 96815

ASSIGNOR assigned and set over, and by these presents does grant, assign, and set over unto the said MALCOLM P. ROSS and LINDA S. ROSS, Trustees of The Malcolm Peter Ross and Linda Swor Ross Revocable Living Trust, dated July 12, 2020

Assignee(s), whose address is: 124 Lummi Circle, 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 \$1,015.00 is due and payable on the 1st day of June, 2021.

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THE REAL ESTATE described in said lease is as follows:

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Together with the following described parcel;

Assignar(e)

Beginning at the most Westerly corner of Lot 124; thence South 39°53`15" West to the line of mean high tide; thence Easterly along said line of mean high tide to an intersection with a line projected South 4°31'07" West from the Southcast corner of Lot 124; Thence North 4°31'07" East to said southeast corner of Lot 124; thence South 81°00'00" West a distance of 30.00 feet; thence North 67°00'00" West a distance of 81.53 feet to the point of beginning.

Situate in the County of Skagit, State of Washington.
P 128994
S 3302010016
Geo ID: 5100-002-124-0000
IN WITNESS WHEREOF the parties have hereto signed this instrument this 20th day of

July, 2020.

	Assignce(s): The Malcolm Peter Ross and Linda Swor Ross Revocable Living Trust, dated July 2020
Moss Bloms WESLEY FRANDT	MALCOLM P. ROSS, Trustee
1/2020	LINDA S. ROSS, Trustee

**GOVERNMENT CODE § 8202** 

# HALA DE TOTA DE PROCESSO DE COMO DE CO See Attached Document (Notary to cross out lines 1–6 below) ☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary) Signature of Document Signer No. 2 (if any) Signature of Document Signer No. 1 A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California Subscribed and sworn to (or affirmed) before me County of FRESMO ASHLEY STONE Notary Public - California Name(s) of Signer(s) Fresno County Commission # 2250269 proved to me on the pasis of satisfactory evidence to My Comm, Expires Jul 16, 2022 be the person(s) whe appeared before me. Signature gnature of Notary Public Place Notary Seal and/or Stamp Above **OPTIONAL** Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: Shelter Bay Assignment of Subkase

Number of Pages:

©2017 National Notary Association

Signer(s) Other Than Named Above:

Document Date:

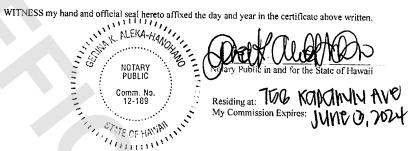
CALIFORNIA JURAT WITH AFFIANT STATEMENT

STATE OF Hawaii COUNTY OF 110110

day of July, 2020 before me, the undersigned, a Notary Public in and for the State of Hawaii, duly commissioned and sworn, personally appeared

#### WESLEY BRANDT

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.



STATE OF California )

COUNTY OF

day of July, 2020 before me, the undersigned, a Notary Public in and for the State of

### California, duly commissioned and sworn, personally appeared MALCOLM P. ROSS and LINDA S. ROSS

SS.

I CERTIFY that I know or have satisfactory evidence that Malcolm P. Ross and Linda S. Ross are the persons who appeared before me, and said persons acknowledged they signed this instrument, on oath stated they are authorized to execute the instrument, and are Trustees of The Malcolm Peter Ross and Linda Swor Ross Revocable Living Trust, dated July 12, 2020, to be the free and voluntary act of such parties for the uses and purposes mentioned in this instrument.

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 California

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 Trustces of Shelter Bay Community, Inc.

SHELTER BAY COMPANY

Louis Karn