## **202108260072**

08/26/2021 02:47 PM Pages: 1 of 4 Fees: \$206.50 Skagit County Auditor

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

## SHELTER BAY ASSIGNMENT OF SUBLEASE

200716CT

KNOW ALL MEN BY THESE PRESENTS THAT: 426 YAKIMA, LLC

Lessee(s) of a certain sublease dated the 27th day of July, 1973

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 28th day of January, 1981 in accordance with Short Form Sublease No. 426A (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8101280066, Volume 429, Pages 244-245, 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 426 YAKIMA, LLC

Assignor(s), whose address is: PO Box 153, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign, and set over unto the said SUSAN C. ROEWE, A Married Person

Assignee(s), whose address is: 4617 Greenwood Drive, Olympia, WA 98502

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 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, 2022.

PRIOR ASSIGNMENT of Sublease from: Douglas Thompson to Vincent D. Cicotte and S. Scott Novak and Susan E. Novak under Skagit County Auditor's File No. 200507060062. Vincent Cicotte and Barbara Cicotte, for the consideration of 50% interest, by Quit Claim Deed, to 426 Yakima, LLC, under Skagit County Auditor's File No. 201607150030. Stanley Novak and Susan Novak, for the consideration of 50% interest, by Quit Claim Deed, to 426 Yakima, LLC, under Skagit County Auditor's File No. 201607150031.

THE REAL ESTATE described in said lease is as follows:

Lot #426, "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.

P129235

S3302020117

Geo ID: 5100-003-426-0000

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021 - 3752

AUG 26 2021

Amount Paid \$ 1928.20

Skagit Co. Treasurer

By Deputy

BY: Barbara Cicotte
ITS: Mem px

) SS.
COUNTY OF Slagt
On this 25 day of
CHERYL A FROEHLICH NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. MAR. 07, 2024 COMM. #92604  WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.  Notary Priblic in and for the State of WA Residing at: Sucho Woollier My Commission Expires: 3
STATE OF
CHERYL A FROEHLICH NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. MAR. 07, 2024 COMM. #92604  Notary Public in and for the State of CA Residing at Sed to Cooling My Commission Expires: 3-7-3-4
STATE OF
I CERTIFY that I know or have satisfactory evidence Vincent Cicotte 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 acknowledge that he is a Managing Member of 426 Yakima LLC, 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 Residing at: Seeto Woodly My Commission Expires: 3-2-34

CHERYL A FROEHLICH NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. MAR. 07, 2024 COMM. #92604

STATE OF LA )
COUNTY OF Staget ) SS.
On this 24 day of, 2021 before me, the undersigned, a Notary Public in and for the State of, duly commissioned and sworn, personally appeared BARBARA CICOTTE
I CERTIFY that I know or have satisfactory evidence Barbara Cicotte 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 acknowledge that she is a Managing Member of 426 Yakima LLC, 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.
CHERYL A FROEHLICH NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. MAR. 07, 2024 COMM. #92604  COMM. #92604  COMM. #92604  COMM. #92604  COMM. #92604
STATE OF WA ) SS.  COUNTY OF Sleept )
On this \( \sum_{\text{day}} \) of \( \text{day} \) of \( \text{day} \) duly commissioned and sworn, personally appeared \( \text{SUSAN C. ROEWE} \) to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the said instrument as her 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.
CHERYL A FROEHLICH NOTARY PUBLIC STATE OF WASHINGTON COMM. EXP. MAR. 07, 2024
COMM. #92604 Residing at: Sean Woolly

## 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(26/2021

SHELTER BAY COMPANY

Residing at: Seam wooll My Commission Expires: 3-7-24

David Franklin, Manager