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04/28/2023 08:52 AM Pages 1 of 3 Fees \$205.50 Skagit County Auditor

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX POPS LEZSS APR 28 2023

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

Amount Paid \$ Skagit Co. Treasurer
By LT Deputy

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT: L. CLIFFORD ADAMS and KAY J. ADAMS, husband and wife

Lessee(s) of a certain sublease dated the 15th day of September 1978, wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 12<sup>th</sup> day of September 1983 in accordance with Short Form Sublease No. N-1 (Master Lease No.5020, Contract No.14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8309120087, Volume 530 Pages 167-168 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 L. CLIFFORD ADAMS and KAY J. ADAMS, husband and wife

Assignor(s), whose address is: PO Box 1549, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said KAY J. ADAMS, a married person as her sole and separate property

Assignee(s), whose address is: PO Box 1549, 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 the 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 \$1006.00 is due and payable on the 1st day of June 2023.

PRIOR ASSIGNMENT of Sublease from: Josephine Johnson to L. Clifford Adams and Kay J. Adams under Auditor's File No. 200005100012.

THE REAL ESTATE described in said lease is as follows:

Lot No. N-I as more particularly described in Exhibit "A" attached to and made a part of this document.

P128931 S3302020388 Geo ID: 5100-003-001-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 27 Day of APRIL , 2023

Assignor(s) Assignee(s)

Kay J. Adams POA
L. CLIFFORD ADAMS,
by Kay J. Adams POA

Kay J. Adams

Kay J. adams

STATE OF Washington COUNTY OF Skagit

On this 27 day of Qpri \_, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared KAY J. ADAMS

I CERTIFY that I know or have satisfactory evidence Kay J. Adams 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 has Power of Attorney for L. Clifford Adams, 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 Washingin

Residing at Skap, + Co-Mt, Vernor
My Commission Expires 12-04-2023

## 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.

SHELTER BAY COMPANY

William R. Palmer, Manager

## EXHIBIT "A"

That portion of Tract N, SURVEY OF SHELTER BAY, DIVISION NO. 3, Tribal Allotted Lands of Swinomish Indian Reservation, as recorded in Volume 43 of Official Records, Pages 839 through 842, 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, described as follows:

Commencing at the Southwest corner of the Northeast Quarter of Section 2, Township 33 North, Range 2 East of the Willamette Meridian;

thence South 89°08'15" East along the South line of said subdivision a distance of 261.44 feet; thence North 74°00'00" East for a distance of 294.09 feet to the TRUE POINT OF BEGINNING;

thence North 47°34'47" East for a distance of 108.18 feet;

thence North 20°00'00" West for a distance of 138.74 feet;

thence South 70°00'00" West for a distance of 100.00 feet;

thence South 20°00'00" East for a distance of 180.00 feet to the TRUE POINT OF BEGINNING

Situated in Skagit County, Washington

- END OF EXHIBIT "A"-