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07/10/2024 01:26 PM Pages: 1 of 3 Fees: \$305.50

SKAGIT COUNTY AUDITOR
REAL ESTATE EXCISE TAX

2024 1277
JUL 10 2024

Amount Paid \$ 2803.40
Skagit Co. Treasurer
By UT Deputy

CHICAGO TITLE
620055858

**SHELTER BAY
ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENT THAT:
MARY JANE PENMAN, an unmarried woman

Lessee(s) of a certain sublease dated the 19th day of December, 1984 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 26th day of February, 1985 in accordance with Short Form Sublease No. I-3 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8502260002, Volume 592 Pages 41, 42, 43 hereinafter known as Assignor, for and in consideration of the sum of ten dollars and other valuable considerations paid for assignment of said sublease, receipt of which is hereby acknowledged by
MARY JANE PENMAN, an unmarried woman

Assignor(s), whose address is: PO Box 1223, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said
CHARLES BOGGS, an unmarried person

Assignee(s), whose address is: 3 Kootenai Place, 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., all above to cover that portion of total property conveyed by referenced Sublease as is described in Exhibit 'A' attached hereto. 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 Community, Inc., in the amount of \$604.00 is due and payable on the 1st day of June 2025.

PRIOR ASSIGNMENT of Sublease from: Dale A. Foglyano and K. Joannie Foglyano to Mary Jane Penman, under Auditor's Filing No. 200507110114.

A LEASEHOLD INTEREST is hereby conveyed in Real Property described as follows:

See Exhibit A on Page 1-A hereof
Tract I-3 Shelter Bay Division 5

P128933

S3302020390

Geo ID: 5100-005-003-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 3rd Day of July, 2024.

Assignor(s)

Assignee(s)

Mary Jane Penman
MARY JANE PENMAN

Charles Boggs
CHARLES BOGGS

EXHIBIT 'A'

TRACT "I-3" as shown on survey recorded in Volume 3 of Surveys, at Page 156, as Auditor's File No. 8112180036, records of Skagit County, Washington; being a portion of that certain Tract "I" shown on "AMENDED SURVEY OF SHELTER BAY DIVISION 5, Tribal and Allotted Lands of Swinomish Indian Reservation", as recorded on June 2, 1976, in Volume 1 of Surveys, Pages 184 to 186, records of Skagit County, Washington, under Auditor's File No. 836134, described as follows:

Beginning at the Northeast corner of said Tract "I"; thence North $87^{\circ}02'30''$ West along the North line thereof 128.93 feet; thence South $2^{\circ}57'30''$ West a distance of 118.25 feet to the South line of said Tract "I"; thence North $76^{\circ}26'01''$ East along the South line thereof 134.48 feet to the Southeast corner thereof; thence North $2^{\circ}57'30''$ East along the East line thereof a distance of 80.00 feet to the Northeast corner thereof and the point of beginning of this description.

TOGETHER WITH a 20 foot wide easement for ingress, egress and utilities, the West line of which is described as follows:

Beginning at the Northeast corner of Tract "I" as hereinbefore described; thence North $87^{\circ}02'30''$ West a distance of 128.93 feet to the point of beginning of this line description; thence North $2^{\circ}57'30''$ East a distance of 34.45 feet to the South right of way line of Kootenai Place as shown on the above referenced survey and the terminal point of this line description.

Situate in the County of Skagit, State of Washington.

STATE OF Washington)
COUNTY OF SKAGIT) SS.

On this 3 day of July, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARY JANE PENMAN

to me known to be the individual(s) 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.



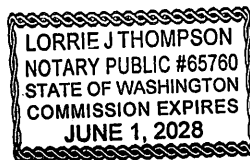
Lorrie J Thompson
Notary Public in and for the State of Washington
Residing at: Stanwood
My Commission Expires:

STATE OF WASHINGTON)
COUNTY OF SKAGIT) SS.

On this 3 day of July, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHARLES BOGGS

to me known to be the individual(s) 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.



Lorrie J Thompson
Notary Public in and for the State of Washington
Residing at: Stanwood
My Commission Expires: 6-1-2028

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: 7/9/24



SHELTER BAY COMPANY

WRP

William R. Palmer, Manager