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09/03/2024 03:36 PM Pages: 1 of 2 Fees: \$304.50 Skagit County Auditor

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

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY SBurrow
DATE 9/3/2024

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

PETER N. CAPLE, surviving spouse and Personal Representative of the Estate of Diana L. Caple

Lessee(s) of a certain sublease dated the 4th day of May 1974,

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 19th day of March 1984, in accordance with Short Form Sublease No. 271 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8403190053, Volume 552, Pages 402-403, 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 PETER N. CAPLE, surviving spouse and Personal Representative of the Estate of Diana L. Caple

Assignor(s), whose address is: 271 Elwha Drive, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said PETER N. CAPLE, an unmarried person

Assignee(s), whose address is: 271 Elwha 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 \$783.00 is due and payable on the 1st day of June, 2025.

PRIOR ASSIGNMENT of Sublease from: Peter Caple, Executor of the Estate of Myrtle C. Caple to Peter N. Caple and Diana L. Caple, under Auditor's File No. 9806230079. Diana L. Caple to Peter N. Caple by Community Property Agreement under Auditor's File No. 202408050081 and State of Washington Department of Health, Certificate of Death, No. 2024-030201.

THE REAL ESTATE described in said lease is as follows:

Lot #271, "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.

Situate in the County of Skagit, State of Washington.

P129116	S3402350080	Geo ID: 5100-002-271-0000
IN WITNESS WHEREOF the	parties have hereto signed the 2024.	nis instrument this <u> 19th</u> day of
Assignor(s):	e.	Assignee(s):
PETER N. CAPLE		PETER N. CAPLE

STATE OF NASHINGTON SS.

COUNTY OF SVAGIT SS.

On this 19th day of Avort state of Avort and for the State of Avort and for the State of Avort and sworn, personally appeared PETER N. CAPLE 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

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



for the uses and purposes therein mentioned.

Notary Public in and for the State of

Residing at Bungham
My Commission Expires 7/22/2028

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: 8 /26/24

SHELTER BAY COMPANY

William R. Palmer, Manager