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05/10/2023 01:45 PM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 CHS
MAY 10 2023

Amount Paid \$ 7987.40
By Skagit Co. Treasurer
K O Deputy

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

SHELTER BAY ASSIGNMENT OF SUBLEASE

CHICAGO TITLE
620054089

KNOW ALL MEN BY THESE PRESENTS THAT:
THOMAS A. SIGMOND and TERESA A. SIGMOND, husband and wife

Lessee(s) of a certain sublease dated the 15th day of August, 1974 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 22nd day of August, 1986 in accordance with Short Form Sublease No. 149 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 8608220053, Volume 663, Pages 232-233, 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

THOMAS A. SIGMOND and TERESA A. SIGMOND, husband and wife

Assignor(s), whose address is: 13931 Malloree Lane, Mt. Vernon, WA 98273

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **THERESE M. HARRINGTON, an unmarried person**

Assignee(s), whose address is: 149 Swinomish 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 \$1,228.00 is due and payable on the 1st day of June, 2023.**

PRIOR ASSIGNMENT of Sublease from: Milton R. Walter and Sue M. Walter to Thomas A. Sigmond and Teresa A. Sigmond, under Auditor's File # 201504300167.

Parcel number: P12A018

THE REAL ESTATE described in said lease is as follows:

Lot #149, "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, records of Skagit County, Washington.

Together with the following described parcel:

COMMENCING AT A POINT OF BEGINNING, WHICH IS THE POINT WHERE THE COMMON BOUNDARY LINE OF EACH LOT AND TRACT L ABOVE-STATED MEET AND JOIN ONE ANOTHER AND INTERSECT A POINT ON THE COMMON BOUNDARY LINE THAT RUNS BETWEEN AND SEPARATES EACH LOT ONE FROM THE OTHER; THENCE FROM SAID POINT OF BEGINNING A DISTANCE OF TEN (10) FEET ALONG THE COMMON BOUNDARY LINE THAT SEPARATES EACH LOT FROM THE OTHER AND AWAY FROM TRACT L; THENCE FROM SAID POINT ALONG A LINE LOCATED ON EACH LOT THAT IS PERPENDICULAR TO THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND THAT MEETS, INTERSECTS AND JOINS TWO LINES, A LINE ON EACH LOT THAT IS LOCATED ON EACH LOT A DISTANCE OF FIVE FEET RUNNING PARALLEL TO AND ADJACENT FROM THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER AND A DISTANCE OF TEN FEET BETWEEN AND RUNNING PARALLEL TO ONE ANOTHER ON EACH LOT TO THE COMMON BOUNDARY LINE OF EACH LOT WITH TRACT L; THENCE ALONG EACH OF SAID PARALLEL LINES ON EACH OF SAID LOTS TOWARD TRACT L AND TO POINTS OF SEPARATE INTERSECTION WHERE EACH OF SAID PARALLEL LINES MEETS AND JOIN THE COMMON BOUNDARY OF TRACT L WITH EACH OF SAID LOTS; THENCE FROM SAID POINTS OF INTERSECTION ON EACH OF SAID LOTS WITH THE COMMON BOUNDARY LINE OF TRACT L WITH EACH OF SAID LOTS ALONG EACH OF SAID COMMON BOUNDARY LINES TO THE POINT OF BEGINNING; ALL OF SAID LOTS AND BOUNDARY LINES AND POINTS OF

INTERSECTION ARE MADE IN REFERENCE TO AND/OR ARE DESCRIBED IN THE SURVEY OF SHELTER BAY, DIVISION #2, ABOVE-STATED.

COMMENCING AT TWO POINTS OF BEGINNING, WHICH ARE THE POINTS WHERE THE TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 5° 30' 00" E) ON EACH OF THE LOTS ABOVE-DESCRIBED, RUN PARALLEL TO AND ADJACENT WITH THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER, A DISTANCE OF FIVE FEET FROM SAID COMMON LOT LINE AND A DISTANCE OF TEN (10) FEET PARALLEL TO AND FROM ONE ANOTHER TO THE INTERSECTIONS OF EACH LINE WITH THE BOUNDARY LINES SEPARATING EACH LOT FROM TRACT L; THENCE FROM EACH OF SAID TWO POINTS OF BEGINNING ALONG TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 50° 30' 00" E) EXTENDED PARALLEL ONE TO THE OTHER TO A POINT ON EACH LINE WHICH MAY BE CONNECTED BY A LINE PERPENDICULAR TO EACH AND WHERE ONE OF SAID POINTS IS AT THE MEANDERING LINE OF THE MEAN HIGHER HIGH WATER LINE OF THE TIDAL WATERS ON TRACT L AND WHERE SAID LINE DRAWN PERPENDICULAR WOULD LIE ENTIRELY BEYOND THE MEANDERING LINE OF MEAN HIGH WATER ON TRACT L; THENCE CONTINUING ON EACH OF SAID PARALLEL LINES EXTENDED A DISTANCE OF EIGHTY-FIVE (85) FEET ON TRACT L TO TWO POINTS OF TERMINATION; THENCE FROM SAID TWO POINTS OF TERMINATION, ONE ON EACH OF SAID LINES, ALONG A LINE CONNECTING AND PERPENDICULAR TO EACH OF SAID PARALLEL LINES.

Subject to easement of record.

Situate in the County of Skagit, State of Washington.

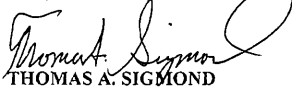
P129018

S3402360032

Geo ID: 5100-002-149-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 06 day of May, 2023.

Assignor(s):


THOMAS A. SIGMOND


TERESA A. SIGMOND

Assignee(s):

(SIGNED IN COUNTERPART)
THERESE M. HARRINGTON,
by Rebecca G. Phifer POA

INTERSECTION ARE MADE IN REFERENCE TO AND/OR ARE DESCRIBED IN THE SURVEY OF SHELTER BAY, DIVISION #2, ABOVE-STATED.

COMMENCING AT TWO POINTS OF BEGINNING, WHICH ARE THE POINTS WHERE THE TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 5° 30' 00" E) ON EACH OF THE LOTS ABOVE-DESCRIBED, RUN PARALLEL TO AND ADJACENT WITH THE COMMON LOT LINE SEPARATING EACH LOT ONE FROM THE OTHER, A DISTANCE OF FIVE FEET FROM SAID COMMON LOT LINE AND A DISTANCE OF TEN (10) FEET PARALLEL TO AND FROM ONE ANOTHER TO THE INTERSECTIONS OF EACH LINE WITH THE BOUNDARY LINES SEPARATING EACH LOT FROM TRACT L; THENCE FROM EACH OF SAID TWO POINTS OF BEGINNING ALONG TWO PARALLEL LINES (THE BEARINGS OF WHICH ARE (S 50° 30' 00" E) EXTENDED PARALLEL ONE TO THE OTHER TO A POINT ON EACH LINE WHICH MAY BE CONNECTED BY A LINE PERPENDICULAR TO EACH AND WHERE ONE OF SAID POINTS IS AT THE MEANDERING LINE OF THE MEAN HIGHER HIGH WATER LINE OF THE TIDAL WATERS ON TRACT L AND WHERE SAID LINE DRAWN PERPENDICULAR WOULD LIE ENTIRELY BEYOND THE MEANDERING LINE OF MEAN HIGH WATER ON TRACT L; THENCE CONTINUING ON EACH OF SAID PARALLEL LINES EXTENDED A DISTANCE OF EIGHTY-FIVE (85) FEET ON TRACT L TO TWO POINTS OF TERMINATION; THENCE FROM SAID TWO POINTS OF TERMINATION, ONE ON EACH OF SAID LINES, ALONG A LINE CONNECTING AND PERPENDICULAR TO EACH OF SAID PARALLEL LINES.

Subject to easement of record.

Situate in the County of Skagit, State of Washington.

P129018

S3402360032

Geo ID: 5100-002-149-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 8 day of MAY, 2023.

Assignor(s):

(SIGNED IN COUNTERPART)

THOMAS A. SIGMOND

(SIGNED IN COUNTERPART)

TERESA A. SIGMOND

Assignee(s):

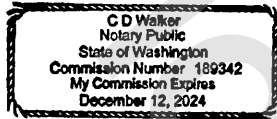
Therese M. Harrington, by
Rebecca G. Phifer POA
THERESE M. HARRINGTON,
by Rebecca G. Phifer POA

STATE OF Washington)
) SS.
 COUNTY OF SKAGIT

On this 10th day of May, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared
THOMAS A. SIGMOND and TERESA A. SIGMOND

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.



C D Walker
 Notary Public in and for the State of
Washington

Residing at Oakdale, WA .98284
 My Commission Expires 12.12.24

STATE OF)
) SS.
 COUNTY OF)

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared
REBECCA G. PHIFER

I CERTIFY that I know or have satisfactory evidence **Rebecca G. Phifer** 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 Theresa M. Harrington**, 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 this certificate above written.

Notary Public in and for the State of

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 Trustees of Shelter Bay Community, Inc.

Date: 5/9/23



SHELTER BAY COMPANY

WRP
 William R. Palmer, Manager

STATE OF _____)
) SS.
 COUNTY OF _____)

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared
THOMAS A. SIGMOND and TERESA A. SIGMOND

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.

 Notary Public in and for the State of _____

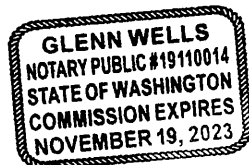
Residing at _____
 My Commission Expires _____

STATE OF WA)
) SS.
 COUNTY OF King)

On this 8 day of MAY, 2023 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared
REBECCA G. PHIFER

I CERTIFY that I know or have satisfactory evidence **Rebecca G. Phifer** 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 **Theresa M. Harrington**, 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 this certificate above written.



 Notary Public in and for the State of WA
 Residing at Renton
 My Commission Expires 11/19/2023

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.

Date: 5/9/23



SHELTER BAY COMPANY

 William R. Palmer, Manager