RETURN TO:

SHELTER BAY COMPANY P.O. Box 33003 Seattle, WA 53133



## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

ISLAND TITLE CO. B18307

ROBERT G. SPEAROW and DIANE P. SPEAROW, Husband and Wife

BE 5117

Lessee(s) of a certain sublease dated the 1<sup>st</sup> day of July, 1977
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 1<sup>st</sup> day of July, 1977 in accordance with Short Form Sublease No. 836 (Master Lease No. 5020 , Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 859686
Volume 273 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

ROBERT G. SPEAROW and DIANE P. SPEAROW, Husband and Wife Assignor(s), whose address is: 836 Shoshone Drive, LaConner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said KENNETH K. KUKUK and MELVA E. KUKUK, Husband and Wife Assignee(s), whose address is 836 Shoshone Drive, LaConner, 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 \$405.00 is due and payable on the 1st day of July 2001

PRIOR ASSIGNMENT of Sublease from:

Tom Baker to Robert & Diane Spearow, under Auditor's file No. 9809110062

THE REAL ESTATE described in said lease is as follows:

Lot 836, AMENDED SURVEY OF SHELTER BAY DIV. 5, Tribal and Allotted Lands of Swinomish Indian Reservation, according to the plat thereof, recorded on June 2, 1976 in Volume 1 of Surveys, pages 184 through 186, under Auditor's File No. 836134, records of Skagit County, Washington

Situated in Skagit County, Washington

TAX# P84833

Assignor(s)

Assignee(s)

OBERT G. SPEAROW

KENNETH K. KUKÚK

DIANE P. SPEAROW

MELVA E. KUKUK

STATE OF WASHINGTON

before me, the undersigned, a Notary Public in and for the State of LUNSHINGTON , duly commissioned and sworn, personally appeared

## ROBERT G. SPEAROW and DIANE P. SPEAROW

To me known to be the individual 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.

ancie K. Raleck Notary public in and for the State of WASHINGTON AGIT COUNTY WASHINGT BASIDING AT NOUNT VEKNON My Commission Expires Real Estate Excise Tax vf. 152004 JUN 28 2001 Amount Paid s /825 39

STATE OF

COUNTY OF

On this 19 day of Jan State of WASHINGTONS

2001 before me, the undersigned, a Notary Public in and for the duly commissioned and sworn, personally appeared

## KENNETH K. KUKUK and MELVA E. KUKUK

To me known to be the individuals 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 this certificate above written.

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 member ship in Shelter Bay Community, Inc. to the Assignee(s) subject to the approval of the Board of Trustees of Shelter Bay Community, Inc.

Date: 6/25/01

Illan F. Osberg, President

6/28/2001 Page

2

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