

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



200607130132  
Skagit County Auditor

7/13/2006 Page

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**CHICAGO TITLE IC38625**  
**5100-004-756-0000/P6973**

**SHELTER BAY**  
**ASSIGNMENT OF SUBLEASE**

EXECUTED IN COUNTERPART

KNOW ALL MEN BY THESE PRESENT THAT:  
**MERLE D. STEELE, as his separate estate**

Lessee(s) of a certain sublease dated the 7th day of June, 1975  
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 23rd day of April, 1987 in accordance with Short Form Sublease No. 756 (Master Lease No. 5086, Contract No. 14-20-0510-303.) in records of Skagit County, Auditor's Filing No. 8704230059, Volume 701 Pages 466-467 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 **MERLE D. STEELE, as his separate estate**

Assignor(s), whose address is: P O Box 1504, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **JAMES KERSIKOFSKI and SUZANNE KERSIKOFSKI, Husband and Wife**

Assignee(s), whose address is: 756 Tillamuk 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 **\$ 304.00** is due and payable on the 1<sup>st</sup> day of June, 2007.

PRIOR ASSIGNMENT of Sublease from:  
Merle D. Steele, individually and as Personal Representative of the Estate of Carmen Steele, Deceased to Merle D. Steele, as his separate estate under Auditor's Filing No. 200605040017

THE REAL ESTATE described in said lease is as follows:  
Lot 756, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of the Swinomish Indian Reservation", as recorded in Volume 48 of Official Records, pages 627 through 631, inclusive, records of Skagit County, Washington.

IN WITNESS WHEREOF the parties have hereto signed this instrument this 11<sup>th</sup> Day of July, 2006.

Assignor(s):

*Merle D. Steele*  
**MERLE D. STEELE**

Assignee(s):

*Signed in Counterpart*  
**JAMES KERSIKOFSKI**

*Signed in Counterpart*  
**SUZANNE KERSIKOFSKI**

SKAGIT COUN. WASHINGTON  
Real Estate Excise Tax  
PAID

JUL 13 2006

Amount Paid **\$ 2870.80**  
Skagit County Treasurer  
By: *lp* Deputy

STATE OF Washington )  
COUNTY OF Skagit ) SS.

On this 11<sup>th</sup> day of July, 2006 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**MERLE D. STEELE**

To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the said instrument as his 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.



Jane E. Nelson

Notary Public in and for the State of Washington  
Residing at Anacortes  
Commission Expires 6-1-09

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared

signed in counterpart

**JAMES KERSIKOFSKI and SUZANNE KERSIKOFSKI**

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.

\_\_\_\_\_  
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.

**SHELTER BAY COMPANY**

Date: 7/13/06



Judy L. Grosvenor  
Judy L. Grosvenor, Manager



200607130132  
Skagit County Auditor

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SHELTER BAY COMPANY  
1000 Shoshone Drive  
La Conner, WA 98257

**SHELTER BAY  
ASSIGNMENT OF SUBLEASE**

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Lessee(s) of a certain sublease dated the 7th day of June, 1975  
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Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 8704230059, Volume 701  
Pages 466-467 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  
**MERLE D. STEELE, as his separate estate**

Assignor(s), whose address is: P O Box 1504, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said  
**JAMES KERSIKOFSKI and SUZANNE KERSIKOFSKI, Husband and Wife**

Assignee(s), whose address is: 756 Tillamuk 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  
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of June, 2007.

PRIOR ASSIGNMENT of Sublease from:

Merle D. Steele, individually and as Personal Representative of the Estate of Carmen Steele, Deceased to Merle  
D. Steele, as his separate estate under Auditor's Filing No. 200605040017

THE REAL ESTATE described in said lease is as follows:

Lot 756, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of the  
Swinomish Indian Reservation", as recorded in Volume 48 of Official Records, pages  
627 through 631, inclusive, records of Skagit County, Washington.

IN WITNESS WHEREOF the parties have hereto signed this instrument this 10<sup>th</sup> Day of  
July, 2006.

Assignor(s):

Assignee(s):

signed in  
MERLE D. STEELE  
counterpart

James Kersikofski  
JAMES KERSIKOFSKI  
Suzanne Kersikofski  
SUZANNE KERSIKOFSKI



200607130132  
Skagit County Auditor

7/13/2006 Page 3 of 4 3:34PM

3549  
SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

JUL 13 2006

Amount Paid \$ 2870.80  
Skagit County Treasurer  
By lp Deputy

STATE OF )  
 ) SS.  
COUNTY OF )

*signed in counterpart*

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared

**MERLE D. STEELE**

To me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the said instrument as his 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 \_\_\_\_\_

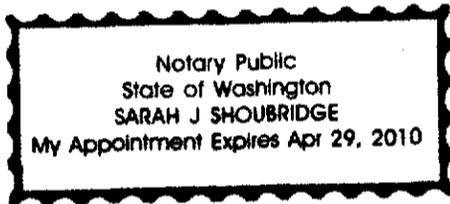
STATE OF WA )  
 ) SS.  
COUNTY OF KING )

On this *10<sup>th</sup>* day of *July*, *2010*, before me, the undersigned, a Notary Public in and for the State of *Washington*, duly commissioned and sworn, personally appeared

**JAMES KERSIKOFSKI and SUZANNE KERSIKOFSKI**

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.



*[Signature]*  
\_\_\_\_\_  
Notary Public in and for the State of WA  
Residing at *Woodville*  
My Commission Expires: *4/29/2010*

**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: *7/13/06*



**SHELTER BAY COMPANY**  
*[Signature]*  
\_\_\_\_\_  
Judy L. Grosvenor, Manager

