

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



9/30/2008 Page 1 of 3 2:10PM

## SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENT THAT:

GUARDIAN NORTHWEST TITLE CO.

**EDWARD P. MJOLSNES**, as Personal Representative for the Estate of Dolores P. Mjolsnes

*F95259E-1*

Lessee(s) of a certain sublease dated the 11th day of August, 1975

Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 15<sup>th</sup> day of August, 1977 in accordance with Short Form Sublease No. 696 (Master Lease No. 5086, Contract No. 14-20-0510-303) in records of Skagit County, Auditor's Filing No. 862684, Volume 280, Pages 203-204 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 **EDWARD P. MJOLSNES**, as Personal Representative for the Estate of Dolores P. Mjolsnes

Assignor(s), whose address is: 6257 Farpoint Drive, Anchorage, AK 99507

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **LORI L. DARK**, an unmarried individual, and **JESSICA L. STEVENS**, an unmarried individual Assignee(s), whose address is: 696 Shelter Bay 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 \$ **426.00** is due and payable on the 1<sup>st</sup> day of June, 2009.

PRIOR ASSIGNMENT of Sublease from:

Hugh S. Smith and Lawana Smith to Leonard O. Mjolsnes and Dolores P. Mjolsnes under Auditor's File No. 862686.

Leonard O. Mjolsnes to Dolores P. Mjolsnes through Community Property Agreement under Auditor's File No. 9204210022.

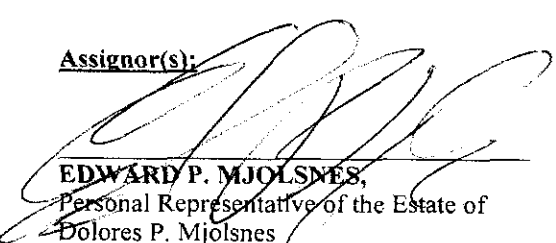
THE REAL ESTATE described in said lease is as follows:

Lot 696, "SURVEY OF SHELTER BAY DIVISION 4, Tribal and Allotted Lands of Swinomish Indian Reservation," according to the Survey recorded July 8, 1970, in Volume 48 of Official Records, Pages 627 through 631, under Auditor's File No. 740962, records of Skagit county, Washington.

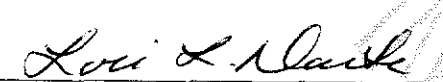
P 84693

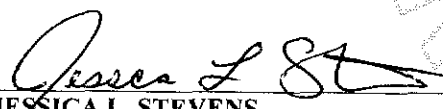
IN WITNESS WHEREOF the parties have hereto signed this instrument this 12TH Day of September, 2008.

Assignor(s):

  
**EDWARD P. MJOLSNES**,  
Personal Representative of the Estate of  
Dolores P. Mjolsnes


Assignee(s):

  
**LORI L. DARK**

  
**JESSICA L. STEVENS**

3201  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

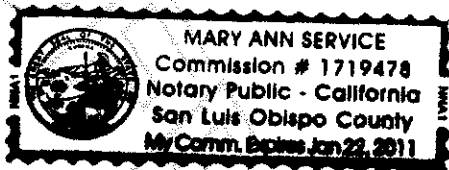
SEP 30 2008

1731.60  
By  Deputy

STATE OF California )  
 ) SS.  
COUNTY OF San Luis Obispo )

On this 23 day of September, 2008 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **LORI L. DARK** to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the said instrument as her 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.



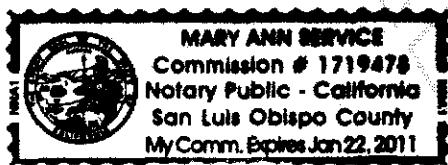
Mary Ann Service  
Notary Public in and for the State of

Residing at  
My Commission Expires Jan 22, 2011

STATE OF California )  
 ) SS.  
COUNTY OF San Luis Obispo )

On this 23 day of September, 2008 before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared **JESSICA L. STEVENS** to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the said instrument as her 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.



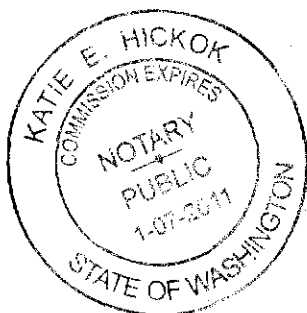
Mary Ann Service  
Notary Public in and for the State of

Residing at  
My Commission Expires: Jan 22, 2011

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF SKAGIT )

On this 12 day of September, 2008 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **EDWARD P. MJOLSNES**. I CERTIFY that I know or have satisfactory evidence **Edward P. Mjolsnes** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated he is authorized to execute the instrument and is the **Personal Representative for the Estate of Delores P. Mjolsnes**, 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.



Katie E. Hickok  
Notary Public in and for the State of WA

Residing at 114 Vernon  
My Commission Expires: 1-7-11



200809300088  
Skagit County Auditor

## 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:

9/25/08



*Judy L. Grosvenor*  
Judy L. Grosvenor, Manager



200809300088  
Skagit County Auditor