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03/20/2023 02:58 PM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2023 5861  
MAR 20 2023

Amount Paid \$ 2638.20  
Skagit Co. Treasurer  
By lt Deputy

**SHELTER BAY  
ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENT THAT:

**WILLIAM R. THOMAS and KRISTA L. THOMAS, husband and wife**

GNW 22-17237

Lessee(s) of a certain sublease dated the 1<sup>st</sup> day of July, 1972 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 11<sup>th</sup> day of September, 1979 in accordance with Short Form Sublease No. 309 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 7909110077, Volume 378 Pages 282-283 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  
**WILLIAM R. THOMAS and KRISTA L. THOMAS, husband and wife**

Assignor(s), whose address is: 3930 Affinity Lane, Bellingham, WA 98226

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said  
**JEFFREY A. JOHNS and WENDY A. JOHNS, a married couple**

Assignee(s), whose address is: 309 Willapa Place, 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 \$711.10 is due and payable on the 1<sup>st</sup> day of June 2023.

PRIOR ASSIGNMENT of Sublease from: Everett C. Hamme and Joanne M. Hamme to William R. Thomas under Auditor's Filing No. 200507130111. William R. Thomas to William R. Thomas and Krista L. Thomas via Quit Claim Deed recorded under Auditor's File No. 200611210196.

THE REAL ESTATE described in said lease is as follows:

Lot 309, REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of Swinomish Indian Reservation, as recorded March 17, 1970 in Volume 43 of Official Records, pages 833-838, under Auditor's File No. 737013 records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P128851

S3402350011

Geo ID: 5100-002-309-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 17 Day of March, 2023.

Assignor(s)

William R. Thomas  
**WILLIAM R. THOMAS**

Krista L. Thomas  
**KRISTA L. THOMAS**

Assignee(s)

(SIGNED IN COUNTERPART)  
Jeffrey A. Johns  
**JEFFREY A. JOHNS**

(SIGNED IN COUNTERPART)  
Wendy A. Johns  
**WENDY A. JOHNS**

**SHELTER BAY  
ASSIGNMENT OF SUBLEASE**

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**WILLIAM R. THOMAS and KRISTA L. THOMAS, husband and wife**

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**WILLIAM R. THOMAS and KRISTA L. THOMAS, husband and wife**

Assignor(s), whose address is: 3930 Affinity Lane, Bellingham, WA 98226

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **JEFFREY A. JOHNS and WENDY A. JOHNS, a married couple**

Assignee(s), whose address is: 309 Willapa Place, 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 \$711.10 is due and payable on the 1<sup>st</sup> day of June 2023.

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Situate in the County of Skagit, State of Washington.

P128851

S3402350011

Geo ID: 5100-002-309-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 15<sup>TH</sup> Day of MARCH, 2023.

Assignor(s)

(SIGNED IN COUNTERPART)

WILLIAM R. THOMAS

(SIGNED IN COUNTERPART)

KRISTA L. THOMAS

Assignee(s)

JEFFREY A. JOHNS

WENDY A. JOHNS

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

**WILLIAM R. THOMAS**

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 this certificate above written.

\_\_\_\_\_  
Notary public in and for the State of \_\_\_\_\_

Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF Idaho )  
 ) SS.  
COUNTY OF Kootenai )

On this 15 day of March, 2023 before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared

**JEFFREY A. JOHNS and WENDY A. JOHNS**

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 this certificate above written.



Julie Shepard  
Notary Public in and for the State of \_\_\_\_\_  
Residing at Coeur d'Alene ID  
My Commission Expires: November 28, 2024

### 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: 3/20/23



SHELTER BAY COMPANY

Wendy Poniton, William R. Palmer  
President of the Board  
Community Manager

STATE OF WA )  
 ) SS.  
COUNTY OF Skagit )

On this 17 day of March, 2023 before me, the undersigned, a Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared  
**WILLIAM R. THOMAS and KRISTA L. THOMAS**

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 this certificate above written.



Heather Flowers  
Notary public in and for the State of

Residing at Oak Harbor, WA  
My Commission Expires 05/18/2025

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  
**JEFFREY A. JOHNS and WENDY A. JOHNS**

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 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: 3/20/23



**SHELTER BAY COMPANY**

William R. Palmer  
Community Manager