202509190069

After Recording, please return to:

Land Title and Escrow Company 3010 Commercial Avenue Anacortes, WA 98221 400217-LT 09/19/2025 02:57 PM Pages: 1 of 4 Fees: \$306.50 Skagit County Auditor

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2025 - 3098 SEP 19 2025

Amount Paid \$13,629,30 Skagit Co. Treasurer By CC Deputy

Document Title(s):
Sublease
Shelter Bay Assignment of Lease
Reference Number(s) of Documents assigned or released:
(on page of document(s))
Grantor(s):
Therese M. Harrington, an unmarried person
Additional Names on page of document.
Grantee(s):
Mitchell A. Kouchakji and Catherine A. Kouchakji, a married couple
Additional Names on page of document.
Abbreviated Legal Description:
Lot 149, Revised Map Survey of Shelter Bay Div. 2
Additional legal is on page of document.
Tax Parcel Number(s):
2.00
S3402360032/5100-002-149-0000/P129018

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

SHELTER BAY ASSIGNMENT OF SUBLEASE

KNOW ALL MEN BY THESE PRESENTS THAT: THERESE M. HARRINGTON, an unmarried person

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

THERESE M. HARRINGTON, an unmarried person

Assignor(s), whose address is: 8545 W. Warm Springs Rd A4-163, Las Vegas, NV 89113

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said MITCHELL A. KOUCHAKJI and CATHERINE A. KOUCHAKJI, a married couple

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 2026.

PRIOR ASSIGNMENT of Sublease from: Rebecca G. Phifer, deceased, September 1, 2024, according to State of Washington Department of Health, Certificate of Death, No. 2024-042814. Therese M. Harrington named personal representative per Letters Testamentary, Superior Court of Washington for Skagit County, No. 24-4-00540-29, filed on October 8, 2024, to Therese M. Harrington under Auditor's File No. 202508280193.

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 HHICH 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 3rd day o 5e ptember 2025.

Assignor(s):

Assignee(s):

THERESE M. HARRINGTON

MITCHELL A. KOUCHAKJI

CATHEDINE A KOUCHAKII

STATE OF Nevada)) SS.
COUNTY OF Clark	
On this 03 day of	September, 2025 before me, the undersigned, a Notary Public in and for
the State of Nevalu	, duly commissioned and sworn, personally appeared
THERESE M. HARRIN	GTON

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 Nevada

Residing at 2336 Lune Pine St., Henderson, NV 34017 My Commission Expires Sep. 4, 2025

STATE OF Washington, SS.

On this day of september, 2025 before me, the undersigned, a Notary Public in and for the State of when day of duly commissioned and sworn, personally appeared

MITCHELL A. KOUCHAKJI and CATHERINE A. KOUCHAKJI

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.

CANDI NEWCOMBE

Notary Public

State of Washington

Commission # 47549

My Comm. Expires Aug 1, 2029

Notary Public in and for the State of UNA

Residing at Mt Vernam My Commission Expires 8/1/59

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: Sentenher 18, 2025

SHELTER BAY COMPANY

William R. Palmor, Manage Harold R. Parrell Vice president