

**202312270014**12/27/2023 10:11 AM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**After Recording Please Return To:
SHELTER BAY COMPANY
1000 Shoshone Drive
La Conner, WA 982572023 9171
DEC 27 2023Amount Paid \$ 3209.80
Skagit Co. Treasurer
By LT Deputy**CHICAGO TITLE CO. SHELTER BAY
620055190 ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS THAT:

NELS C. DAHLGARD, personal representative of the Estate of Daryl L. Dahlgard

Lessee(s) of a certain sublease dated the 22nd day of June, 1974,
Wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 25th
day of June, 1974, in accordance with Short Form Sublease No. 162 (Master Lease No. 5020, Contract No.
14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 802758, Volume 154, Pages 23-24,
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
NELS C. DAHLGARD, personal representative of the Estate of Daryl L. Dahlgard

Assignor(s), whose address is: 2307 Camino Recondito, Fullerton, CA 92833

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said
SOREN A. BURNS and JUSTIN N. WILLHITE, a married couple

Assignee(s), whose address is: 162 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, 2024.

PRIOR ASSIGNMENT of Sublease from: Kames R. Lowe and Elizabeth M. Lowe to Daryl L. Dahlgard
under Auditor's File No. 200208220101. Daryl L. Dahlgard, deceased May 17, 2023, according to State of
Washington Department of Health, Certificated of Death No. 2023-024562. Nels C. Dahlgard named
personal representative of the State of Daryl L. Dahlgard per Letter Testamentary, Superior Court of the State
of Washington for Skagit County, No. 23-4-00512-29, filed on September 22, 2023.

THE REAL ESTATE described in said lease is as follows:

Lot 162, "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, under Auditor's File No 737013 records of
Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P129031

S3402350039

Geo ID: 5100-002-162-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 19th day of
December, 2023.Assignor(s):
PERSONAL REPRESENTATIVE
**NELS C. DAHLGARD, personal representative
Of the Estate of Daryl L. Dahlgard**Assignee(s):(SIGNED IN COUNTERPART)
SOREN A. BURNS

(SIGNED IN COUNTERPART)

JUSTIN N. WILLHITE

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared
NELS C. DAHLGARD

I CERTIFY that I know or have satisfactory evidence Nels C. Dahlgard is the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated they are authorized to execute the instrument and is the Personal Representative of the Estate of Daryl L. Dahlgard, 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 the certificate above written.

Notary Public in and for the State of _____

Residing at _____
My Commission Expires _____

STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 2023 before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared
SOREN A. BURNS and JUSTIN N. WILLHITE

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: 12/21/23



SHELTER BAY COMPANY

William R. Palmer
William R. Palmer, Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 12-19-2023 before me, Josh Stittsworth, notary public
(insert name and title of the officer)personally appeared Nels C. Dahlgard

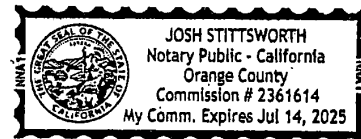
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



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

**CHICAGO TITLE CO. SHELTER BAY
ASSIGNMENT OF SUBLEASE**

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Assignor(s), whose address is: 2307 Camino Recondito, Fullerton, CA 92833

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said
SOREN A. BURNS and JUSTIN N. WILLHITE, a married couple

N. 89W 12-20-23

Assignee(s), whose address is: 162 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
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Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

P129031

S3402350039

Geo ID: 5100-002-162-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 20th day of
December, 2023.

Assignor(s):

(SIGNED IN COUNTERPART)
NELS C. DAHLGARD, personal representative
Of the Estate of Daryl L. Dahlgard

Assignee(s):

Soren A. Burns
SOREN A. BURNS

Justin N. Willhite
JUSTIN N. WILLHITE

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

NELS C. DAHLGARD

I CERTIFY that I know or have satisfactory evidence Nels C. Dahlgard is the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated they are authorized to execute the instrument and is the Personal Representative of the Estate of Daryl L. Dahlgard, 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 the certificate above written.

 Notary Public in and for the State of _____

Residing at _____
 My Commission Expires _____

STATE OF Arizona)
) SS.
 COUNTY OF Maricopa)

On this 20 day of December, 2023 before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared

SOREN A. BURNS and JUSTIN N. WILLHITE

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.



JUSTIN A. STITTSWORTH
 Notary Public - Arizona
 Maricopa Co. / #574593
 Expires 02/06/2024

 Notary Public in and for the State of Arizona

Residing at Maricopa County AZ
 My Commission Expires 2.6.2024

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: 12/21/23



SHELTER BAY COMPANY

 William R. Palmer, Manager