



202407180012

07/18/2024 08:47 AM Pages: 1 of 3 Fees: \$305.50  
Skagit County Auditor

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

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2024/13 99  
JUL 18 2024

Amount Paid \$ 0  
Skagit Co. Treasurer  
By LT Deputy

**SHELTER BAY  
ASSIGNMENT OF SUBLEASE**

KNOW ALL MEN BY THESE PRESENTS THAT:

**CAROLYN L. GRUBB, Personal Representative for the Estate of Roger A. Bergsma**

Lessee(s) of a certain sublease dated the 11th day of October, 1974 wherein SHELTER BAY COMPANY, a Washington corporation, appears as Lessor, recorded on the 19th day of March, 1979 in accordance with Short Form Sublease No. 281 (Master Lease No. 5020, Contract No. 14-20-0500-2949) in records of Skagit County, Auditor's Filing No. 7903190046, Volume 355, Pages 278-279 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 **CAROLYN L. GRUBB, Personal Representative for the Estate of Roger A. Bergsma**

Assignor(s), whose address is: 61 Kulshan Circle, La Conner, WA 98257

ASSIGNOR assigned and set over, and by these presents does grant, assign and set over unto the said **DERECK BERGSMA, an unmarried person and LAMAR BERGSMA, an unmarried person**

Assignee(s), whose address is: 281 Soleduck 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 \$783.00 is due and payable on the 1<sup>st</sup> day of June, 2025.

PRIOR ASSIGNMENT of Sublease from: Robert E. Gruber to Roger Bergsma under Auditor's File No. 201404240101. Roger Allen Bergsma, deceased, March 7, 2024, according to State of Washington Department of Health, Certificate of Death, No. 2024-011876. Carolyn L. Grubb named personal representative per Letters Testamentary, Superior Court of the State of Washington for Skagit County, No 24-4-00182-29, filed on April 2, 2024.

THE REAL ESTATE described in said lease is as follows:

LOT 281, "REVISED MAP OF SURVEY OF SHELTER BAY DIVISION 2, Tribal and Allotted Lands of Swinomish Indian Reservation" as recorded March 17, 1970, in Volume 43 of Official Records, Pages 833 through 838, records of Skagit County, Washington.


P129123

S3402350087

Geo ID#: 5100-002-281-0000

IN WITNESS WHEREOF the parties have hereto signed this instrument this 2<sup>nd</sup> day of Jun, 2024.

Assignor(s):

  
CAROLYN L. GRUBB, Personal  
Representative of the Estate of  
Roger A. Bergsma

Assignee(s):

  
DERECK BERGSMA

  
LAMAR BERGSMA

STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF SKAGIT )

On this 2<sup>nd</sup> day of July, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**CAROLYN L. GRUBB**

I CERTIFY that I know or have satisfactory evidence **Carolyn L. Grubb** is the person who appeared before me, and said person 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 Roger A. Bergsma**, 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.



Jam  
 Notary Public in and for the State of Washington

Residing at: Burningham  
 My Commission Expires: 7/22/2024

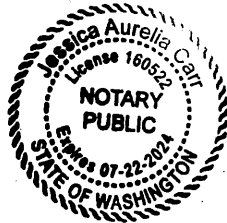
STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF SNOHOMISH )

On this 2<sup>nd</sup> day of July, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**DERECK BERGSMA**

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.



Jam  
 Notary Public in and for the State of Washington

Residing at: Burningham  
 My Commission Expires: 7-22-2024

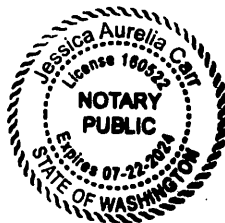
STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF SKAGIT )  
 ) ~~SNOHOMISH~~

On this 2<sup>nd</sup> day of July, 2024 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

**LAMAR BERGSMA**

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.



Jam  
 Notary Public in and for the State of Washington

Residing at: Burningham  
 My Commission Expires: 7-22-2024

## 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: 7/2/24

SHELTER BAY COMPANY

William R. Palmer, Manager