

**WHEN RECORDED RETURN TO:**

Joshua Casey Schanen  
Susan Schanen  
PO Box 1250  
La Conner, WA 98257



201309060091

Skagit County Auditor

\$76.00

9/6/2013 Page

1 of

5 1:44PM

**DOCUMENT TITLE(S):**  
Special Warranty Deed

**GUARDIAN NORTHWEST TITLE CO.**

A105708

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**  
Wells Fargo Bank

**GRANTEES:**  
Joshua Casey Schanen and Susan S Schanen, husband and wife

**ABBREVIATED LEGAL DESCRIPTION:**

Portion of Block 1, Map of La Conner, Whatcom County, WA. Terry 1872, and Portion Tract 6, Plate 18, Tide and Shore Lands at La Conner.

**TAX PARCEL NUMBER(S):**  
P74455, 4129-018-006-0004, P74103, 4123-023-000-0105

**AFTER RECORDING RETURN TO:**

Joshua Casey Schanen and Susan S. Schanen

P.O Box 1250

La Conner, WA 98257

Reference Number of Related Document: N/A

Grantor(s): Wells Fargo Bank, N.A.

Grantee(s): Joshua Casey Schanen and Susan S. Schanen

**SPECIAL WARRANTY DEED**

THE GRANTOR, Wells Fargo Bank, N.A., for and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid, grants, bargains, sells and conveys to the GRANTEE, **Joshua Casey Schanen and Susan S. Schanen, husband and wife**, the real estate, situated in the County of Skagit, State of Washington, and described in **Exhibit A-1** attached hereto.

GRANTOR, for itself and its successors in interest, does by these presents expressly limit the covenants of this deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomever lawfully claiming or to claim by, through or under Grantor and not otherwise, Grantor will forever warrant and defend such described Property, subject only to the matters described on **EXHIBIT B** attached hereto.

DATED this 27<sup>th</sup> day of August, 2013.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20133649

SEP 06 2013

Amount Paid \$ 9,261.<sup>00</sup>  
Skagit Co. Treasurer  
By man Deputy

WELLS FARGO BANK, N.A.

By: Delores L. Pomerinke

Name: Delores L. Pomerinke

Title: Officer



201309060091

Skagit County Auditor

\$78.00

9/6/2013 Page

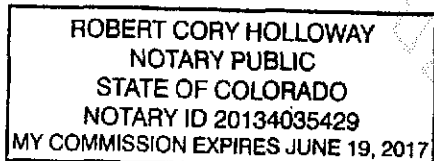
2 of

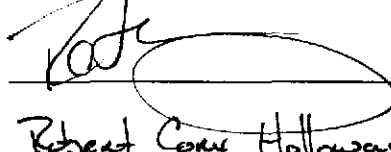
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STATE OF COLORADO )  
 ) ss.  
COUNTY OF DENVER )

I certify that I know or have satisfactory evidence that Delores L. Pomerinke is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Officer of Wells Fargo Bank, N.A., to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 27 day of August, 2013.



  
\_\_\_\_\_  
Robert Cory Holloway  
(print or type name)

NOTARY PUBLIC in and for the State of

CO, residing at 1700 Lincoln St Denver CO 80203

My Commission expires: June 19 2017

[Seal or Stamp]



# EXHIBIT A

## Legal Description

The land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

### PARCEL "A":

Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, Page 49, records of Skagit County, Washington.

EXCEPT that portion of said premises lying North of a line that is 50 feet South of and parallel with the North line of said Block,

ALSO EXCEPTING any portion of said premises lying below the line of mean high tide;

AND ALSO EXCEPTING the following:

Beginning at the intersection of the South line of fractional Block 1 of said "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", and the East line of the tidelands in front of and abutting on said Block 1; thence Northerly along the East line of said Block 1, 100 feet to a point 165.2 feet from the intersection of the East line of said Block 1, produced Northerly and the South line of Lot 2, Section 36, Township 34 North, Range 2 East, W.M.; thence West parallel with the South line of said Lot 2 to the East line of said tidelands and thence Southerly along the East line of said tidelands to the point of beginning.

### PARCEL "B":

Tract 6, Plate 18, "TIDE AND SHORE LANDS AT LACONNER", filed in the Office of the State Land Commissioner at Olympia, Washington,

EXCEPT the South 90 feet thereof.

### PARCEL "C":

That portion of Block 1, "MAP OF LACONNER, WHATCOM COUNTY, WASHN. TERRY., 1872", as per plat recorded in Volume 2 of Plats, Page 49, records of Skagit County, Washington, lying North of a line that is 50 feet South of and parallel to the North line of said Block 1,

EXCEPT that portion thereof, if any, lying within tidelands.

### PARCEL "D":

All interest in harbor area Lease between the State of Washington, as lessor, and B.A. Dvorak, as lessee, dated July 31, 1989, recorded October 15, 1993, under Auditor's File No. 9310150097, and the amendment thereto recorded October 15, 1993, under Auditor's File No. 9310150098.



201309060091

Skagit County Auditor

\$76.00

9/6/2013 Page

4 of

5 1:44PM

## EXHIBIT B

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property, including without limitation: all restrictions, reservations, covenants, and exceptions listed in the commitment for title insurance issued in connection with this Agreement.

This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Property: (1) existing deed restrictions and restrictive covenants affecting the Property; (2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) reservations or other exceptions of record or known to the Grantee; (9) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (10) the terms of any ground rent, ground lease or similar agreements, if any; (11) any matters that would be reflected on a current survey of the Property; (12) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Grantee; (13) rights of parties in possession; (14) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities.

Grantee and its agents having completed a full inspection of the Property and any improvements located thereon, there is no warranty, express or implied, made or given by Grantor except as to title as herein given and limited; the Property is conveyed "AS-IS," "WHERE IS," and no warranty or representation of any kind, express or implied, is made as to the condition of the Property, whether improvements or fixtures, sub-soil conditions, or natural or man-made conditions on or under the Property or otherwise; GRANTEE DOES HEREBY WAIVE, AND GRANTOR DOES HEREBY DISCLAIM, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER WITH RESPECT TO THE PROPERTY, including by way of description but not limitation, those of CONDITION, CHARACTERISTICS, MERCHANTABILITY, TENANTABILITY, HABITABILITY, SUITABILITY, and FITNESS FOR A PARTICULAR PURPOSE OR USE, and Grantee releases Grantor from any claim, cause of action or other assertion of right with regard thereto.

