

When recorded return to:  
Rodney Brandt and Nannette Crowell  
1625 E Fairhaven Ave  
Burlington, WA 98233



Skagit County Auditor \$79.00  
5/26/2017 Page 1 of 7 3:31PM

Filed for record at the request of:



CHICAGO TITLE  
COMPANY OF WASHINGTON

425 Commercial St  
Mount Vernon, WA 98273

Escrow No.: 620029755

CHICAGO TITLE  
020029755

### STATUTORY WARRANTY DEED

THE GRANTOR(S) Charles Hofgaarden and Kathryn Hofgaarden, husband and wife  
for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration  
in hand paid, conveys, and warrants to Rodney Brandt and Nannette Crowell, a married couple

the following described real estate, situated in the County of Skagit, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Unit(S): 54 Condo: FIDALGO MARINA CONDO Tax/Map ID(s):

Tax Parcel Number(s): P102585 / 4599-000-054-0003,

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20172322  
MAY 26 2017

Amount Paid \$ 4633  
Skagit Co. Treasurer  
By *mm* Deputy

STATUTORY WARRANTY DEED  
(continued)

Dated: May 12, 2017


  
Charles Hofgaarden

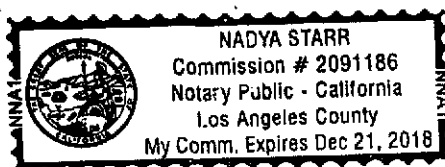
  
Kathryn Hofgaarden

NS  
State of ~~WASHINGTON~~ California  
County of ~~SKAGIT~~ Los Angeles

I certify that I know or have satisfactory evidence that Charles Hofgaarden and Kathryn Hofgaarden are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5-25-2017

  
Name: Nadya Starr  
Notary Public in and for the State of California  
Residing at: Pasadena CA  
My appointment expires: 12-21-2018



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): P102585 / 4599-000-054-0003**

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**PARCEL A:**

Unit 54, FIDALGO MARINA CONDOMINIUM, according to Declaration thereof recorded under Auditor's File No. 9302250060 AND Correction and Amendment thereto, recorded under Auditor's File Nos. 9303050032 and 9508160024, AND Survey Map and Plans thereof recorded in Volume 15 of Plats, pages 75, 76 and 77, records of Skagit County, Washington;

**PARCEL B:**

Marina Slip No. 54 as shown on Exhibit B to Condominium Declaration recorded under Recording No. 9302250060, Skagit County, Washington, lying within the Harbor Area described in the Lease from the State of Washington, Department of Natural Resources, as lessor, to The City of Anacortes, as lessee, recorded under Recording No. 201702030107, and in the sublease from the City of Anacortes as sublessor, to Fidalgo Marina Partnership, as sublessee recorded under Recording No. 201704260024, records of said County.

**PARCEL C:**

An undivided 2.70 percent interest in the Marina Improvements as defined in and conveyed by Quit Claim Deed from Fidalgo Marina Partnership, as grantor, Charles Hofgaarden and Kathryn Hofgaarden, husband and wife, as grantee recorded July 29, 1999, under Recording No. 9907290127 being a re-recording of 9906280186, records of Skagit County, Washington.

Situated in Skagit County, Washington.

## EXHIBIT "B"

### Exceptions

1. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on FIDALGO MARINA CONDOMINIUM:  
Recording No: 9302250059
2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on SHORT PLAT NO. ANA-92-005:  
Recording No: 9301110152
3. Easement including the terms, covenants, and provisions thereof, granted by instrument  
Recorded: November 16, 1992  
Recording No.: 9211160117, records of Skagit County, WA  
In favor of: Puget Sound Power & Light Company, a Washington corporation  
For: Underground distribution and electric lines and appurtenances thereto
4. Declaration of Easements, including the terms, covenants, and provisions thereof, granted by instrument  
Recorded: February 25, 1993  
Auditor's No.: 9302250058, records of Skagit County, WA
5. Terms, covenants, conditions, easements, and restrictions and liability for assessments contained in Declaration of Condominium for said condominium:  
Recorded: February 25, 1993  
Auditor's No.: 9302250060, records of Skagit County, WA  
  
Correction thereto;  
Recorded: March 5, 1993  
Auditor's No.: 9303050032, records of Skagit County, WA  
  
And amendment thereto  
Recorded: August 16, 1995 and April 24, 2017  
Auditor's No.: 9508160024 and 201704240135, records of Skagit County, WA

## EXHIBIT "B"

### Exceptions (continued)

6. Exceptions and reservations contained in Deed whereby the Grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry;  
TOGETHER WITH the right, upon paying reasonable compensation, to acquire rights of way for transporting and moving products from other lands, contained in Deed  
From: The State of Washington  
Recorded: November 24, 1909  
Auditor's No.: 76533 and 96389, records of Skagit County, WA
7. Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals or other products from other lands, contained in Deed  
From: The State of Washington  
Auditor's No.: 76533, records of Skagit County, WA
8. Assessments levied pursuant to Declaration of Condominium and/or Bylaws for said condominium and any amendments thereto, to the extent provided for by RCW 64.34
9. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting rights of way across lands belonging to the State: Approved March 9, 1893
10. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
11. Lease, including the terms, covenants, conditions, and easements and provisions thereof, and any failure to comply with the terms, covenants, conditions and provisions:  
  
Recorded: February 3, 2017  
Recording No.: 201702030107  
Lessor: State of Washington, Department of Natural Resources  
Lessee: City of Anacortes  
For a term of: 17 years, beginning January 3, 2017, and ending January 2, 2034  
Affects: Parcel B and other property
12. Lease, including the terms and conditions thereof, and any failure to comply with the terms, covenants, conditions, and provisions;

## EXHIBIT "B"

### Exceptions (continued)

Recorded: April 24, 2017  
Auditor's No.: 201704260024, records of Skagit County, WA  
Lessor: City of Anacortes  
Lessee: Fidalgo Marina Owners Association  
For a term of: 17 years, beginning January 1, 2017 and ending January 1, 2034  
Affects: Parcel B and other property

13. Terms, covenants, conditions and provisions of the lease referred to in Schedule A hereof, and the effect of any failure to comply with the terms, covenants, conditions and provisions thereof. Affects: Parcel B
14. Any adverse claim or other boundary dispute which may exist or arise by reason of the failure of the sublease referred to in Schedule A as to Parcel B to locate with certainty the boundaries of the subleased premises as defined in said sublease. No insurance is given as to the dimensions or location of said subleased premises within the property described in the lease from the State of Washington, Department of Natural Resources, as lessor, to the City of Anacortes, as lessee, recorded under Recording No. 201702030107 or in the sublease from the City of Anacortes, as sublessor, to Fidalgo Marina Partnership, as sublessee, recorded under Recording No. 201704260024, records of Skagit County, Washington.
15. Any adverse claim or other boundary dispute which may exist or arise by reason of the failure of the deed under which title to Parcel C is vested, to locate or describe with certainty the improvements described in said Parcel C. No insurance is given as to the dimensions or location of said improvements within the property described in the lease from the State of Washington, Department of Natural Resources, as lessor, to the City of Anacortes, as lessee, recorded under Recording No. 201702030107, or in the sublease from the City of Anacortes, as sublessor, to Fidalgo Marina Partnership, as sublessee, recorded under Recording No. 201704260024.
16. Right, title and interest of the City of Anacortes and/or the State of Washington, either present or by reversion, in and to that portion of said premises described as Parcel C.
17. Any defect in or invalidity of or any matters relating to the leasehold estate described in Schedule A which would be disclosed by an examination of the unrecorded lease referred to in the memorandum thereof referred to in Schedule A under Auditor's File No. 9906280185, records of Skagit County, Washington.
18. Affect, if any, of record of survey recorded November 10, 2003 under Auditor's File No. 200311100222, records of Skagit County, Washington.
19. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to

## **EXHIBIT "B"**

### **Exceptions (continued)**

the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: 201609300174

- 20. City, county or local improvement district assessments, if any.
- 21. Assessments, if any, levied by Fidalgo Marina Owner's Association.
- 22. Assessments, if any, levied by City of Anacortes.