

When recorded return to:

Ray Melton
520 Kleshe Place
La Conner, WA 98257



201804090165

Skagit County Auditor

\$78.00

4/9/2018 Page

1 of

5 11:36AM

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620032844

CHICAGO TITLE
620032844

STATUTORY WARRANTY DEED

THE GRANTOR(S) Lamont E. Smith, an unmarried man

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration in hand paid, conveys, and warrants to Ray Melton, an unmarried man

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

Leasehold estate, as created by the instrument herein referred to as the Lease which is identified as follows:

Dated: January 5, 1971

Recorded: October 26, 1979

Auditor's No.: 799529, records of Skagit County, Washington

Lessor: Shelter Bay Company, a Washington corporation

Lessee: Ballard Schuttler and Vielte Schuttler, husband and wife

Disclosed by: Memorandum of Lease

Term: For a period of time terminating on June 30, 2044

Assignment of Leashold Estate and the terms, provision and conditions thereof

Recorded:

April 9, 2018

Auditor's No.:

201804090164

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20181401
APR 09 2018

Amount Paid \$1,251.00
Skagit Co. Treasurer
By mm Deputy

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

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

Lot(s): 520 SHELTER BAY Div. 3

Tax Parcel Number(s): P6750 / 5100-003-520-0000

Subject to:

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

STATUTORY WARRANTY DEED

(continued)

Dated: March 28, 2018

L. Smith
Lamont E. Smith

State of WASHINGTON
County of SKAGIT

I certify that I know or have satisfactory evidence that Lamont E. Smith is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 4-2-18
Teresa D. Varnes
Name: Teresa D. Varnes
Notary Public in and for the State of WA
Residing at: Cummins Street
My appointment expires: 5/29/19

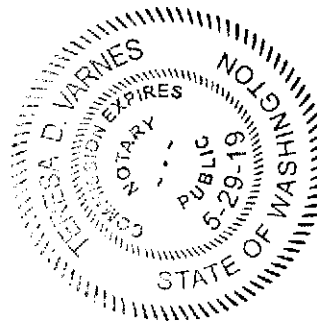


EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P6750 / 5100-003-520-0000

Lot 520, Survey of Shelter Bay, Division No. 3, Tribal Allotted Lands of Swinomish Indian Reservation, as recorded in Volume 43 of official records, pages 839 through 842, under Auditor's File No. 737014, and amendment thereto recorded in Volume 66 of Official Records, page 462, under Auditor's File No. 753731, records of Skagit County, Washington.

Situate in Skagit County, Washington.

EXHIBIT "B"
Exceptions

1. 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 the extent that said covenant or restriction is permitted by applicable law, as set forth on Shelter Bay, Division No. 3:

Recording No.: 737014, and amended under 753731

2. Lease, including the terms and conditions thereof, and any failure to comply with the terms, covenants, conditions, and provisions;

Dated: August 16, 1968

Recorded: April 8, 1969

Auditor's No.: 725143 records of Skagit County, Washington

Lessor: The Swinomish Indian Tribal Community, et al

Lessee: Indian Bay Company, now Shelter Bay Company

Affects: Said premises and other property

SUPPLEMENTED and AMENDED by instrument:

Recorded: May 14, 1969

Auditor's No.: 726476, records of Skagit County, Washington

As amended, the Leasehold term is 75 years from July 1, 1969.

3. Terms, covenants, conditions, and provisions of the lease referred to in Exhibit 'B' hereof, and the effect of any failure to comply with the terms covenants, conditions and provisions thereof.
4. Any defect in or invalidity of, or any matters relating to the leasehold estate described in Exhibit 'B' which would be disclosed by an examination of the unrecorded lease referred to in the memorandum thereof referred to in Exhibit 'B'.
5. Covenants, conditions and restrictions 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 in the document

Recording Date: June 27, 1969

Recording No.: 737015

Executed by: Shelter Bay Company, a Washington corporation

AMENDED by instrument:

Recorded: August 19, 1970, July 18, 1972, June 12, 1987, July 7, 1989, May 15, 1990, May 17, 1990, July 22, 1991, May 20, 1992, May 16, 1995, May 14, 1996, May 14, 1997, May 7, 1998, May 7, 1999, May 10, 2000, May 9, 2001, May 16, 2002; January 28, 2005, May 19, 2005, December 18, 2007 February 29, 2008; February 29, 2008, May 5, 2009, May 25, 2011, May 31, 2013, June 23, 2015 and July 20, 2016

Auditor's No.: 742574, 771238, 8706120005, 8907070110, 9005150058, 9105170025, 9107220050, 9107220051, 9205200023, 9205200024, 9205200025, 9505160046, 9605140103, 9705140180, 9805070092, 9905070119, 200005100092, 200005100093, 200105090101, 200205160173, 200501280090; 200505190051, 200505190052, 200712180107 200802290010, 200802290010, 200905050046, 200905050047, 201105250120, 201305310138, 201506230053 and 201607200052, records of Skagit County, Washington

6. Assessments or charges and liability to further assessments or charges, including the terms, covenants, and provisions thereof, disclosed in instrument;

Recorded: June 27, 1969

Auditor's No.: 737015, records of Skagit County, Washington

Imposed By: Shelter Bay Community, Inc.

AMENDED by instrument(s):

EXHIBIT "B"

Exceptions (continued)

Recorded: May 16, 1995 and May 7, 1998
Auditor's No(s): 9505160046 and 9805070092, records of Skagit County, Washington

7. Record of Survey

Recording Date: November 14, 1997
Recording No.: 9711140016

8. Agreement, including the terms and conditions thereof; entered into;
By: Shelter Bay Community, Inc.
And Between: Shelter Bay Community Division No. 1
Recorded: February 26, 2009
Auditor's No. 200902260127, records of Skagit County, Washington
Providing: Special Assessments

9. The property may be subject to the Skagit County Right-to-Manage Natural Resource Lands Disclosure, Skagit County Code Section 14.38, which states:

"This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County. A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State, and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands."

10. City, county or local improvement district assessments, if any.
11. Dues, charges and assessments, if any, levied by Shelter Bay Company.
12. Dues, charges, and assessments, if any, levied by Shelter Bay Community, Inc.