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06/30/2020 10:44 AM Pages: 1 of 4 Fees: \$106.50
Skagit County Auditor

Jamie Clausen
Phinney Estate Law
751 N. 75th Street
Seattle, WA 98103

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20202370
JUN 30 2020

Amount Paid \$
Skagit Co. Treasurer
By *MA* Deputy

PERSONAL REPRESENTATIVE'S DEED

PROPERTY TAX ID NUMBER: P32830

The undersigned Grantor, Charlotte Schubert, as the duly appointed, qualified, and acting Executor of the Estate of Ilze Schubert, Deceased, in Probate Cause No. 14-4-00861-6 SEA in King County Superior Court of Washington, and not in Grantor's individual capacity, and as authorized by Order Appointing Executor, entered in the Probate Cause on February 5, 2014, to settle the Estate of Ilze Schubert, Deceased, without the intervention of any court, hereby grants, bargains, sells, conveys and confirms to Charlotte Schubert and Mike Nossal, a married couple, as tenants in common all of the interest of the Estate of Ilze Schubert, Deceased, in the following-described real estate situated in the County of Skagit, State of Washington:

Tracts 4 and 5 of Short Plat No. 50-76, approved October 12, 1976 and recorded October 13, 1976, under Auditor's File No. 844183, in Volume 1 of Short Plats, pages 185 and 186, records of Skagit County, Washington; being a portion of Sections 5 and 8, Township 35 North, Range 2 East W.M., EXCEPT the North ½, in area, as deeded to Ilze Schubert by Deed recorded January 10, 1985 under Auditor's File No. 8501100043.

TOGETHER WITH a non-exclusive easement for ingress, egress, drainage and utilities, as set forth under Auditor's File Nos. 824056 and 835154. See Schedule B-1.

Grantor expressly limits the covenants of this deed to those expressed herein and excludes all covenants arising or to arise by statutory or other implications.

DATED: this 24 day of June, 2020.

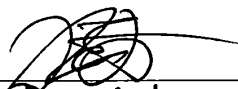
Charlotte Schubert
As Personal Representative of the Estate of
Ilze Schubert, Deceased, and not in their
individual capacity

STATE OF WASHINGTON)
) ss
COUNTY OF)

On this day personally appeared before me Charlotte Schubert, to me known to be the Personal Representative of the Estate of Ilze Schubert, Deceased, who executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of such Personal Representative on behalf of said Estate for the uses and purposes therein mentioned, and on oath stated that Charlotte Schubert was authorized to execute this instrument on behalf of said Estate.

SUBSCRIBED AND SWORN to before me this 24th day of June, 2020.




Piper E. Lewis
NOTARY PUBLIC for Washington
Residing at Seattle, WA
My commission expires: 6/30/21

Schedule B-1

A. Easements for reasonable access, water and power as granted in contracts from Square Bay Colony, Inc., recorded as Auditor's File Nos. 761137, 766090, 771925, 774064, 777715, 801486, 801880 and 821128, records of Skagit County.

B. DEDICATION OF EASEMENTS, INCLUDING TERMS & CONDITIONS THEREOF:

Executed By: Mutual of Seattle, Inc., et al
Recorded: September 26, 1975 and June 2, 1976
Auditor's Nos.: 824056 and 836154
Purpose: Ingress, egress, drainage and utilities.

C. Restrictions contained in contracts dated December 29, 1975, and January 22, 1976, and recorded as Auditor's File Nos. 830837 and 834444, as follows:

Purchaser shall be entitled to possession immediately, but shall not waste or strip the property.

Purchasers agree to complete the exterior of any building erected within one year after beginning construction of said building.

Purchasers agree to remove from the property any vehicle that is inoperable for six months or any parts of vehicles considered to be junk.

Sale of any timber will be with approval of seller and net proceeds shall apply on principal balance. Seller shall not unreasonably withhold consent to sell timber and purchasers may cut trees for improvement to the property without sellers consent.

No assignment of purchasers interest shall be recognized by seller unless purchaser gives seller a written assumption of all purchasers obligations hereunder by an assignee acceptable to seller.

Purchasers agree at any time to grant the maintenance company an easement over the above parcel being purchased for the installation and maintenance of said ditches if and when said ditches are installed.

Purchasers and/or their assigns agree to grant a 60 foot easement for ingress, egress and utilities through the above described parcel if and when the adjoining property owners are willing to construct and pay for drivable road across the 60 feet right of way and in said event the road maintenance company will maintain any such roads constructed.

D. Lien of maintenance fees for road and utility maintenance, if any.

E. Provisions contained on survey entitled "Square Harbor 20 Acre Tracts", recorded June 2, 1976 under Auditor's File No. 836155 in Volume 1 of Surveys, page 188, records of Skagit County, as follows:

"1. No applicable G.L.O. monuments or B.T.'s have been found.

2. The G.L.O. Meander Line in the applicable sections does not follow the actual shore line of Padilla Bay practically anywhere, therefore the actual areas of Government Lots 3 and 4 and the location of "described" Tideland in Government Lot 3 of section 5 is not determined.

3. All of the applicable monuments were found that were set or applied by W. Edward Newbert C.E., when he subdivided Section 6 in February-March 1915 (see Skagit County Engineer's survey records).

4. The subdivision of "Square Harbor 20 Acre Tracts" and the applicable section is based on:

- a. The survey and monuments of W. Edward Newbert (Item 3 above);
- b. Plat of Holiday Hideaway No. 1 (Volume 8, Pages 36-42);
- c. Legal descriptions received from 388 Associates.

5. Subject to easements (Auditor's File Nos. 824056 and 836154).

6. All "easement roads" are located as built or exist."

F. Provisions as set forth on the face of Short Plat #50-76:

1. All maintenance and construction of roads are the responsibility of lot owners in direct relationship to usage of road.

2. Short Plat Number and date of approval shall be included in all deeds and contracts.

3. Water of sufficient quantity and/or quality for normal domestic purposes is not provided at time of filing the Plat, the buyer should inquire and investigate the availability of water.

4. Zoning is residential.

5. Sewage disposal – Individual septic tanks.