

When recorded return to:

Brad Clarke
K & B Clarke LLC
601 Union Street #2600, Attn: Dean A. Messmer
Seattle, WA 98101

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2020-4630

Nov 03 2020

Amount Paid \$5365.00
Skagit County Treasurer
By Bridget Ibarra Deputy

Filed for record at the request of:



CHICAGO TITLE

COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620045241

CHICAGO TITLE
020045241

STATUTORY WARRANTY DEED

THE GRANTOR(S) BreakThrough! LLC, a Wyoming limited liability company

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to K & B Clarke LLC, A Washington Limited Liability Company

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 8, Fidalgo Marina Condo and docks

Tax Parcel Number(s): P102514 / 4599-000-008-0007

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: November 2, 2020

BreakThrough! LLC

BY: *[Signature]*
Heather Hamilton
Sole Member and Manager

State of WA
County of Skagit

I certify that I know or have satisfactory evidence that Heather Hamilton

is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the Sole Member & Manager of BreakThrough LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-2-2020



[Signature]
Name: Jennifer Brazil
Notary Public in and for the State of WA
Residing at: Skagit County
My appointment expires: 7-25-2024

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P102514 / 4599-000-008-0007

PARCEL A:

Unit 8, 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. 8 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. 9207240213, and in the sublease from the City of Anacortes as sublessor, to Fidalgo Marina Partnership, as sublessee recorded under Recording Nos. 9207240214 and 9207310172, records of said County.

PARCEL C:

An undivided 1.80 percent interest in the Marina Improvements as defined in and conveyed by Quit Claim Deed from Fidalgo Marina Partnership, as grantor, David Addie, an unmarried man, as grantee recorded July 15, 1999, under Recording No. 9907150074, records of Skagit County, Washington. and by successive Quit Claim deeds the last of which is Quit Claim deed recorded August 16, 2002, under Auditor's File No. 200208160114, to the vestee herein.

Situated 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 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
Auditor's No.: 201704240135

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. Any rights, interests, or claims which may exist or arise by reason of matters disclosed by survey,

Recording Date: September 30, 2016
Recording No.: 201609300174
12. 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

EXHIBIT "B"Exceptions
(continued)

- For a term of: 17 years, beginning January 3, 2017, and ending January 2, 2034
Affects: Parcel B and other property
13. Lease, including the terms and conditions thereof, and any failure to comply with the terms, covenants, conditions, and provisions;
- 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
14. 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
15. 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.
16. 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.
17. 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.
18. 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. 9303260138, records of Skagit County, Washington.
19. Affect, if any, of record of survey recorded November 10, 2003 under Auditor's File No. 200311100222, records of Skagit County, Washington.

EXHIBIT "B"Exceptions
(continued)

20. 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 Survey:

Recording No: 201609300174

21. 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."

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