Skagit County Auditor, WA

When recorded return to:

Mark Robertson, Linda Robertson, Kyle Robertson, and Kiera Robertson 15327 Dewey Crest Lane Anacortes, WA 98221

GNW 21-12581

STATUTORY WARRANTY DEED

THE GRANTOR(S) Carmelo M. Terrana, Arthur A. Terrana, Mary A. Kirchner, and Gina M. Terrana, each as their separate estate,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Mark Robertson and Linda Robertson, a married couple and Kyle Robertson and Kiera Robertson, a married couple

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

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Abbreviated legal description: Lots 8 & 9, Block 5, HOLIDAY HIDEAWAY NO. 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P65951/3926-005-008-0006; P65952/3926-005-009-0005

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Affidavit No. 2021-4236 Sep 14 2021 Amount Paid \$1605.00 Skagit County Treasurer By Lena Thompson Deputy

Statutory Warranty Decd LPB 10-05

Dated:	<u> </u>	ا ل	- 181	
01	-0/			
Carmelo	M. Terrana	au.	<u>væ</u>	
Gina M.	Тегтапа			
Mary A.	Kirchner			
Arthur A	. Terrana			

STATE OF WASHINGTON COUNTY OF Skanning

I certify that I know or have satisfactory evidence that Carmelo M. Terrana, 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 the instrument.

Dated: 30 day of August, 2021

Signature V

Notary Public

My appointment expires: 10-13-2024

PUBLIC PASSENTINI

Statutory Warranty Deed LPB 10-05

Carmelo M. Terrana

Gina M. Terrana

Mary A. Kirchner

Arthur A. Terrana

STATE OF WASHINGTON COUNTY OF KANG.

I certify that I know or have satisfactory evidence that Gina M. Terrana, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August, 2021

Title

My appointment expires:

9/15/2023

Notary Public
State of Washington
JULIE LEE JONES
COMMISSION # 156736
MY COMMISSION EXPIRES
September 15, 2023

Statutory Warranty Deed LPB 10-05

Carmelo M. Terrana Gina M. Terrana Arthur A. Terrana STATE OF WASHINGTON COUNTY OF King I certify that I know or have satisfactory evidence that Mary A. Kirchner, is the person who appeared before me, and said person acknowledged thats she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument, Dated: 3/ 1 day of August, 2021 Elzabeta V. Carry Signature Elizabeth M. Carney My appointment expires: (/9/2023

> Statutory Warranty Deed LPB 10-05

Carmelo M. Terrana

Gina M. Terrana

Mary A. Kirchner

Arthur A. Terrana

STATE OF WASHINGTON COUNTY OF King

I certify that I know or have satisfactory evidence that Arthur A. Terrana, 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 the instrument.

Dated: 2nd day of August, 2021

Z-W. Ch.___

Title Notary Rublic

My appointment expires: 04 29 2024

NOTAR LO CONTINUE OF A 128 OF

Statutory Warranty Deed LPB 10-05

EXHIBIT ALEGAL DESCRIPTION

Property Address: Holiday Boulevard, Anacortes, WA 98221 Tax Parcel Number(s):

Property Description:

Lots 8 and 9, Block 5, HOLIDAY HIDEAWAY NO. 1, as per plat recorded in Volume 8 of Plats, pages 36-42, inclusive, records of Skagit County, Washington.

Statutory Warranty Deed LPB 10-05

EXHIBIT B

21-12581-KS

1. ANY AND ALL OFFERS OF DEDICATIONS, CONDITIONS, RESTRICTIONS, EASEMENTS, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES, PROVISIONS AND/OR ANY OTHER MATTERS AS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SHORT PLAT/SURVEY:

Name: Holiday Hideaway No. 1 Recorded: August 24, 1962

Auditor's No.: 625483

2. Reservations contained in deeds from the State of Washington recorded in Volume 68 of Deeds, page 633; Volume 90 of Deeds, page 267; and Volume 101 of Deeds, page 113, reserving to the grantor all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

(Affects: Properties Abutting Tidelands)

- 3. Terms and provision of documents recorded as Auditor's File Nos. 8203290018, 8203290019 and 200601100165 regarding the Homeowner's Association.
- 4. PROVISIONS CONTAINED IN CONTRACTS THROUGH WHICH TITLE IS CLAIMED, AS WS:
- "...Buyer agrees to pay, in addition to any other sums or charges herein provided, to the nonprofit GUEMES ISLAND BEACH CLUB, according to its Articles and By-Laws, his proportionate share of the cost of maintenance and upkeep of its property and facilities.

Water will be made available to the property through distribution lines to be installed by Municipal Water District or private water company, such installation to be financed in such manner as may be determined by such District or Company. In the event that such lines are not so installed within three years from the date hereof, or sooner, at Seller's option, Seller shall install such distribution lines and water system for the use of Buyer, and Buyer agrees to use said lines when they have been installed. Buyer agrees to pay, upon completion, a hook up charge to the said distribution lines and a periodic use charge. In such case Buyer and Seller agree that Seller may, at its discretion, continue to own, control, operate and maintain the water distribution lines, or may transfer the water distribution lines to any public or private utility.

Seller reserves the right to remove such standing timber, deadfalls, brush and other ground cover as shall be necessary, in Seller's option, to open the view of adjacent lots..."

(For your information, Holiday Hideaway Country Club is the apparent successor to Guemes Island Beach Club.)

5. TERMS AND CONDITIONS OF DECLARATION OF EASEMENT FOR PRIVATE ROADWAY:

Recorded: February 15, 1968 Auditor's No.: 710270

Said instrument was modified by instrument recorded January 15, 1969, under Auditor's File No. 722327

6. TERMS AND CONDITIONS OF DECLARATION OF EASEMENT FOR PRIVATE ROADWAY:

Recorded: April 10, 1969

Statutory Warranty Deed LPB 10-05

Auditor's No.: 725226

Affects: A portion of Tract B

7. Terms and conditions of Articles of Incorporation and Bylaws of Holiday Hideaway
Association, including restrictions, regulations and conditions for dues and assessments, as established and
levied pursuant thereto, including, but not limited to those as set forth under Auditor's File No. 201503240074.
(Holiday Hideaway Association was formerly known as Guemes Island Beach Club.)

- 8. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line ordinary high water of Puget Sound/Guemes Channel/Cooks Cove/Long Bay.
- 9. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)
- 10. Any question of the location of lateral boundaries and the seaward boundaries of the second class tidelands/shorelands described herein.
- 11. Regulatory notice/agreement regarding Reasonable Use Exception Determination that may include covenants, conditions and restrictions affecting the subject property, recorded January 10, 2006 as Auditor's File No. 200601100115.

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.

Statutory Warranty Deed LPB 10-05