MIII MYY I DYGAN TAL MARA BLARK MARA MARA MARA 202112160075 12/16/2021 03:43 PM Pages: 1 of 6 Fees: \$208.50 Skagit County Auditor

620049966

When recorded return to: Catherine A. Kouchakji and Mitchell A. Kouchakj 200 Swinomish Drive La Conner, WA 98257



Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620049966

STATUTORY WARRANTY DEED

THE GRANTOR(S) Raymond E. Carignan, an unmarried person

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Catherine A. Kouchakji and Mitchell A. Kouchakji, 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: Lt 540, Shelter Bay Div No 3

Tax Parcel Number(s): P129304 / 5100-003-540-0000, and S3302020417

The leasehold estate, as created by the instrument herein referred to as the LEase which is identified as follows: Disclosed by: Memorandum of Lease Dated: July 15, 1970 Recording Date: November 3, 1976

Recording No.: 845369

Recorded: December 16,2021 Auditor's No.: 202112160074

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STATUTORY WARRANTY DEED

(continued)

Dated: December 2021

Raymond E. Carignan

State of FLORDA

havi-DADE COUNTY of

I certify that I know or have satisfactory evidence that

PAYLIDAN E. CARIGNAN is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this of instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: DECONDER 11,2021

Vladimir Genzalez Comm. #GG 961455 Expites: Feb. 24, 2024 Bonded Thru Aaron Notary

Name: VILLOINEL GONZALEZ Notary Public in and for the State of Residing at: <u>Man-Dase</u> <u>0000</u> My appointment expires: TEB-24 2024

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EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): P129304 / 5100-003-540-0000 and and S3302020417

Lot 540, 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 the County of Skagit, State of Washington.

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EXHIBIT "B" Exceptions

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 3:

Recording No: 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
Recording Date:	April 8, 1969
Recording No.:	725143
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:

Recording Date: May 14, 1969 Recording No.: 726476

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. Assignment(s) of Leases and Rents upon and subject to all the provisions contained therein, given as security according to recitals contained there in:

Recording Date: Recording No.:	August 28, 1995 9508280051	
Recording Date: Recording No.:	August 7, 1995 9508070040	
Excecuted by: Bank, as assignee	Swinomish Indian Tribal Community	y, as assignor, Seattle-First National
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EXHIBIT "B"

Exceptions (continued)

Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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	

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7. Liens and charges as set forth in the above mentioned declaration,

Payable to: Shelter Bay Company

8. Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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: December 19, 1977 Recording No.: 870529

9. Covenants, conditions, restrictions and easements 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, source of income, gender, gender identity, gender expression, medical condition or genetic information, 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: August 7, 1990 Recording No.: 9008070009

10. Liens and charges as set forth in the above mentioned declaration(s),

Payable to: Shelter Bay Community, Inc.

11. 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:

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EXHIBIT "B"

Exceptions (continued)

Recording No: 9009050003

12. Agreement, including the terms and conditions thereof;

By:Shelter Bay Community, Inc.And Between:Shelter Bay Community Division No. 1Recording Date:February 26, 2009Recording No.:200902260127Providing:Special Assessments

- 13. Water rights, claims or title to water within the boundaries of the Swinomish Indian Reservation.
- 14. Restrictions, including any restraint against alienation, as contained in the deed or the federal patent and the act authorizing the issuance thereof, under which title is vested.
- 15. City, county or local improvement district assessments, if any.
- 16. Assessments, if any, levied by Shelter Bay Company.
- 17. Assessments, if any, levied by Shelter Bay Community, Inc..

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