

202207190054
07/19/2022 01:57 PM Pages: 1 of 6 Fees: \$208.50
Skagit County Auditor

When recorded return to:
David A. Anderson and Virginia L. Anderson
19034 Fremont Ave N
Shoreline, WA 98133

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2022 29666
JUL 19 2022
Amount Paid \$ 5441.80
Skagit Co. Treasurer
By KO Deputy

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620051903

CHICAGO TITLE
620051903

STATUTORY WARRANTY DEED

THE GRANTOR(S) Elaine Lovelace, a single person

for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to David A. Anderson and Virginia L. Anderson, a married couple

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: July 12, 1975
Recorded: November 15, 1979
Recording No.: 7911150036
Lessor: Shelter Bay Company, a Washington corporation
Lessee: Victor H. Bagnall and Ruth M. Bagnall, husband and wife
Disclosed by: Memorandum of Lease
Term: For a period of time terminating on June 30, 2044

Assignment of Leasehold Estate and the terms, provisions and conditions thereof:

Recorded: July 19, 2022 Auditors No: 202207190053

Lot 152, REVISED MAP OF SURVEY OF SHELTER BAY DIV. 2, Tribal and Allotted Lands of
Swinomish Indian Reservations, as recorded March 17, 1970, in Volume 43 of Official Records,
pages 833 through 838, records of Skagit County, Washington.

Situated in the County of Skagit, State of Washington.

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

Tax Parcel Number(s): P129021 / 5100-002-152-0000, S3402360035

Subject to:

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

STATUTORY WARRANTY DEED
(continued)

Dated: July 13, 2022

Elaine Lovelace
Elaine LovelaceState of Washington
County of SKagit
This record was acknowledged before me on July 14, 2022 by Elaine Lovelace.Alysia Hudson
(Signature of notary public)
Notary Public in and for the State of Washington
My commission expires: 03.01.2024

NOTARY PUBLIC STATE OF WASHINGTON ALYSIA HUDSON License Number 183699 My Commission Expires 03-01-2024
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EXHIBIT "A"

Exceptions

1. LEASE, INCLUDING TERMS AND CONDITIONS THEREOF:

Lessor: Swinomish Indian Tribal Community, Alvin Bobb, Cary Bobb, Margaret Cagey, Emily Joe, et al
 Lessee: Indian Bay Company
 For A Term Of: 25 years, together with an option to renew for an additional 25 year term
 Dated: August 16, 1968
 Recorded: April 8, 1969
 Auditor's No.: 725143
 (Said lease covers the subject property and other property)
 The lessee's interest in said Lease is now held of record by Shelter Bay Company, a Washington corporation.

A supplement and amendment of said Lease, dated February 11, 1969, was recorded May 14, 1969, under Auditor's File No. 726476. Said amendment provides that the terms of said Lease shall be for 75 years beginning July 1, 1969, reference to the record is hereby made for full particulars.

2. Terms, covenants, conditions, and provisions of the lease referred to in Schedule A hereof.
3. 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.
4. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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 Div. 2:

Recording No: 728258

Modification(s) of said instrument

Recording Date: March 17, 1970
 Recording No.: 737013

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Purpose: Dock Easement
 Recording Date: June 17, 1981
 Recording No.: 8106170031

Assigned by instrument:

Recording No.: 199911180031
 Recording No.: 200006190143
 Recording No.: 200008160095
 Recording No.: 200011150107
 Recording No.: 202205180063

6. Terms and conditions of unrecorded agreement as disclosed by instrument recorded June 17, 1981 under
 Recording No.: 8106170031
7. 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, 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

EXHIBIT "A"

Exceptions
(continued)

Recording Date: June 27, 1969
Recording No.: 728259

Modification(s) of said covenants, conditions and restrictions

Recording No.: 742573
Recording No.: 755472
Recording No.: 771237
Recording No.: 8706120004
Recording No.: 8907070110
Recording No.: 9107220051 being a re-recording of Recording No. 9005150058
Recording No.: 9107220050 being a re-recording of Recording No. 9105170025
Recording No.: 9205200023
Recording No.: 9205200024
Recording No.: 9205200025
Recording No.: 9406200066
Recording No.: 9505160046
Recording No.: 9605140103
Recording No.: 9805070092
Recording No.: 9905070119
Recording No.: 200005100092
Recording No.: 200005100093
Recording No.: 200105090101
Recording No.: 200205160173
Recording No.: 200501280090
Recording No.: 200505190051
Recording No.: 200505190052
Recording No.: 200712180107
Recording No.: 200802290010
Recording No.: 200905050047
Recording No.: 201105250120
Recording No.: 201305310138
Recording No.: 201506230053
Recording No.: 201607200052
Recording No.: 201808160044
Recording No.: 202106170048

8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, 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: 200009150054

9. Terms and conditions contained in Shelter Bay Community, Inc. Resolution No. 07-17 as recorded December 18, 2007, under Recording No. 200712180107

10. Agreement, including the terms and conditions thereof; entered into;

By: Shelter Bay Community, Inc.
And Between: Shelter Bay Community Div. 1
Recorded: February 26, 2009
Recording No. 200902260127
Providing: Special assessments

11. 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.

12. Dues, charges and assessments, if any, levied by Shelter Bay Company.

EXHIBIT "A"

Exceptions
(continued)

13. Dues, charges and assessments, if any, levied by Shelter Bay Community, Inc..
14. Water rights, claims or title to water within the boundaries of the Swinomish Indian Reservation.
15. 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.
16. City, county or local improvement district assessments, if any.

Form 22P
Skagit Right-to-Manage Disclosure
Rev. 10/14
Page 1 of 1

**SKAGIT COUNTY
RIGHT-TO-MANAGE
NATURAL RESOURCE LANDS DISCLOSURE**

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated June 16, 2022

between David A. Anderson Virginia L. Anderson ("Buyer")
Buyer Buyer
and Elaine Lovelace ("Seller")
Seller Seller
concerning 152 Swinomish Dr. La Conner WA 98257 (the "Property")
Address City State Zip

Buyer is aware that 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.

Seller and Buyer authorize and direct the Closing Agent to record this Disclosure with the County Auditor's office in conjunction with the deed conveying the Property.

David A. Anderson 06-17-2022
Buyer Date

Elaine Lovelace 6/22/2022
Seller Date

Virginia L. Anderson, by Nathan D. Anderson her Attorney-in-Fact
Buyer Date Seller Date

Virginia L. Anderson, by Nathan D. Anderson
Her Attorney-in-Fact