



202312270015

12/27/2023 10:11 AM Pages: 1 of 5 Fees: \$207.50
Skagit County Auditor

When recorded return to:
Soren A. Burns and Justin N. Willhite
162 Swinomish Drive
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2023 9171
DEC 27 2023

Amount Paid \$ 3209.80
By Skagit Co. Treasurer
Deputy

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620055190

CHICAGO TITLE CO.

620055190

STATUTORY WARRANTY DEED

THE GRANTOR(S) Nels Dahlgard, personal representative for The Estate of Daryl L. Dahlgard
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys and warrants to Soren A. Burns and Justin N. Willhite, a married couple

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

Lot 162 of REVISED MAP 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.

Situate in the County of Skagit, State of Washington.

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

Tax Parcel Number(s): P129031 / 5100-002-162-0000, S3402350039

The leasehold estate as created by the instrument herein referred to as the
Lease which is identified as follows:

Dated: June 22, 1974

Recorded: July 25, 1974

Recording No.: 802758

Lessor: Shelter Bay Company, a Washington corporation

Lessee: Edward Prescesky and Louise S. Prescesky, husband
and wife

Disclosed by: Memorandum of Lease Agreement

Term: For a period of time terminating on June 30, 2044

Recorded: December 27, 2023
Auditors No: 202312270014

Subject to:

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

STATUTORY WARRANTY DEED
(continued)Dated: 19 DEC 2023

The Estate of Daryl L. Dahlgard

BY: *[Signature]*

Nels C. Dahlgard

Personal Representative

State of _____

County of _____

This record was acknowledged before me on *see attached certificate* by Nels C. Dahlgard as
Personal Representative of The Estate of Daryl L. Dahlgard.

(Signature of notary public) _____

Notary Public in and for the State of _____

My appointment expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of OrangeOn 12-19-2023 before me, Josh Stittsworth, notary public
(insert name and title of the officer)

personally appeared Nels C. Dahlgard
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



EXHIBIT "A"

Exceptions

1. Lease, and the 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
 Recording Date: April 8, 1969
 Recording 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 recording number 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. 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

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

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

EXHIBIT "A"

Exceptions
(continued)

document:

Granted to: Gene Dunlap
Purpose: Ingress, egress, drainage and underground utilities
Recording Date: March 17, 1970
Recording No.: 737018

4. Terms and conditions contained in Shelter Bay Community, Inc. Resolution No. 07-17 as recorded December 18, 2007, under recording number 200712180107
5. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.
6. City, county or local improvement district assessments, if any.
7. Dues, charges and assessments, if any, levied by Shelter Bay Community, Inc.
8. Dues, charges and assessments, if any, levied by Shelter Bay Company.