UNOFFICIAL DOCUMENT

202609150052
09/15/2026 10:13 AM Pages: 1 of 6 Fees: $308.50
Skagit County Auditor

When recorded return to:
Malcolm D Glover
135 Lummi Dr
La Conner, WA 98257

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2026-3073
SEP 15 2026
Amount Paid $ 3475.40
Skagit Co. Treasurer
By LS Deputy

Chicago
0200062970

STATUTORY WARRANTY DEED

THE GRANTOR(S) Mary Jane Ellis, an unmarried woman

for and in consideration of Ten And No/100 Dollars ($10.00) , and other valuable consideration in hand paid, conveys and warrants to Malcolm D Glover, an unmarried person

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: August 11, 1969
Recorded: September 25, 1980
Recording No.: 8009250021
Lessor: Shelter Bay Company, a Washington corporation Lessee: Gordon Berger & Norma Berger, wife
Disclosed by: Memorandum of Lease Agreement

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

Recorded: September 15, 2026 Auditors No.: 202609150051

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

Lot(s): 135 Section: 1 Township: 33 Range: 2 Block: 2 APN/Parcel ID(s): P129004/5100-002-135-0000 and S3302010026

Tax Parcel Number(s): P129004/5100-002-135-0000 and S3302010026

Subject to: Lot 135, Revised Map of Survey of Shelter Bay Div. 2

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

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STATUTORY WARRANTY DEED
(continued)

Dated: 9/8/2026

MARY JANE ELLIS BY [signature]
HER ATTORNEY IN FACT

Mary Jane Ellis, by Steven J. Ellis, her attorney in fact

State of Washington
County of King

This record was acknowledged before me on 9-8-26 by Steven J. Ellis as Attorney in fact of Mary Jane Ellis.

[signature]
(Signature of notary public)
Notary Public in and for the State of WA
My commission expires: 3-9-27

KEITH ALLEN POST
NOTARY PUBLIC #176837
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 9, 2027

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EXHIBIT "A"
Legal Description

LOT 135, "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, PAGES 833 THROUGH 838,INCLUSIVE, UNDER AUDITOR'S FILE NO. 737013, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN
SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH the following described parcel:

Beginning at the Northwest corner of Lot 135;
Thence North 84°31'03" West to the line of mean high tide;
Thence Southerly along the line of mean high tide to an intersection with a line drawn North 70°48'20" West from the Southwest corner of Lot 135;
Thence South 70°48'20" Ease to the Southwest corner of Lot 135;
Thence North 24°00'00" East a distance of 60 feet to the point of beginning.

ALSO TOGETHER WITH all beneficial rights, to the extent the same are real property, contained in Dock Easement recorded June 17, 1981, under Auditor's File No. 8106170019.
SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

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EXHIBIT "A"
EXCEPTIONS

Order No.: 70251435

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 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.

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 Revised Shelter Bay Div. 2:
Recording No: 737013

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

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EXHIBIT "A"
EXCEPTIONS
(continued)

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
Recording No.: 202507030055

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Gene Dunlap
Purpose: Ingress, egress, drainage and underground utilities
Recording Date: March 17, 1970
Recording No.: 737018

Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
Granted to: Swinomish Indian Tribe
Purpose: Water Main
Recording Date: August 15, 1975
Recording No.: 821974

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

Agreement, including the terms, covenants and provisions thereof
Recording Date: February 26, 2009
Recording No.: 200902260127

Dock Easement, including the terms, covenants and provisions thereof
Recording No.: 8106170019
Assignments:
Recording No.: 8609090061
Recording No.: 8903130036

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.

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EXHIBIT "A"
EXCEPTIONS
(continued)

Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian treaty or aboriginal rights.

Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.

Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.

The inability of the Insured to enforce the insured leasehold under state law, or to choose in what court (federal,state or tribal) the Insured may bring an action to enforce the insured leasehold.

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

Dues, charges, and assessments, if any, levied by Shelter Bay Community, Inc.

City, county or local improvement district assessments, if any.