



201505220104

Skagit County Auditor

\$75.00

5/22/2015 Page

1 of

4

2:35PM

PREPARED BY:

Jay Gorham
1101 E. 35th
Tacoma, WA 98404

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Robin Norby
3239 So 181st St.
SeaTac, WA 98188

MAIL TAX STATEMENTS TO:

Robin Norby
3239 So 181st St.
SeaTac, WA 98188

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2015/859

MAY 22 2015

Amount Paid \$ 325.⁴⁰
Skagit Co. Treasurer
By *mm* Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GENERAL WARRANTY DEED**KNOW ALL MEN BY THESE PRESENTS THAT:**

THIS GENERAL WARRANTY DEED, made and entered into on the 19th day of May, 2015, between Jay M. Gorham, a single person, whose address is 1101 E. 35th, Tacoma, Washington 98404 ("Grantor"), and Robin E. Norby, a single person, whose address is 3239 So 181st St., SeaTac, Washington 98188 ("Grantee").

For and in consideration of the sum of \$18,000, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby Grants, Bargains, Sells, and Conveys with general warranty covenants to Grantee, the property located in skagit County, Washington, described as:

CAPE HORN ON THE SKAGIT SUB-DIV 2 LOT 32 BLK B

P63171

Prior instrument reference: General Warranty Deed, Volume/Book 9, Page 14-19, Document No. 200510110157, of the Recorder of Skagit, Washington, recorded Tuesday, October 11, 2005.

SUBJECT TO all, if any, valid easements, rights of way, covenants, conditions, reservations and restrictions of record.

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey the same, and that the Grantor, Grantor's heirs, executors and administrators shall warrant and defend the title unto the Grantee, Grantee's heirs and assigns against all lawful claims whatsoever.

Tax/Parcel ID Number: P63171

IN WITNESS WHEREOF the Grantor has executed this deed on the 19th day of May, 2015.

05/19/2015
Date

Jay M. Gorham
Jay M. Gorham, Grantor

State of Washington
County of King

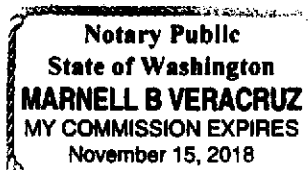
I certify that I know or have satisfactory evidence that Jay M. Gorham is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/19/2015

Marnell B. Veracruz
Signature of Notary Public

Title: Notary Public

2 of 3



My appointment expires: November 15, 2018

(Seal or Stamp)

IN WITNESS WHEREOF the Grantee has executed this deed on the 19th day of May, 2015.

5/19/2015

Date

Robin E. Norby
Robin E. Norby, Grantee

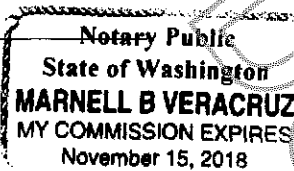
State of Washington
County of King

I certify that I know or have satisfactory evidence that Robin E. Norby is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 05/19/2015

Marnell B Veracruz
Signature of Notary Public

Title: Notary Public



My appointment expires: November 15, 2018

(Seal or Stamp)

EXCEPTIONS:

A. CONDITIONS AND RESTRICTIONS CONTAINED IN AN INSTRUMENT, FILED JULY 13, 1965, AS AUDITOR'S FILE NO. 668869 READING AS FOLLOWS:

"1. Lot owners to be advised that those areas indicated on the plat as being below elevation 140.0 feet, are subject to infrequent periodic inundation and buildings constructed therein should maintain a floor elevation above 140.0 feet.

2. The exterior of all buildings to have a completed appearance within one year from date of starting.

3. Lot owners shall be responsible for placing wells and septic tank drainfields in accordance with the master plan as on file with the Cape Horn Maintenance Company. A minimum of 100 feet shall be maintained between all drainfields and wells. All work to be in accordance with Skagit County Regulations.

4. All lots shall be subject to the Articles and By-Laws of the Cape Horn Maintenance Company."

B. MATTERS DISCLOSED AND/OR DELINEATED ON THE FACE OF THE FOLLOWING PLAT/SUBDIVISION:

Plat/Subdivision Name: Cape Horn on the Skagit
Recorded: July 13, 1965
Auditor's No.: 668870

Said matters include but are not limited to the following:

1. "The Platters do hereby declare this plat and dedicate to the public forever all roads and ways and that 40 foot easement along the river shown hereon with the right to make all necessary slopes for cuts and fills, and the right to continue to drain said roads and ways over and across any lot or lots, where water might take a natural course, in the original reasonable grading of the roads and ways shown hereon, following original reasonable grading of the roads and ways hereon, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right-of-way or to hamper proper road drainage. Any enclosing of drainage waters in culverts or drains or rerouting thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner."

2. "Skagit County shall not be responsible for any flood control improvements."

C. EASEMENT, INCLUDING TERMS & PROVISIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a corporation
Purpose: Transmission line with appurtenances
Dated: July 7, 1965
Recorded: August 17, 1965
Auditor's No.: 670429
Affects: As constructed and extended in the future at the consent of Grantee and Grantor

D. RESTRICTIONS ON OTHER LOTS IN SAID PLAT IMPOSED BY VARIOUS INSTRUMENTS OF RECORD WHICH MAY BE NOTICE OF A GENERAL PLAN AS FOLLOWS:

"Grantees covenant and agree that the above described real estate shall be subject to the charges and assessments as provided for in and for the purposes set forth in the Articles of Incorporation and the By-Laws of the Cape Horn Maintenance Co., a nonprofit, non-stock Washington corporation and that said corporation shall have a valid first lien against the above described real estate for said charges and assessments; and, in addition to the remedies set forth in said Articles of Incorporation and By-Laws, that if said charges and assessments levied by said corporation shall not be paid within four (4) months after they shall become due and payable, then said corporation may proceed by appropriate action to foreclose its lien together with such sum as the court may adjudge reasonable attorneys fees in such action. The grantee hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cape Horn Maintenance Co. This provision is a covenant running with the land and is binding on the grantees, their heirs, successors and assigns."

SUBJECT TO:

(a) Restrictions, reservations, agreements and easements of record and as shown on the face of said recorded plat.

(b) Use of said property for residential purposes only.

(c) Questions that may arise due to shifting of Skagit River."

E. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS:

Declaration Dated: September 20, 1976
Recorded: December 14, 1976
Auditor's No.: 847451
Executed By: Cape Horn Maintenance Company

F. Any question that may arise due to shifting or changing in course of the Skagit River.
(Affects those lots abutting the River)

G. Declaration of Covenant recorded June 21, 1993 under Auditor's File No. 930621022 regarding well and waterworks located on the "Community Park" area.



200510110157
Skagit County Auditor