#### When recorded return to:

John Allan Roeder II 13561 Lux Ave APT 207 Bradenton, FL 34211

**MANAGEMENT**201710240061

\$78.00

Skagit County Auditor 10/24/2017 Page

1 of

5 11:35AM

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620032632

CHICAGO TITLE 420032432

# STATUTORY WARRANTY DEED

THE GRANTOR(S) William L. Young and Linda Diane Young, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to John Allan Roeder II, presumptively subject to the community property interest of a spouse/registered domestic patter, if any

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

Lots 206, CASCADE RIVER PARK NO. 1, according to the plat thereof recorded in Volume 8 of Plats, pages 55 through 59, records of Skagit County, Washington.

Situated in Skagit County, Washington.

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

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

> 2017 5014 OCT 24 2017

Amount Paid \$ ///-Skagit Co. Treasurer Deputy

80

Tax Parcel Number(s): P63759 / 3871-000-206-0002,

Subject to:

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

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 10.12.17

WA-CT-FNRV-02150.620019-620032632

## STATUTORY WARRANTY DEED

(continued)

Dated: October 2, 2017

Linda Diane Young

State of WASHINGTON County of SKAGIT

I certify that I know or have satisfactory evidence that William L. Young and Linda Diane Young are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: OC+O

Name: Ratheryn A Freev Notary Public in and for the State of WA

Residing at: Snohomish

My appointment expires:

KATHERYN A. FREEMAN STATE OF WASHINGTON NOTARY ---- PUBLIC

My Commission Expires 9-01-2018

# **EXHIBIT "A"**

### Exceptions

Easement, including the terms and conditions thereof, granted by instrument;

Recorded: February 14, 1956

Auditor's No. 531605, records of Skagit County, Washington

For. \ \ \ \ \ \ \ Use of roads for hauling timber products

Affects: Said premises and other property

2. Easement, including the terms and conditions thereof, granted by instrument;

Recorded: December 23, 1941

Auditor's No.: 347748, records of Skagit County, Washington

In favor of: Q.R. Bingham Access

Affects: Said premises, the exact location and extent of said easement is

undisclosed of record

3. Covenants, conditions, and restrictions contained in instrument, but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicap persons:

Recorded: May 28, 1942

Auditor's No.: 352577 and 352578, records of Skagit County, Washington

Executed By: Bradsberry Timber Company

As Follows:

Reserving and excepting to the grantor and to its successors and assigns forever the truck logging roads across the said premises and all bridges originally constructed under the contract between the seller and A. Mc Spadden, said road being a strip of land 40 feet in width and being 20 feet on each side of the centerline of said truck logging road as now laid out and constructed on, over, and across the said premises.

Reserving and excepting also to the grantor and to its successors and assigns forever all other existing roads and bridges on or across the said premises of any part thereof.

Reserving and excepting also to the grantor and to its successors and assigns forever the right at any and all times thereafter to lay out, construct, and maintain on, over, and across the said premises and any and all parts thereof, all such other roads and bridges as the said grantor, its successors and assigns may at any time deem necessary or convenient, and the right in perpetuation to use the said roads and bridges for any and all purposes whatsoever without compensation or restriction.

- 4. Any charges and assessments nor or hereafter levied as provided for in, and for the purposes set forth in the Articles of Incorporation and By-Laws of the Cascade River Community Club. Inc., a non-profit and non-stock Washington corporation.
- 5. Terms and conditions of that dedication; Recorded: May 30, 1979

# **EXHIBIT "A"**

Exceptions (continued)

Auditor's File No.:

7905300013, records of Skagit County, Washington

Executed By:

Cascade River Community Club

6. Terms and Conditions of that Dedication;

Recorded:

August 12, 1981

Auditor's Nots

8108120027, records of Skagit County, Washington

Executed By:

Cascade River Community Club

7. Terms and Conditions of that Dedication;

Recorded:

May 24, 1983

Auditor's No(s).

8305240010, records of Skagit County, Washington

Executed By:

Cascade River Community Club

8. Terms and conditions of that Dedication;

Recorded:

April 17, 1997

Auditor's No.:

9704170058 records of Skagit County, Washington

Grantor:

Cascade River Community Club

- 9. 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.
- 10. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes and statements, 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 CASCADE RIVER PARK DIV. 1:

Recording No: 639857

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

Granted to:

Cascade River Development

Purpose:

Ingress, egress, drainage and utilities

Recording Date:

April 22, 1965

Recording No.:

665207

Affects:

Portion of said premises and other property

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

# **EXHIBIT "A"**

Exceptions (continued)

Granted to:

Cascade River Development

Purpose:

Ingress, egress, drainage and utilities

Recording Date:

April 29, 1970

Recording No.: Affects:

738440 Portion of said premises and other property

13. Covenants and restrictions contained in deed executed by Cascade River Development Company, deemed to be a scheme of general development;

Recorded:June 16, 1966

Auditor's Nos. 725017, records of Skagit County, WA

#### As follows:

- A. Purchasers covenants 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 By-Laws of the Cascade River Community Club, Inc., a non-profit and non-stock Washington corporation.
- B. Use of said property for residential purposes only.
- C. It is agreed that none of the property embraced in this contract shall be used, or the building erected thereon utilized for the purpose of selling hard liquors, or conducting a road house, dance hall, tourist camp, or place where gambling is permitted.
- D. No garbage, waste materials or obnoxious matters to be thrown or allowed to drain into the waters of the Cascade River or its tributaries.
- 14. Dues, charges and assessments, if any, levied by Cascade River Park Maintenance Company.
- 15. City, county or local improvement district assessments, if any

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 08.26.16

WA-CT-FNRV-02150.620019-620032632