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O7/18/2018 11:37 AM Pages: 1 of 5 Feet: 4100

When recorded return to: Kian Anton Flynn 3701 S Hudson St Apt 114 Seattle, WA 98118

> SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2018 3009 JUL 1 6 2018

> > Amount Paid \$ 68 [ 40 Skagit Co. Treasurer
> >
> > By Deputy

CHICAGO TITLE 6 20035144

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620035144

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) Bruce A. Miller and Nancy R. Miller, 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 Kian Anton Flynn, an unmarried person and Taylor Joann Even ffitch, an unmarried person

the following described real estate, situated in the County of Skagit, State of Washington:
Lots 80 and 81, 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.)

Tax Parcel Number(s): P63629 / 3871-000-080-0003, P63630 / 3871-000-081-0002

Subject to:

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

## STATUTORY WARRANTY DEED

(continued)

Dated: July 10, 2018

State of WASHINGTON County of SKAGIT SNOHOMIS H JKQ

I certify that I know or have satisfactory evidence that Bruce A. Miller and Nancy R. Miller 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:

Jana K Quinn Name:

Notary Public in and for the State of Wall Residing at: 100 100

My appointment expires;



# 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 For: Access

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

undisclosed of record

 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 or 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.

#### **EXHIBIT "A"**

Exceptions (continued)

Terms and conditions of that dedication;

Recorded: May 30, 1979

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 No(s).: 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.: 9704170053, 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

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

### **EXHIBIT "A"**

Exceptions (continued)

12. 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 29, 1970 Recording No.: 738440

Affects: Portion of said premises and other property

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

#### 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.
- Dues, charges and assessments, if any, levied by Cascade River Park Maintenance Company.
- 15. City, county or local improvement district assessments, if any.