04/28/2021 09:37 AM Pages: 1 of 6 Fees: \$108.50

Skagit County Auditor, WA

When recorded return to: Eric Cruger 33115 State Route 530 Arlington, WA 98223

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX Affidavit No. 2021-1821 Apr 28 2021 Amount Paid \$189.00 Skagit County Treasurer By Heather Beauvais Deputy

Filed for record at the request of:



425 Commercial St Mount Vernon, WA 98273

Escrow No.: 620047344

CHICAGO TITLE

STATUTORY WARRANTY DEED

THE GRANTOR(S) Jerry Lampert, a married man as his separate estate

for and in consideration of Ten And No/100 Dollars (\$10.00), and other valuable consideration in hand paid, conveys, and warrants to Eric Cruger, an unmarried person and Christina Ann Nulf, an unmarried person

the following described real estate, situated in the County of Skagit, State of Washington:
LOT 27, CASCADE RIVER PARK NO. I, ACCORDING TO THE PLAT THEREOF RECORDED IN
VOLUME 8 OF PLATS, PAGES 55 THROUGH 59, 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): P63575 / 3871-000-027-0009

Subject to:

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

STATUTORY WARRANTY DEED

(continued)

Dated: April 26, 2021

State of WASHINGTON County of SKAGIT KIND

I certify that I know or have satisfactory evidence that Jerry Lampert is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 40 40 40 202

Name:

Notary Public in and for the State of Washing Williams Residing at:

Residing at:

My appointment expires:

KIM MARTIN **Notary Public** State of Washington Commission # 20116069 My Comm. Expires Sep 3, 2024

Exceptions

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

 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.

3. 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

Affects: Said premises and other property

- 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.
- Terms and conditions of that dedication; Recorded: May 30, 1979

Statutory Warranty Deed (LPB 10-05) WA0000816.doc / Updated: 04,26,19

Exceptions (continued)

Auditor's File No.: 7905300013, records of Skagit County, Washington

Executed By: Cascade River Community Club

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(s).: 9704170053, records of Skagit County, Washington

Executed By: Cascade River Community Club

 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: March 27, 1967

Auditor's No.: 696530, records of Skagit County, Washington

Executed By: Cascade River Development Company

As Follows:

A. This Deed is ALSO subject to a covenant providing as follows: PURCHASERS 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 Cascade River Community Club, Inc., a non-profit and 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 attorney's fees in such action. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

- B. Use of said property for residential purposes ONLY.
- 10. Covenants, conditions, restrictions, recitals, reservations, easement, easement provisions.

Exceptions (continued)

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 the Plat of Cascade River Park No. I, recorded in Volume 8, Pages 55 through 59:

Recording No: 639857

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

Granted to: Verizon Northwest Inc., a Washington corporation

Purpose: Telephone facilities
Recording Date: June 14, 2004
Recording No.: 200406140060

Affects: Portion of said premises and other premises

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

Granted to: City of Seattle, acting by and through Seattle Light Company

Purpose: private roadways
Recording Date: February 28, 2020
Recording No.: 202002280115

- 13. 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.
- 14. The property may be subject to the Skagit County Right-to-Manage Natural Resource Lands Disclosure, Skagit County Code Section 14.38, which states:

"This disclosure applies to parcels designated or within 1 mile of designated agricultural land or designated or within 1/4 mile of rural resource, forest or mineral resource lands of long-term commercial significance in Skagit County. A variety of Natural Resource Land commercial activities occur or may occur in the area that may not be compatible with non-resource uses and may be inconvenient or cause discomfort to area residents. This may arise from the use of chemicals; or from spraying, pruning, harvesting or mineral extraction with associated activities, which occasionally generates traffic, dust, smoke, noise, and odor. Skagit County has established natural resource management operations as a priority use on designated Natural Resource Lands, and area residents should be prepared to accept such incompatibilities, inconveniences or discomfort from normal, necessary Natural Resource Land operations when performed in compliance with Best Management Practices and local, State,

Exceptions (continued)

and Federal law.

In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpilling, blasting, transporting and recycling of minerals. If you are adjacent to designated NR Lands, you will have setback requirements from designated NR Lands."

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