

When recorded return to:

Tamera Breshears
8516 Beaver Place
Marblemount, WA 98267

GNW 21-14094

STATUTORY WARRANTY DEED

THE GRANTOR(S) James Miller and Krystle Miller, a married couple, P.O. Box 1029, Chino Valley, AZ 86323,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Tamera Breshears, a married woman as her separate property

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

FOR PROPERTY DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART
HEREOF.

Abbreviated legal description: Property 1:
Lot 24 & Ptn. Lots 25-26, CASCADE RIVER PARK NO. 1

This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey as described in Exhibit "B" attached hereto

Tax Parcel Number(s): P63571 and P63573

Dated: 4 Mar 2022

James Miller
James Miller

Krystle Miller
Krystle Miller

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Affidavit No. 2022-1072

Mar 18 2022

Amount Paid \$2565.00
Skagit County Treasurer
By Lena Thompson Deputy

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STATE OF ARIZONA
COUNTY OF Yavapai

This record was acknowledged before me on 4 day of March, 2022 by James Miller and Krystle Miller.

Cynthia Lynn Smith
Signature

Notary Public - State of Arizona
Title

My appointment expires: May 20, 2025



**EXHIBIT A
LEGAL DESCRIPTION**

Property Address: 8516 Beaver Place, Marblemount, WA 98267

Tax Parcel Number(s): P63571 and P63573

Property Description:

Lot 24, 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;

together with that portion of adjoining Lot 25 in said plat, described as follows:

Beginning at the most Easterly corner common to said Lots 24 and 25; thence South 78° 27' 22" West along the line common to said Lots 70.65 feet to the West line of said Lot 25; thence South 24° 36' 24" East along said West line 36.83 feet; thence North 65° 23' 36" East 82.00 feet to intersect the East line of said Lot 25 at a point on a curve from which the center lies North 17° 12' 13" East and 45.00 feet distant; thence Northwesterly along said curve to the right through a central angle of 31° 49' 51" an arc distance of 25.00 feet to the point of beginning.

Also together with the Northerly 22.00 feet of the following described tract of land Lot 25, CASCADE RIVER PARK NO. 1, according to the plat thereof recorded in Volume of Plats, Pages 53 through 59, Records of Skagit County, Washington;

EXCEPT that portion described as follows:

Beginning at the most Easterly corner common to said Lots 24 and 25; thence South 78° 27' 22" West along the line common to said Lots 70.65 feet to the West line of said Lot 25; thence South 24° 36' 24" East along said West line 36.83 feet; thence North 65° 23' 36" East 82.00 feet to intersect the East line of said Lot 25 at a point on a curve from which the center lies North 17° 12' 13" East and 45.00 feet distant; thence Northwesterly along said curve to the right through a central angle of 31° 49' 51" an arc distance of 25.00 feet to the point of beginning.

ALSO TOGETHER WITH that portion of the following described tract of land: Lot 26, 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; said portion more particularly described as follows: Commencing at the Northeast corner of said Lot 26, said point being the true point of beginning thence South 24° 36' 24" East along the Easterly line thereof a distance of 58.83 feet; thence North 63° 59' 20" West, a distance of 94.02 feet to the Northwest corner of said Lot 26; thence North 78° 27' 22" East along the Northerly line of said Lot 26 to the true point of beginning.

Situate in Skagit County, Washington

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EXHIBIT B

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1. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Plat of Cascade River Park No. 1 recorded August 21, 1963 as Auditor's File No. 639857.

The company calls attention to provisions contained in Washington Uniform Common Interest Ownership Act, Senate Bill 6175 providing that Plats recorded after July 1, 2018, and older Plats that have opted in, that meet the requirements under Senate Bill 6175 will require delivery to the Proposed Purchaser of either a "Public Offering Statement" or "Resale Certificate".

2. Any question that may arise due to shifting or changing in course of Cascade River.

3. Provision as Contained in "dedication" recorded May 30, 1979 as Auditor's File No. 7905300013

4. It is further dedicated and decreed that in conveying any lot owned other than by Cascade River Community Club, a nonprofit corporation, shall include in addition to the description of the lot or lots, the words.

Together with an undivided interest in all property owned of record in the name of Cascade River Community Club, a nonprofit corporation.

Above covenants, conditions and restrictions were amended and recorded August 12, 1981 and May 24, 1983 as Auditor's File No's. 8108120027 and 8305240010.

5. Provision contained in Deeds through which title is claimed by other lot owners in said subdivision from Cascade River Development Company, which may be notice of a general plan, 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.

Use of said property for residential purposes ONLY."

6. Any adverse claim by reason of any change in the location of the boundaries of said premises which may have resulted from any change in the location of the Cascade River, or its banks, or which may result from such change in the future.

7. Right of the general public to the unrestricted use of all the waters of a navigable body of water, not only for the primary purposes of navigation, but also for corollary purposes, including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands, or adjoining uplands, and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (Affects all of the premises subject to such submergence.)

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8. Right of the State Washington in and to that portion of said premises, if any, lying in the bed, or former bed, of the Cascade River.

9. Easement, affecting various portions of lots 132-140, 149-161, 197-206, and 209-212, for the purpose of ingress, egress, drainage and utilities including terms and provisions thereof recorded April 29, 1970 as Auditor's File No. 738440.

Said easement was also recorded under Auditor's File No. 665207.

10. Any and all offers of dedications, conditions, restrictions, easements, fence line/boundary discrepancies and encroachments, notes, provisions and/or any other matters as disclosed and/or delineated on the face of the following plat/short plat/survey named Survey recorded September 9, 2005 as Auditor's File No. 200509090094.

11. Provisions and matters regarding Boundary Line Adjustment set forth on document recorded October 11, 2007 under Auditor's File No. 200710110092 & 200710110093.

12. Regulatory notice/agreement regarding Skagit County Right to Manage Natural Resource Lands Disclosure that may include covenants, conditions and restrictions affecting the subject property, recorded September 21, 2017 as Auditor's File No. 201709210059.

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice. Said notice/agreement may pertain to governmental regulations for building or land use. Said matters are not a matter of title insurance. If such non-title insurance matters are shown, they are shown as a courtesy only, without the expectation that all such matters have been shown.