

When recorded return to:

Ross M. May and Emily Kistler  
31 S Bellflower Rd  
Bothell, WA 98012

GNW 22-16627

## STATUTORY WARRANTY DEED

THE GRANTOR(S) Eric Cruger, as his separate estate, 33115 State Route 530 Northeast, Arlington, WA 98223,

for and in consideration of **ten dollars and other valuable consideration**

in hand paid, conveys, and warrants to Ross M. May and Emily Kistler, husband and wife

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 149, 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): P63699

Dated: 9/2/22

Eric Cruger

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20223675

Sep 06 2022

Amount Paid \$1029.00  
Skagit County Treasurer  
By Josie Bear Deputy

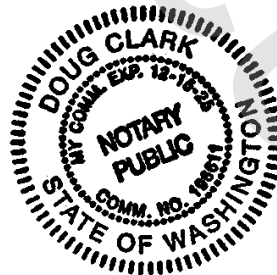
STATE OF WASHINGTON  
COUNTY OF SKAGIT

This record was acknowledged before me on 2<sup>nd</sup> day of September, 2022 by Eric Cruger.

Doug Clark  
Signature

Notary Public  
Title

My commission expires: 12-15-25



Statutory Warranty Deed  
LPB 10-05

Order No.: 22-16627-KH

Page 1 of 3

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Property Address: 0 Acorn Lane, L149, Marblemount, WA 98267  
Tax Parcel Number(s): P63699

**Property Description:**

Lot 149, "CASCADE RIVER PARK NO. 1, as per plat recorded in Volume 8 of Plats, pages 54 through 59, inclusive, records of Skagit County, Washington.

Statutory Warranty Deed  
LPB 10-05

Order No.: 22-16627-KH

Page 2 of 3

**EXHIBIT B**

22-16627-KH

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 Plat of Cascade River Park No. 1 recorded August 21, 1963 as Auditor's File No. 639857

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

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

13. 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.[8108120027 & 8305240010]

14. 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."

15. 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.

16. 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.)

17. 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.

18. 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.

Statutory Warranty Deed  
LPB 10-05

Order No.: 22-16627-KH

Page 3 of 3