

202306140061

06/14/2023 01:03 PM Pages: 1 of 5 Fees: \$207.50  
Skagit County Auditor, WA

When recorded return to:

Alice Clare Watts  
63514 West Cascade Way  
Marblemount, WA 98267

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

Affidavit No. 20236894

Jun 14 2023

Amount Paid \$5605.00  
Skagit County Treasurer  
By Lena Thompson Deputy

## STATUTORY WARRANTY DEED

Guardian NW Title 23-18445-TB

THE GRANTOR(S) Trevor Michael Eiler and Leslie Denise Eiler, a married couple, 60962 State Route 20, Marblemount, WA 98267,

for and in consideration of ten dollars and other valuable consideration

in hand paid, conveys, and warrants to Alice Clare Watts, an unmarried person

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

Lots 57 and 58, CASCADE RIVER PARK NO. 2, according to the plat thereof, recorded in Volume 9 of Plats, pages 20 and 21, records of Skagit County, Washington.

Abbreviated legal description: Property 1:  
Lots 57 & 58, CASCADE RIVER PARK NO. 2

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 "A" attached hereto

Tax Parcel Number(s): P63858/3872-000-058-0000 & P63857/3872-000-057-0001

Statutory Warranty Deed  
LPB 10-05

Order No.: 23-18445-TB

Page 1 of 5

Dated: 06/13/2023

Trevor Michael Eiler

Trevor Michael Eiler

Leslie Denise Eiler

Leslie Denise Eiler

STATE OF WASHINGTON  
COUNTY OF SKAGIT

This record was acknowledged before me on 13 day of June, 2023 by Trevor Michael Eiler and Leslie Denise Eiler.

Kyle Beam

Signature

Notary

Title

My commission expires: 09/11/2023

KYLE BEAM  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION # 210008  
COMMISSION EXPIRES 09/11/2023

This notarial act involved the use of communication technology

**EXHIBIT A**

23-18445-TB

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
3. (A) Unpatented mining claims.  
(B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof.  
(C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B), or (C) are shown by the public records.  
(D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
4. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
5. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.  
  
(Said Exception will not be included on Extended Coverage Policies)
6. Easements, claims of easement or encumbrances which are not shown by the public records.  
  
(Said Exception will not be included on Extended Coverage Policies)
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.  
  
(Said Exception will not be included on Extended Coverage Policies)
8. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records. (Said Exception will not be included on Extended Coverage Policies)
9. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for the value the escrow or interest or mortgage(s) thereon covered by this Commitment.  
  
(Said Exception will not be included on Standard or Extended Coverage Policies)
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 Cascade River Park No. 2 recorded May 17, 1966 as Auditor's File No. 682848.

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

Statutory Warranty Deed  
LPB 10-05

Statement" or "Resale Certificate".

11. Restriction contained in Deed recorded March 17, 1975, under Auditor's File No. 814713, as follows: "Use of said property for residential purposes only."

12. Terms and conditions of that certain unrecorded right-of-way agreement for use of logging roads in transportation of logs over and across existing logging roads, the exact location of which roads is not disclosed on the record, together with rights of second party to construct, etc., additional logging roads, dated September 24, 1945, made between Bradsberry Timber Co., a corporation, and Bellingham Plywood Corporation, a corporation, as disclosed by that certain instrument recorded September 15, 1952 under Auditor's File No. 479844. All rights acquired by the said Bellingham Plywood Corporation assigned to Eclipse Lumber Company, Inc., a Washington corporation, by Assignment dated July 15, 1948 and recorded under Auditor's File No. 479844.

13. AGREEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

Between: Bradsberry Timber Co., a Corporation

And: John S. Pankratz

Dated: September 10, 1946

Recorded: July 26, 1954

Auditor's File No.: 504382

Purpose: For use of logging roads in transportation of logs over and across existing logging roads, the exact location of which is not disclosed on the record, together with rights of second party to construct, etc., additional logging roads.

14. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

In Favor Of: State of Washington

Purpose: Road purposes

Dated: December 3, 1964

Recorded: January 13, 1965

Auditor's No.: 660830

Area Affected: A strip of land, 60 feet in width, 30 feet of such width on each side of the centerline of existing roadways over said premises and other property, the exact location of which is not disclosed on the record.

15. EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

In Favor Of: Georgia-Pacific Corporation

Purpose: Road purposes

Dated: December 16, 1964

Recorded: January 14, 1965

Auditor's No.: 660901

Area Affected: A strip of land 60 feet in width, 30 feet of such width on each side of the centerline of existing roadways over said premises and other property, the exact location of which is not disclosed on the record

16. Provision contained in various 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 nonprofit 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

Statutory Warranty Deed  
LPB 10-05

Order No.: 23-18445-TB

Page 4 of 5

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."

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

18. 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.)

**End of Exhibit A**