

WHEN RECORDED RETURN TO:
Name: Ina Ruth Schultz
Address: 63660 Marblemount Way
Marblemount, WA 98267



201808060160

08/06/2018 02:59 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

Land Title and Escrow

01-168107-0

Escrow Number: 739531RT
Filed for Record at Request of: *Rainier Title, LLC*

STATUTORY WARRANTY DEED

THE GRANTOR(S), Scott Burgess and Patricia L Burgess, a married couple, on August 6, 2003 and all times since, for and in consideration of Ten dollars and Zero cents (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to Ina Ruth Schultz, an unmarried woman the following described real estate, situated in the County of Skagit, State of Washington:

Lot 36, Cascade River Park No. 2, as per plat recorded in Volume 9 of Plats, pages 20 and 21, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Situate in the County of Skagit, State of Washington.

Subject to: See attached Exhibit A, which is made a part hereof by this reference.

Abbreviated Legal: Lot 36, Cascade River Park No. 2

Tax Parcel Number(s): P63836

Dated: August 1, 2018

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20183462
AUG 06 2018

Amount Paid \$ 2497.00
Skagit Co. Treasurer
By *BT* Deputy

Signature and Notary follow on next page

This page is attached to and made a part of the Statutory Warranty Deed

Scott Burgess
Scott Burgess
Patricia L Burgess
Patricia L Burgess

STATE OF Washington
COUNTY OF Snohomish ss.

I certify that I know or have satisfactory evidence that **Scott Burgess and Patricia L Burgess** is/are the person(s) who appeared before me, and said person acknowledged that he/she (they) signed this instrument and acknowledged it to be his/hers/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: August 3, 2018

Joy Edwards
Name: Joy Edwards
Notary Public in the State of WA
Residing in Fruit
My Commission Expires: 12.15.18

JOY EDWARDS
Notary Public
State of Washington
My Commission Expires
December 15, 2018

Exhibit A

Subject To:

Schedule "B-1"

01-168107-O

EXCEPTIONS:

- A. Unrecorded Right-Of-Way Agreement 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, records of Skagit County, Washington.

All rights acquired by the said Bellingham Plywood Corporation, assigned to Eclipse Lumber Company, Inc., a Washington corporation, under Assignment dated July 15, 1948, and recorded under Auditor's File No. 479844, records of Skagit County, Washington.

B. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF

Between: Bradsberry Timber Co., a corporation
And: John S. Pankratz
Recorded: July 26, 1954
Auditor's No.: 504382
Providing: For construction and maintenance of logging roads

C. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: State of Washington
Purpose: Road purposes
Area Affected: Affects portion of subject property and other lands
Dated: December 3, 1964
Recorded: January 13, 1965
Auditor's No.: 660830

D. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Georgia-Pacific Corp., a Georgia corporation
Purpose: Road purposes
Area Affected: Affects portion of subject property and other lands
Dated: December 16, 1964
Recorded: January 14, 1965
Auditor's No.: 660901

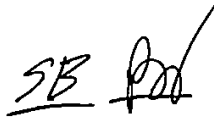


Exhibit A continued**E. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS, AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT, AS FOLLOWS:**

Plat/Short Plat: Cascade River Park No. 2
Recorded: May 17, 1966
Auditor's No.: 682848 (Vol. 9 of Plats, pages 20-21)

F. DEDICATION AND THE TERMS AND CONDITIONS THEREOF:

Recorded: May 30, 1979, August 12, 1981 and May 24, 1983
Auditor's Nos.: 7905300013, 8108120027 and 8305240010

G. Any question that may arise due to shifting or changing in course of the Cascade River.**H. Provisions contained in various instruments of record in which Cascade River Development Company was the grantor, as follows:**

1. It is agreed by the parties hereto, that the said property herein described shall be subject, but not limited, to the following restrictions:
 - a. No garbage, waste, materials or obnoxious matters to be thrown or allowed to drain into the waters of the Cascade River or its tributaries.
 - b. No commercial enterprises to be allowed on property covered by this contract.
2. It is agreed that none of the property embraced in this contract shall be used, or the buildings 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.
3. This contract for deed is subject to reservations, restrictions, and easements of record and subject to annual maintenance dues of Cascade River Community Club, Inc., which shall not exceed \$2.00 per month, which the purchaser herein agrees to pay. The dues are payable yearly in advance on July 1st of each year.
4. Purchasers covenant and agree that the above described real estate shall be subject to the charges and assessments 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 sums as the court may adjudge reasonable attorney's fees in such action. The undersigned hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cascade River Community Club, Inc. This provision is a covenant running with the land and is binding on the purchasers, their heirs, successors and assigns.

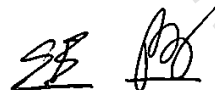


Exhibit A continued**I. LOT CERTIFICATION AND THE TERMS AND CONDITIONS THEREOF:**

Recorded: October 26, 2012
Auditor's File No.: 201210260137

J. TITLE NOTIFICATION, AND THE TERMS AND CONDITIONS THEREOF:

Between: Skagit County
And: Scott Burgess
Recorded: April 10, 2013
Auditor's File No.: 201304100054

Regarding:

This parcel lies within an area or within 500 feet of land designated as natural resource land (agricultural, forest or mineral resource land of long-term commercial significance) by 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 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 lands operation when performed in compliance with best management practices and local, state and federal law. In the case of mineral lands, application might be made for mining-related activities including extraction, washing, crushing, stockpiling, blasting, transporting and recycling of minerals. If you are adjacent to designated natural resource lands, you will have setback requirements from designated natural resource lands consistent with SCC 14.16.810.

AB PS