

Filed for Record at the Request of:  
**BETTS AUSTIN JOHNSON, P.L.L.C.**  
1616 Cornwall Avenue, Suite 209  
Post Office Box 2788  
Bellingham, WA 98227-2788



200208190181  
Skagit County Auditor

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Document Title: **Statutory Warranty Deed**

Reference Number of Related Document: N/A

Grantor: **JOHN WINCHESTER, a single man**

Grantee: **JOHN WINCHESTER and MARCIA S. NEWELL, Trustees of the  
GLORIA BROSCART TRUST**

Abbreviated legal: **LOT 23, "CEDARGROVE ON THE SKAGIT" AS PER PLT REC  
VOL 9 PLTS, PGS 48-51**

Assessor's tax Parcel ID #: **3877-000-023-0007 / P64084**

#3781/#3782  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 19 2002

Amount Paid \$  
Skagit Co. Treasurer

**STATUTORY WARRANTY DEED**

By  Deputy

The GRANTOR, JOHN WINCHESTER, a single man, for and in consideration of transfer to an irrevocable family trust, conveys and warrants to JOHN WINCHESTER and MARCIA S. NEWELL, Trustees of the GLORIA BROSCART TRUST, all if his interest in the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title:

Legal description attached hereto at Exhibit "A".



## EXHIBIT "A"

Lot 23, "CEDARGROVE ON THE SKAGIT", as per plat recorded in Volume 9 of Plats, pages 48 through 51, inclusive, records of Skagit County, Washington.

Situate in the county of Skagit, State of Washington.

Subject to PUD Water Assessment No. 10 in the original amt. of \$2,929.01.

Subject to:

### EXCEPTIONS:

- A. Right granted to the public in the dedication of the plat to make all necessary slopes for cuts and fills and the right to continue to drain said roads and ways over and across any lot or lots where water might take a natural course in the original reasonable grading of the roads and ways shown hereon. Following original reasonable grading of roads and ways hereon no drainage waters on any lot or lots shall be diverted or blocked from the natural course so as to discharge upon any public road right-of-way to hamper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot as may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.
- B. Restrictions as contained on the face of the Plat, as follows:
- "1. All lots shall be subject to an easement 5 feet in width parallel with and adjacent to all lot lines for purposes of utilities and drainage.
  2. Septic tanks and drain fields shall not be constructed Northerly of a line 75 feet Southerly of the 185 foot contour (U.S.G.S. U.S.I.) on Lots 18 through 50 as shown on the face of this plat.
  3. No building structure or fill shall be constructed below the 185 foot contour (U.S.G. U.S.I.) on Lots 18 through 50.
  4. An easement 40 feet in width parallel with, adjacent to and above the mean high water line is reserved for flood protection purposes on Lots 18 through 50.
  5. Minimum building and accessory structure setback lines as specified by Skagit County shall be adhered to on all lots in this plat."
- C. Easement provision on the face of the Plat, as follows:
- "An easement is hereby reserved under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 5 feet of side boundary lines of all lots for utility and drainage purposes."
- D. Conditions and restrictions contained in various contracts are deeds of record, as follows:



"Grantees 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 By-Laws of the Cedargrove Maintenance Co., a non-profit, 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. The grantee hereby acknowledges receipt of copies of said Articles of Incorporation and By-Laws of the Cedargrove Maintenance Co. This provision is a covenant running with the land and is binding to the grantee, their heirs, successors and assigns.

**SUBJECT TO:**

- a. Restrictions, reservations, agreements and easements of record and as shown on the face of said record plat.
- b. Use of said property for residential purposes only.
- c. Questions that may arise due to shifting of the Skagit River."

**NOTE:** The face of the plat provides, as follows:

Skagit County shall not be responsible for flood control improvements. A 40 foot flood control easement shall be established and maintained on all waterfront lots, with ingress and egress rights for flood control purposes. The 40 foot easement is as measured from the mean high water line.

- E. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.
- F. Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Skagit River.
- G. Right of the State of Washington to that portion of the subject property, if any, lying in the bed of or the former bed of the Skagit River.
- H. **CONDITIONAL USE PERMIT AND THE TERMS AND CONDITIONS THEREOF**

Permit No.:	CU-83-014
Recorded:	July 26, 1984
Auditor's File No.:	8407260002
Regarding:	Reference is hereby made to the record for full particulars

EXHIBIT\BFILES\CLIENTS\BROSCHART, GLORIA



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