

Recording Requested by And  
When Recorded Mail to:  
Cook Berst Landeen & Butler  
407 AGC Building  
1200 Westlake Avenue North  
Seattle, WA 98109



200308050257  
Skagit County Auditor

8/5/2003 Page 1 of 3 2:06PM

Grantor: Signe A. Hendrickson  
Grantees: Kristy J. Hendrickson and Karen Follman  
Legal Description: Tract 9 Driftwood Tracts of Guemes Island, according to plat in Volume 6 of  
Plats, Skagit County, WA, page 15  
Assessor's Tax Parcel ID#: Parcel ID P65124  
Xref ID: 3905-000-009-0001

## STATUTORY WARRANTY DEED

THE **GRANTOR**, Signe A. Hendrickson, for and in consideration of love and affection, conveys and warrants in equal shares, share and share alike, to **GRANTEES**, Kristy J. Hendrickson and Karen Follman, the following described real estate, situated in the County of Skagit, State of Washington:

Lot Nine (9) of Driftwood Tracts, Guemes Island, according to plat thereof, recorded in the office of the Skagit County Auditor, in Vol. Six (6) of Plats at page 15, TOGETHER WITH Second Class Tide Lands fronting and abutting thereon.

SUBJECT TO the easement for construction of a drainage ditch along and over the East Ten (10) feet of said Lot Nine (9) in said plat, as reserved to John A. Ervine and Ruth M. Ervine, their heirs, successors, and assigns, in the Statutory Warranty Deed dated February 8, 1958, and recorded in Volume 292, Page 658, records of Skagit County, under Recording No. 562144, said drainage ditch to be used by the Grantors John J. Ervine and Ruth M. Ervine, their heirs, successors, and assigns, and all other persons then owning or thereafter acquiring any right, title, or interest to any and all property within said plat of Driftwood Tract, Guemes Island, and within Government Lot 4, Section 2, Township 35 North, Range 1 E.W.M.

PROVIDED FURTHER the Grantor also grants to the Grantees an undivided interest in Tracts A and B in said Driftwood Tract plat, which said interest shall be proportionate to the total number of persons owning, or hereafter acquiring property or a right, title, or interest in property in said Driftwood Tracts and said Government Lot Four (4), together with the right to connect any dwelling presently or hereinafter constructed upon said Lot Nine (9) of said plat with the

water main carrying water from said Tract B, and the right to use such water, which right, however, is limited solely to the use of said water for drinking and cooking purposes and not for general domestic or irrigational purposes; it being expressly understood and agreed that the right to use said water shall be joint and equal with the right to all other persons owning or hereafter acquiring property in said Government Lot Four (4). PROVIDED FURTHER, it is expressly understood and agreed that the said rights herein granted in said Tracts A and B by the Grantor to the Grantees and in the said water system herein referred to shall not be subject to alienation by the Grantees, their heirs, successors, or assigns, except when conveyed as an appurtenance to said Lot Nine (9) in said Driftwood Tract, or to a lot located in said Driftwood Tracts or in said Government Lot Four (4).

It is expressly understood and agreed that the above described real property, said Lot Nine (9) of said plat, is subject to the restriction, and said Grantees expressly covenant with the Grantor that no open sewage shall ever be permitted upon said Lot Nine (9), or that portion of the said Lot Nine (9) reserved by the Grantor, or upon said Tracts A and B in said plat, and that if the Grantees violate this restrictive covenant, which said covenant shall run with the land herein described, then, and in that event, any other owner of property, or a right, title, or interest in property situated in said Driftwood Tracts or said Government Lot Four (4) may bring an action in a Court of competent jurisdiction to enforce this restrictive covenant, or seek damages for the violation thereof.

IN WITNESS WHEREOF, the Grantor has affixed her signature hereto this \_\_\_\_\_ day of July 25, 2003.

Signe A. Hendrickson  
Signe A. Hendrickson

# 3875  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

AUG 04 2003

Amount Paid \$  
Skagit Co. Treasurer  
By [Signature] Deputy



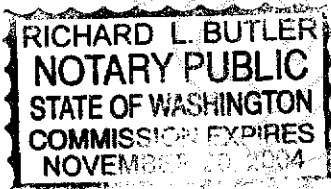
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STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me Signe A. Hendrickson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of July, 2003.



*Richard L. Butler*

Notary Public in and for the State of Washington, residing at Seattle  
Commission Expires \_\_\_\_\_

**GRANTEES' ACCEPTANCE AND HOLD HARMLESS AGREEMENT**

KIRSTY J. HENDRICKSON and KAREN FOLLMAN, Grantees herein, accept the Described Property. Grantees further agree to be bound by the covenants and promises herein, as well as Signe A. Hendrickson's promises and covenants in the Statutory Warranty Deed dated February 8, 1958, and the Grantees further agree to hold harmless and indemnify Signe A. Hendrickson against any actions brought against her for alleged violations of the restrictive covenants contained in the February 8, 1958 Statutory Warranty Deed.

IN WITNESS WHEREOF, the Grantees have affixed their signatures hereto this 25<sup>th</sup> + 30<sup>th</sup> day of July, 2003.

*Kristy J. Hendrickson* 7/25/03  
Kristy J. Hendrickson

*Karen L. Follman* 7-31-03  
Karen Follman

