


When recorded return to:
Tom C Benton and Betty A Benton
48077 Hall Ave E
Edwall, WA 99008


201809280023
09/28/2018 09:08 AM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

Filed for record at the request of:



CHICAGO TITLE
COMPANY OF WASHINGTON

425 Commercial St
Mount Vernon, WA 98273

Escrow No.: 620036126

CHICAGO TITLE
620036126

STATUTORY WARRANTY DEED

THE GRANTOR(S) John Henning, Personal Representative of the Estate of Rollin V. Potter
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration
in hand paid, conveys, and warrants to Tom C Benton and Betty A Benton, a married couple

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

The South 143 feet of Lots 93 and 94, as measured along the Westerly line thereof, "PLAT OF
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.

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): P64160 / 3877-000-094-0001,

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2018-09-28
SEP 28 2018

Amount Paid \$
Skagit Co. Treasurer
By *MA* Deputy

STATUTORY WARRANTY DEED
(continued)

Dated: September 18, 2018

John Henning, Personal Representative of the Estate of Rollin V. Potter

BY: *John Henning*

John Henning

State of Montana
County of Gallatin

I certify that I know or have satisfactory evidence that John Henning

is/are the person(s) who appeared before me, and said person acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was authorized to execute the instrument and acknowledged it as the Personal Representative of Estate of Rollin V. Potter to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 25, 2018

Holly A Jones
Name: Holly A. Jones
Notary Public in and for the State of Montana
Residing at: Bozeman MT
My appointment expires: 12/15/18

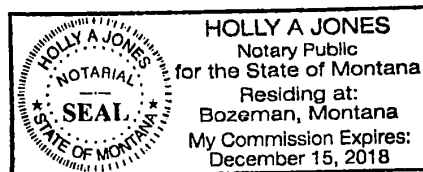


EXHIBIT "A"

Exceptions

1. Reservation contained in instrument(s):
 Recorded: September 23, 1939
 Auditor's No(s).: 317248, records of Skagit County, Washington
 Executed by: The Federal Land bank of Spokane, a corporation
 As follows: Reserving 50% of all minerals including oil and gas, in or under said land

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Cedargrove on the Skagit:

 Recording No: 715090

3. Covenants, conditions, and restrictions contained in instrument(s), but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law;
 Recorded: February 2, 1973
 Auditor's No(s).: 780159 and 780160, records of Skagit County, Washington
 Executed By: Skagit River Development Co.
 As Follows: Use of said property for residential purposes only

4. By-laws of Cedargrove Maintenance Company, including the terms, covenants and provisions thereof;

 Recording Date: April 14, 1994
 Recording No.: 9404140020

 Modification(s) of said by-laws;

 Recording Date: November 2, 1995 and February 12, 1997
 Recording No.: 9511020058 and 9702120073

5. Any unpaid assessments or charges and liability to further assessments or charges, for which a lien may have arisen (or may arise), all as provided for in instrument set forth below:

 Imposed by: Cedargrove Maintenance Company
 Recording Date: April 14, 1994
 Recording No.: 9404140020

 Modification(s) of said covenants, conditions and restrictions

EXHIBIT "A"

Exceptions
(continued)

Recording Date: November 2, 1995, February 12, 1997 and June 6, 2002
Recording No.: 9511020058, 9702120073 and 200206060084

6. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 11, 2007
Recording No.: 200712110047

Modification(s) of said covenants, conditions and restrictions

Recording Date: November 21, 2008, October 8, 2009, October 7, 2011 and May 24, 2016
Recording No.: 200811210102, 200910080108, 201110070050 and 201605240048

7. Cedargrove Maintenance Company By-Laws;

Recording Date: September 11, 2006
Recording No.: 200609110132

Amendment thereto;

Recording Date: April 4, 2011, October 7, 2011 and October 3, 2013
Recording No.: 201104040113, 201110070051 and 201310030026

8. Record of Survey

Recording Date: May 9, 1995
Recording No.: 9505090061
Affects: Said premises and other property

9. Boundary Line Adjustment deed including the terms, covenants and provisions thereof

Recording Date: September 11, 2007
Recording No.: 200709110115

10. RESERVATIONS CONTAINED IN DEED executed by Norman D. Campbell and Christl Campbell, husband and wife including the terms, covenants and provisions thereof

Recording Date: October 31, 2007
Recording No.: 200710310015

EXHIBIT "A"Exceptions
(continued)

"Grantor hereby reserves unto themselves, their heirs, successors and assigns, a non-exclusive easement for the existing water line, together with rights to repair and maintain the same five feet on either side of the existing water line, whose location approximately follows the original lot lines of Lots 93 and 94. Grantee agrees that if it becomes necessary at any time in the future to relocate said water line to accommodate the construction of a building or for any other reasons; Grantee agrees to pay for any and all costs associated with such relocation. Such agreement and easement shall inure to the benefit of Grantor and be a covenant running with the land."

11. City, county or local improvement district assessments, if any.
12. Assessments, if any, levied by Cedargrove Maintenance Company.