

RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 6

SEC. 10, T. 34 N. R. 1 E. W. M.

SHEET 1 OF 2.

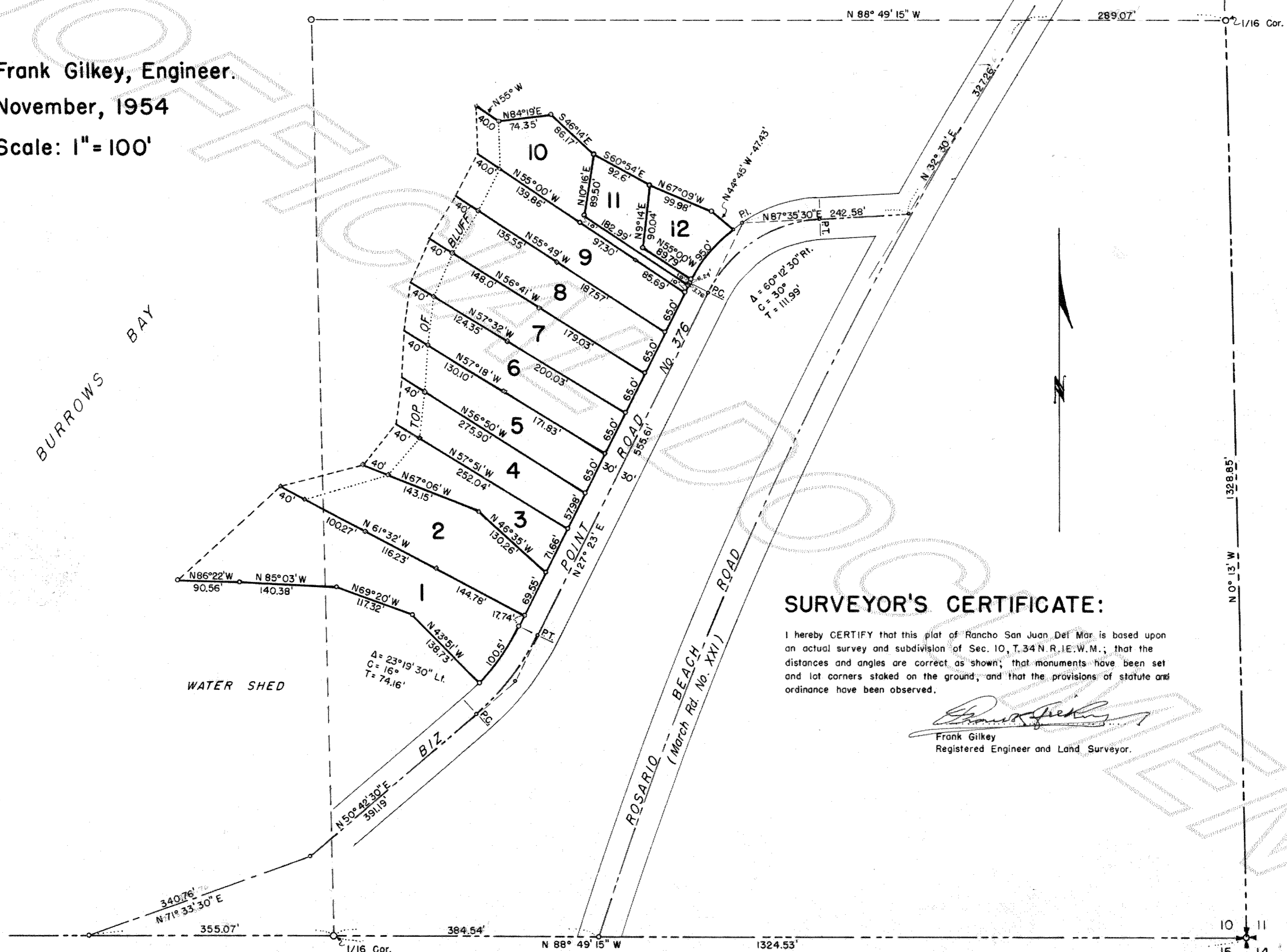
Frank Gilkey, Engineer.

November, 1954

Scale: 1" = 100'

BURROWS BAY

WATER SHED



SURVEYOR'S CERTIFICATE:

I hereby CERTIFY that this plat of Rancho San Juan Del Mar is based upon an actual survey and subdivision of Sec. 10, T. 34 N. R. 1 E. W. M.; that the distances and angles are correct as shown; that monuments have been set and lot corners staked on the ground; and that the provisions of statute and ordinance have been observed.

Frank Gilkey
 Frank Gilkey
 Registered Engineer and Land Surveyor.

RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 6

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SEC. 10, T. 34 N. R. 1 E. W. M.

SHEET 2 OF 2.

DESCRIPTION:

This plat of RANCHO SAN JUAN DEL MAR, SUBDIVISION No. 6, embraces the following described lands, to wit:
Beginning at a point on the Westerly right-of-way line of the Biz Point Road (No. 376) thru Gov't Lots 3 & 4, in Sec. 10, T. 34 N. R. 1 E. W. M., 388.32 ft. North and 1104.71 ft. West of the SE corner of said Sec. 10; thence, Northeasterly on said road right-of-way line following a 16° curve to the left, 100.5 ft. to the P.T. of said curve; thence N 27° 23' E along said road right-of-way line 555.61 ft. to the P.C. of a 30° curve to the right; thence following said 30° curve 101.24 ft.; thence N 44° 45' W 47.43 ft.; thence N 67° 09' W 99.98 ft.; thence N 60° 54' W 92.60 ft.; thence N 46° 14' W 86.17 ft.; thence N 55° W 40.0 ft. to a point which is 40 ft. West of a bluff; thence following Southerly along said Bluff and 40 ft. Westerly thereof to a point which is 547.41 ft. North and 1540.87 ft. West of the SE corner of Sec. 10; thence S 86° 22' E 90.56 ft.; thence S 85° 08' W 140.38 ft.; thence S 69° 20' E 117.32 ft.; thence S 43° 51' W 138.73 ft. to the point of beginning.

TITLE CERTIFICATE:

We, the undersigned, do hereby CERTIFY that the lands herein described are vested in Orville B. McCorkle and Esther M. McCorkle, his wife, in fee simple, subject to unpaid local improvement assessments, if any, and subject further to the following encumbrances: *Easement to Puget Sound Power & Light Company for the purpose of erecting, etc, electric transmission line, recorded under auditors file No. 491793, records of said County.*
In testimony whereof The *SKAGIT - ISLAND, ISLAND COUNTIES TITLE Co.* has caused its corporate name to be hereunto subscribed and its corporate seal to be affixed this *24* day of *November* 195*4*, at *8* o'clock *A.* M.

SKAGIT - ISLAND COUNTIES TITLE COMPANY
[Signature]
Mgr.

TREASURER'S CERTIFICATE:

I hereby CERTIFY that all taxes heretofore levied, and which have become a lien upon the lands herein described, have been fully paid and discharged, according to the records of my office, up to and including the year of 195*5*.

Mrs. B. Ellis
Treasurer, Skagit County, Wash.

APPROVALS:

Examined and approved this *31* day of *December*, 195*4*.

H. O. Walberg
Engineer, Skagit County, Wash.

Examined and approved by the Board of County Commissioners of Skagit County, Wash., this *3* day of *JANUARY*, 195*5*.

Lowell R. Hughes
Chairman of the Board

Attest:

E. Danielson
County Auditor and Ex-Officio
Clerk of the Board.

RECORD:

Filed for RECORD at the request of *O. B. McCorkle* on this *3rd* day of *JANUARY*, 195*5*, at *44* minutes past *12* o'clock *P.* M., and recorded in Volume *7* of PLATS at Page *28*, Records of Skagit County, Wash.

E. Danielson
Auditor, Skagit County, Wash.

DEDICATION AND RESTRICTIONS:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Orville B. McCorkle and Esther M. McCorkle, his wife, owners in fee simple of the land hereby platted, do hereby declare this plat to be known as RANCHO SAN JUAN DEL MAR, SUBDIVISION No. 6, and dedicate to the use of the public forever, all streets, avenues, and sewer easements or whatever public property there is shown on this plat and the use thereof for any and all public purposes not inconsistent with the use thereof for public highway purposes; and subject to: Rights of the public to make all necessary slopes for cuts and fills upon the lots, blocks, or tracts shown on the plat in the reasonable original grading of all the streets and avenues shown thereon; also easements for roads, water mains, and power lines on such lots, blocks, or tracts as is necessary for ingress and egress to adjacent lots, blocks or tracts; and also the right to drain all streets over and across any lot or lots where water might take a course after the streets are graded. All lots, tracts, or parcels of land embraced in this plat are subject to and shall be sold only under the following RESTRICTIONS:

No permanent structure or building shall be constructed on any lot, tract or parcel of this plat or adjoining property as designated which does not conform to Skagit County Zoning Regulations.
No person of any race other than the White or Caucasian race (Gentiles only) shall own or occupy any building or any lot except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant. Furthermore, only one main residence to each lot; i.e., no lot, tract or portion of lot or tract of this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of such lot shall be less than the original lot or tract as dedicated.
Also subject to the following restrictive covenants: The lots or tracts herein to be sold shall be used for dwelling property only and no part thereof shall be used for any dance hall, store, amusement resort or for any commercial purpose of any kind or nature whatsoever.
Main residence to cost not less than \$2,500, and any dwelling or structure erected or placed upon any lot in this subdivision shall be completed as to external appearances within one year from the date of commencement of construction. All residence units shall be connected to a septic tank.
No building or structure shall be built or constructed any nearer than seventy feet from the outer boundary line of the lot, to wit, the boundary line nearest the waters of Puget Sound; provided that this restriction shall apply only to Lots 3 to 10, inclusive.

The purchaser agrees to participate and share in all costs of installation and maintenance of a non-profit community water system, if and when said non-profit community water system is established.
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, until Jan. 1, 1975, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any person or persons owning property in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violations. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF We have hereunto set our hands and seals this *29* day of *November*, 195*4*.

Orville B. McCorkle
Esther M. McCorkle

ACKNOWLEDGEMENT:

State of Washington
County of Skagit S.S.

THIS IS TO CERTIFY That on this *29th* day of *November*, 195*4*, before me, the undersigned, a Notary Public, personally appeared Orville B. McCorkle and Esther M. McCorkle, to me known to be the persons who executed the foregoing dedication, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.
Witness my hand and official seal the day and year first above written.

Carl A. Maw
Notary Public in and for the State of
Washington, residing at *Mount Vernon*

