

AFTER RECORDING RETURN TO:

William R. Allen
504 East Fairhaven, Suite 201
Burlington, WA 98233



200003230060

Kathy Hill, Skagit County Auditor
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Abbrev. Leg. Ptn of S1/2 of S1/2 of SE1/4 of NE1/4 of Sec. 14, T34N, R3E, WM
Tax Acct. Nos. 340314-0-012-0007/ P21851
Grantor. Ferguson, Phillip and Patricia
Grantor/Grantee. Wynne, Philip

AGREEMENT REGARDING BOUNDARY LINE AND EASEMENT GRANT

RECITALS

PARTIES. The parties to this agreement and easement grant are: Phillip R. Ferguson and Patricia J. Ferguson, husband and wife, hereafter referred to as "Ferguson," and Philip Yale Wynne, as his separate estate, hereafter referred to as "Wynne."

PROPERTY.

Fergusons are owners of property fully described on EXHIBIT A, which is attached hereto and by this reference incorporated herein, hereafter described as "the Ferguson property."

Wynne is owner of property fully described on EXHIBIT B, which is attached hereto and by this reference incorporated herein, hereafter described as "the Wynne property."

SURVEY. A survey recently conducted by Ferguson has disclosed to the parties that Wynne's fence encroaches on a portion of Ferguson's property. A portion of the survey is attached hereto as EXHIBIT C. As disclosed by the survey, the fence runs north and south, from a point on the north line of Ferguson's property that is approximately 8.7 feet east of the northwest corner of Ferguson's property, thence southerly a distance of approximately 205 feet, terminating at a point approximately 0.5 feet east of the west line of Ferguson's property.

PURPOSE.

By this instrument, the parties intend to agree that the property line between their properties is the line as described on the legal descriptions on Exhibits A and B, attached hereto, and as shown on the illustration attached as Exhibit C, and not the fence line. They also intend to grant an easement to Wynne to maintain the fence in its current position for up to twenty years, or until such time as the fence is removed or replaced,

whichever occurs first, at which time the replacement fence, if any, shall be constructed on the property line as described in their legal descriptions.

AGREEMENT AND GRANT

THEREFORE, in consideration of the mutual covenants and mutual benefits to the parties, it is agreed:

1. Fergusons will allow the fence referenced above and depicted on Exhibit C, attached hereto, to remain until such time as the fence is removed or replaced, but not longer than twenty years from the date this agreement is executed.
2. The fence line shall not constitute the boundary line between the two properties described on Exhibits A and B. The boundary line between the Ferguson property and the Wynne property shall be as described in the legal descriptions on said Exhibits A and B, and as shown on the illustration attached as Exhibit C.
3. The fence line shall not restrict Fergusons from building any structure as to building set backs required under zoning laws, building codes, or other public or private restrictions governing the two properties. Said set backs shall be measured from the property line as described in the legal descriptions of the two properties, and not from the fence line.
4. At such time as the fence is removed and/or replaced, any replacement of the fence shall be on the boundary line as described and shown on Exhibits A, B, and C, and not where the fence is currently located.
5. In consideration of these mutual covenants and agreements, Phillip R. Ferguson and Patricia J. Ferguson, hereby quit claim and grant to Philip Yale Wynne, as his separate estate, a temporary easement to keep and maintain the existing wood post and wire mesh fence in its current position, as shown on the illustration attached hereto as Exhibit C, and also a temporary easement in that portion of the Ferguson property lying west of the fence for lawn and garden purposes, for up to twenty years or until such time as the fence is removed or replaced, whichever occurs first. This easement shall automatically terminate twenty years from the date hereof or at such time as the fence is removed or replaced, whichever occurs first. If not removed earlier, the fence shall be removed within twenty years of the date hereof. Any replacement fence shall be constructed on the boundary line as described and shown on Exhibits A, B, and C.

COVENANTS TO RUN WITH LAND

The agreements and easement described herein are intended to run with the land and shall be binding on the parties hereto, their heirs, successors or assigns, and all subsequent owners thereof.

Dated March 20, 2000.

Phillip R. Ferguson
Phillip R. Ferguson

Patricia J. Ferguson
Patricia J. Ferguson

Philip Yale Wynne
Philip Yale Wynne

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that PHILLIP R. FERGUSON AND PATRICIA J. FERGUSON is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated March 20, 2000.



William R. Allen

Typed/printed notary name WILLIAM R. ALLEN

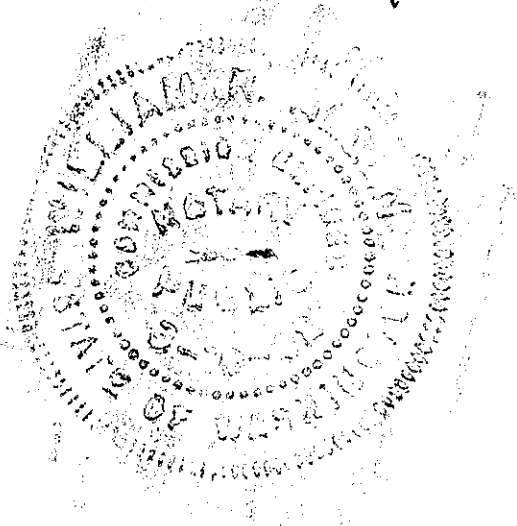
Residing at BURLINGTON

My appointment expires 3/10/02

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

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

Dated 3/21, 2000.



William R. Allen

Typed/printed notary name WILLIAM R. ALLEN

Residing at BURLINGTON

My appointment expires 3/10/02

EXHIBIT A
Ferguson Property

That portion of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 14, Township 34 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 569.06 feet East and 20 feet North of the Southwest corner of the Southeast Quarter of the Northeast Quarter;
Thence East along the North line of the county road a distance of 59.88 feet;
Thence North parallel with the West line of said Southeast Quarter of the Northeast Quarter a distance of 311.25 feet, more or less, to the North line of said South Half of the South Half of the Southeast Quarter of the Northeast Quarter;
Thence West along said North line a distance of 59.88 feet;
Thence South a distance of 311.36 feet, more or less, to the point of beginning.

Situate in Skagit County, Washington.

EXHIBIT B
Wynne Property

That portion of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section 14, Township 34 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point 489.06 feet East and 20 feet North of the Southwest corner of the Southeast Quarter of the Northeast Quarter;

Thence East along the North line of the county road a distance of 80 feet;

Thence North parallel with the West line of said Southeast Quarter of the Northeast Quarter a distance of 311.36 feet, more or less, to the North line of said South Half of the South Half of the Southeast Quarter of the Northeast Quarter;

Thence West along said North line a distance of 80 feet;

Thence South a distance of 311.51 feet, more or less, to the point of beginning.

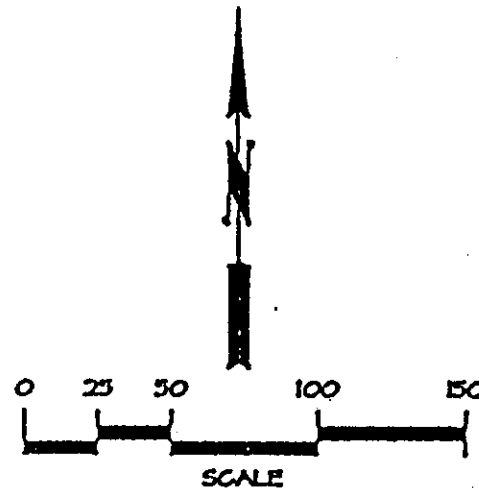
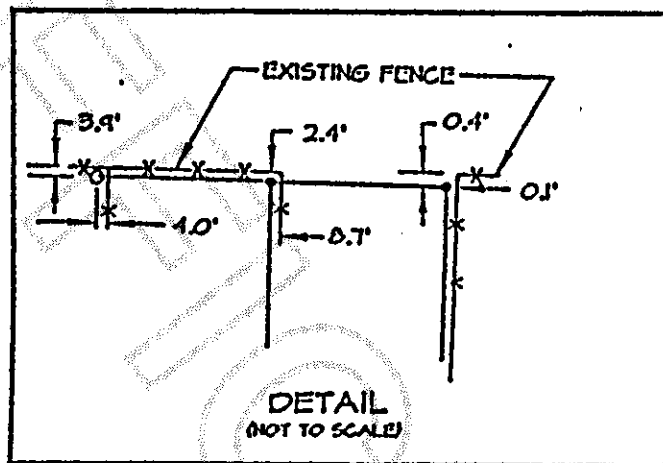
Situate in Skagit County, Washington.



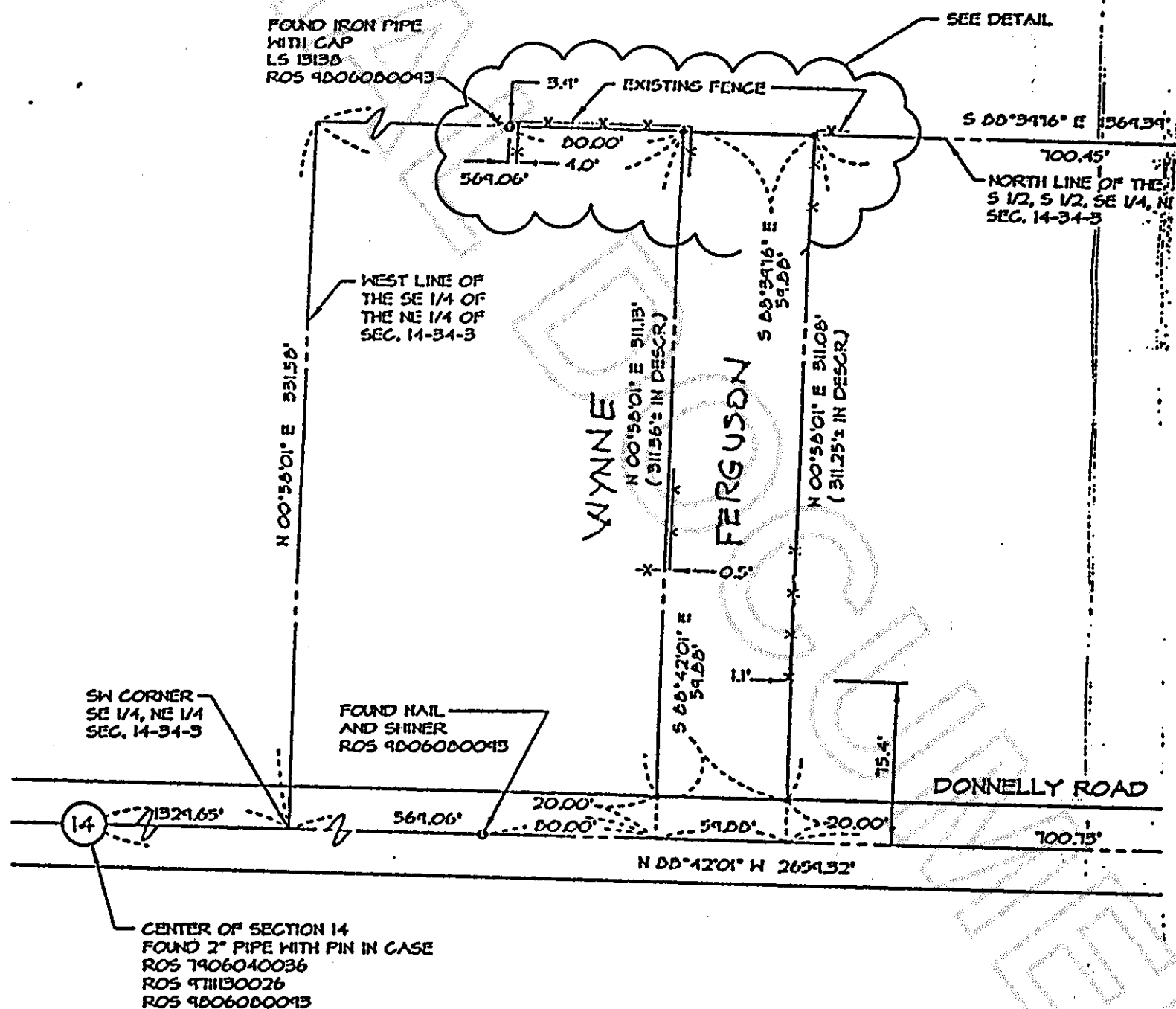
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