

AFTER RECORDING, RETURN TO:

**CRAIG SJOSTROM**

Attorney at Law

411 Main St

Mount Vernon, WA 98273

FILE NO. 00-062

SPACE FOR RECORDER'S USE



200009050004  
Skagit County Auditor

9/5/2000 Page 1 of 4 9:22:16AM

GRANTOR(S): (1) Allan E. Olson

GRANTEE(S): (1) Fredrick S. Martin  
(2) Margaret L. Martin

TAX PARCEL #'s: 4123-003-001-0007 (P73945) (Grantor)  
4123-004-008-0008 (P73954) (Grantee)

LEGAL DESCRIPTIONS: L/1 B/ "C" LaConner t/w N. 20' vac. Benton St. (Grantor)  
L/5,6,7,8 B/ "D" LaConner t/w vac. Benton St. (Grantee)

## ORIGINAL FENCE AGREEMENT

THIS AGREEMENT, by and between FREDRICK S. MARTIN & MARGARET L. MARTIN, h/w ("Martin"), and ALLAN E. OLSON ("Olson").

WHEREAS, Martin owns the following-described real property, located in the town of LaConner, Skagit County, Washington:

Lots 5, 6, 7 & 8, Block "D", map of LaConner, as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington, TOGETHER WITH that portion of vacated Benton Street, adjacent to the said Lots, according to Ordinance No. 299, passed July 5<sup>th</sup>, 1960 by the Town of LaConner and filed under Auditor's File No. 597261.

AND WHEREAS, Olson owns property contiguous to the Martin property and which is described as follows:

Lot 1, Block "C", Map of the Town of LaConner, as per plat recorded in Volume 2 of Plats, page 49, records of Skagit County, Washington, TOGETHER WITH that portion of the Northerly 20 feet of vacated Benton Street adjacent thereto which reverted to the said premises by operation of law.

AND WHEREAS, a concrete retaining wall runs along the common boundary between the Martin and Olson properties, and which is wholly located on the Martin property;

AND WHEREAS, Olson has recently commenced the construction of a fence along the common boundary with the Martin property, and has in connection therewith caused to be placed fence posts along the top of the retaining wall, which are affixed to the wall;

AND WHEREAS, Olson does not claim ownership of the retaining wall or any other portion of the Martin property;

AND WHEREAS the parties wish to resolve the issues of ownership and use of the portion of the Martin property occupied by the Olson fence;

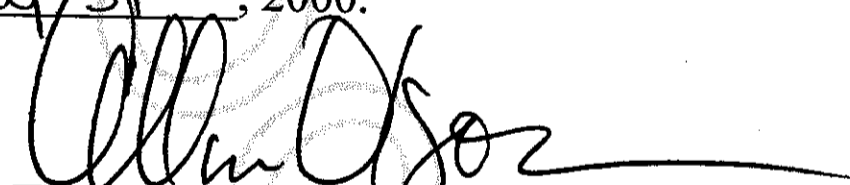
NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by all parties, IT IS HEREBY AGREED AS FOLLOWS:

1. Martin agrees to not object to the completion of the fence along the retaining wall, provided that no further encroachment onto the Martin property takes place, and further provided that Olson complies with all of the applicable town ordinances concerning construction of the structure.
2. Olson agrees that he shall make or assert no claim for ownership of the area occupied by the fence or any other structure constructed by them on or within the Martin property.
3. Olson recognizes that Martin owns the retaining wall. Martin shall be responsible for any maintenance thereof, to the same extent as would have been necessary had the fence not been built thereon. Olson shall be responsible for maintenance of the fence, and shall promptly repair any damage to the retaining wall not affecting its structural integrity which may have or will occur in the future as the result of the installation of the fence.
4. Martin hereby grants Olson a license for use of the portion of their property occupied by the Olson fence, revocable only upon the occurrence of any or all of the following events:
  - a. Failure by Olson to comply with the terms of this Agreement;

- b. It becoming necessary to rebuild or substantially alter the retaining wall, to maintain the structural integrity thereof; and/or
- c. It becoming apparent that the retaining wall has been or may to a reasonable certainty be damaged to such a degree as to negatively affect the structural integrity thereof by virtue of the installation of the fence posts or other structure thereon by Olson.
5. This Agreement shall be personal to the parties herein, shall not run with the land, and shall terminate when any one or more of the following events occur:
- a. Martin sells or transfers ownership of all or any portion of their property described above (including transfers by operation of law or through testamentary disposition);
- b. Olson sells or transfers ownership of all or any portion of his property described above (including transfers by operation of law or through testamentary disposition); and/or
- c. Martin revokes the license granted herein for any of the reasons set forth in paragraph 4 above.
6. This agreement was drafted by the attorney for Martin. Olson waives any presumptions that may arise concerning interpretation or construction of this agreement by virtue of the identity of the drafter thereof.

EXECUTED at LaConner, WA on July 31, 2000.

  
FREDRICK S. MARTIN

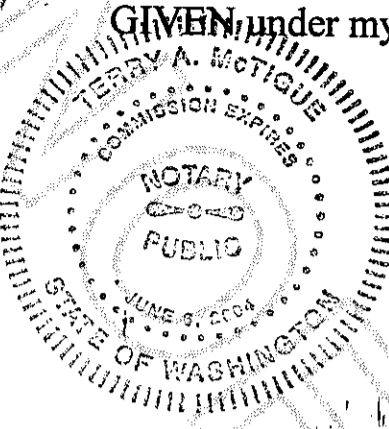
  
ALLAN E. OLSON

  
MARGARET L. MARTIN

STATE OF WASHINGTON )  
Snohomish :ss  
COUNTY OF SKAGIT )

On this day personally appeared before me Fredrick S. Martin and Margaret L. Martin, to me known to be two of the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.





GIVEN under my hand and official seal this 31<sup>st</sup> day of July, 2000.

Terry A. McTigue

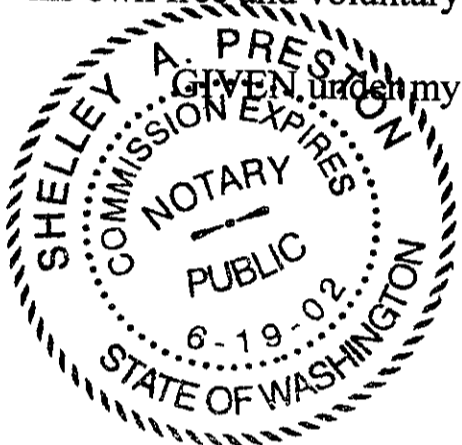
NOTARY PUBLIC in and for the State of Washington, residing at Arlington

My commission expires: 6-6-04

Name: Terry A. McTigue

STATE OF WASHINGTON )  
:SS  
COUNTY OF SKAGIT )

On this day personally appeared before me Allan E. Olson, to me known to be one of the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his own free and voluntary act and deed for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 21<sup>st</sup> day of August, 2000.

Shelley A. Preston

NOTARY PUBLIC in and for the State of Washington, residing at Burlington

My commission expires: June 19, 2002

Name: Shelley A. Preston