

After Recording Return To:
Preston Gates & Ellis LLP
925 Fourth Avenue, Suite 2900
Seattle, Washington 98104-1158
Attn: Aleana Harris



200602170079
Skagit County Auditor

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CHICAGO TITLE IC33221

FENCE CONSTRUCTION AND MAINTENANCE AGREEMENT

GRANTOR: Sedro-Woolley School District No. 101

GRANTEE: Tony and Tina Banta

Legal Description:

Abbreviated form: A portion of the northwest quarter of the northwest quarter of
Section 17, Township 35 North, Range 6 East, W.M.

Additional legals on Exhibits A and B of document

Assessor's Property Tax Parcel Account Number(s): 4134-002-001-0006

Reference number(s) of Related Document(s):

FENCE CONSTRUCTION AND MAINTENANCE AGREEMENT

This Fence Construction and Maintenance Agreement (the "Agreement") is entered into this 13th day of January, 2006, by and between the Sedro-Woolley School District No. 101, a Washington political subdivision (the "District") and Tony and Tina Banta, husband and wife (the "Bantas") with reference to the following facts:

RECITALS

A. The District is the owner of real property located in Skagit County, Washington and more particularly described in Exhibit A attached hereto (the "District Property"). The Bantas are the owners of certain real property located in Skagit County, Washington and more particularly described in Exhibit B attached hereto (the "Banta Property").

B. Pursuant to that certain Boundary Line Adjustment dated January 13, 2006, and recorded February 17, 2006 under Skagit County Auditor's Number 200602170079 the Bantas moved their boundary line so that a portion of their property was conveyed to the District. In exchange the District agreed to enter into this Agreement.

C. The District intends to construct and install a cedar fence situated adjacent to the property line dividing the District Property from the Banta Property as indicated on Exhibit C, attached hereto.

D. The District also intends to maintain the fence for a period of ten (10) years.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Construction and Installation. The District hereby agrees to construct and install a fence to be located approximately 1 foot to the west of the Banta Property line as indicated on Exhibit C attached hereto (the "Fence"). The Fence shall be constructed of cedar wood and shall stand approximately six (6) feet in height.

2. Maintenance. The District hereby agrees to repair and maintain the Fence in good condition and repair for a period of ten (10) years. The costs for the construction and maintenance of the Fence shall be borne by the District. Notwithstanding the foregoing, the District will not be responsible and shall not pay for repairs or maintenance required or made necessary by the actions of the Bantas, their invitees, agents or assigns. Repairs to the Fence shall be carried out in a good and workmanlike manner, and shall return the Fence to its condition immediately preceding the event



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necessitating such repairs, except that the District reserves the right to replace the cedar with any other material, if needed.

3. Grant of Temporary Construction and Repair Easements. The Bantas hereby grant to the District a temporary non-exclusive easement over, across, and through the West 10 feet of the Banta Property for the purposes of constructing and maintaining the Fence for so long as the District is obligated to perform the same.

4. Notices. All notices, demands, requests, consents and approvals which may, or are required to, be given by either party to the other hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The District at: Sedro-Woolley School District No. 101
801 Trail Road
Sedro-Woolley, WA 98284
Attention: Mike Riddle, Director of
Facilities

The Bantas at: Tony and Tina Banta
31137 Main Street
Lyman, WA 98263

5. Miscellaneous.

(a) Captions. The captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or define the scope or intent of this Agreement, nor the intent of any of the provisions hereof.

(b) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington. The parties agree that venue of any legal action brought to enforce this Agreement shall be in Skagit County, Washington. In the event of any litigation to enforce or interpret the rights, duties and obligations of the parties set forth herein, the prevailing party shall be entitled to an award of reasonable costs, expenses and attorneys' fees in connection therewith, at trial and on appeal.

(c) Gross. The District's obligations under this Agreement are held by the District personally and are in gross. The rights, duties and obligations covered by this Agreement are personal and may not be voluntarily or involuntarily assigned or transferred.



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IN WITNESS WHEREOF, Grantor has executed this Agreement as of the date and year first above written.

SEDRO-WOLLEY SCHOOL DISTRICT
NO. 101, a Washington political subdivision:

By: Mark J. Van

Its: SUPERINTENDENT

TONY BANTA

Tony O Banta

TINA BANTA

Tina Banta

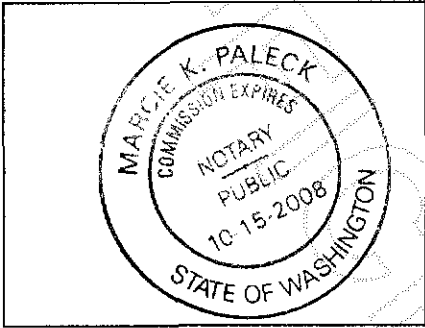


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STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Tony Banta is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 13 2006.



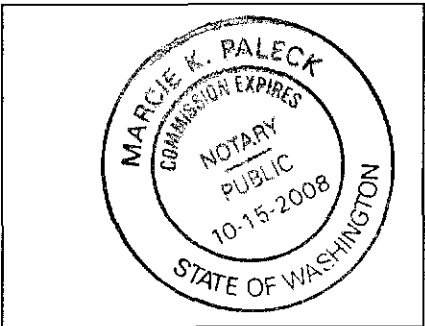
(Use this space for notarial stamp/seal)

Marcie Paleck
Notary Public
Print Name MARCIE K. PALECK
My commission expires October 15 2008

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Tina Banta is the person who appeared before me, and said person acknowledged that he/she signed this instrument, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: January 13 2006.



(Use this space for notarial stamp/seal)

Marcie Paleck
Notary Public
Print Name MARCIE K. PALECK
My commission expires October 15 2008

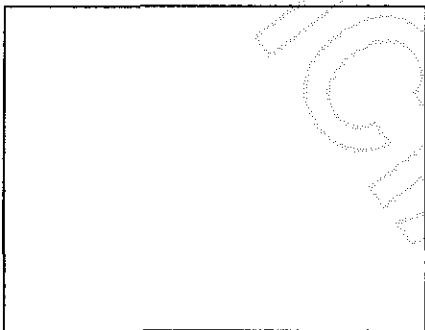


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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

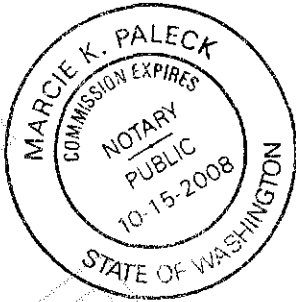
I certify that I know or have satisfactory evidence that MARK J VENN is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Superintendent of Sedro-Woolley School District No. 101, a Washington political subdivision to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: October 21 2005



(Use this space for notarial stamp/seal)

Marcie K Paleck
Notary Public
Print Name MARCIE K. PALECK
My commission expires October 15 2008



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EXHIBIT A

(Legal Description)

All of Blocks One and Two of West's Addition to the Town of Lyman according to the plat thereof recorded in Volume 3 of Plats, at page 96, records of Skagit County, Washington; also the vacated alley running North and South through Block One; also all that part of vacated Cunningham Street lying North of the South line of Lot Two in Block Two, excepting from this conveyance, however, Lot One in Block Two and the East nine feet of Lots Nineteen and Twenty in Block One, and the East nine feet of the south sixteen feet of Lot Eighteen in Block One, all in the Addition aforesaid.

AND

That portion of the northwest quarter of the northwest quarter of Section 17, Township 35 North, Range 6 East, W.M.; described as follows:

Commencing at the southeast corner of the northwest quarter of the northwest quarter of said Section 17, thence N87 25'08"W along the south line of said subdivision, a distance of 593.00 feet to the southeast corner of the 16 foot wide road vacated by the Town of Lyman under Resolution 2003-2 filed in Auditor's File number 200309150188; thence N01 53'25"E along the east line of said vacated road, a distance of 168.52 feet to the point of beginning of this description; thence N88 06'35"W, a distance of 92.06 feet; thence S01 53'25"W, a distance of 139.91 feet to the north line of West Main Street (formerly the John Robinson Road as established June 10, 1904 by the Board of County Commissioners); thence N87 12'08"W along the north line of West Main Street, a distance of 45.01 feet to the southeast corner of Lot 2, Block 2, SHEA'S HOME ADDITION TO THE TOWN OF LYMAN filed in Volume 3 of Plats at page 86, records of Skagit County, Washington; thence N01 53'25"E along the east line of said Lot 2 and the east line of Lot 1, Block 2 of said SHEA'S HOME ADDITION TO THE TOWN OF LYMAN and along a line that is 9 feet west of the east line of Lot 18, Lot 19 and Lot 20, Block 1, WEST'S ADDITION TO THE TOWN OF LYMAN filed in Volume 3 of Plats at page 96, records of Skagit County, Washington, a distance of 229.81 feet to the westerly extension of the north line of Lot 1, Block 2 of said WEST'S ADDITION TO THE TOWN OF LYMAN; thence S87 11'43"E along said north line extension and the north line of said Lot 1, a distance of 118.02 feet to the northwest corner of the east 100 feet of the last cited Lot 1; thence S01 53'25"W along the west line of the east 100 feet of the last cited Lot 1, a distance of 49.79 feet to the southwest corner of the east 100 feet of the last cited Lot 1; thence S87 11'43"E along the south line of the last cited Lot 1, a distance of 19.06 feet to the northeast corner of the 16 foot wide road vacated by the Town of Lyman under Resolution 2003-2; thence S01 53'25"E along the east line of said vacated road, a distance 38.63 feet to the point of beginning of this description.

Situate in the Town of Lyman, Skagit County, Washington.

Containing 17,600 square feet.



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AND

That portion of the west 88.06 feet of Lot 1, Block 2, WEST'S ADDITION TO THE TOWN OF LYMAN" filed in Volume 3 of Plats at page 96, records of Skagit County, Washington lying within the east 100 feet of said Lot 1.

Situate in the Town of Lyman, Skagit County, Washington.

Containing 949 square feet.



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EXHIBIT B

(Legal Description)

Parcel A

The East 100 feet of Lot 1, Block 2, "WEST'S ADDITION TO THE TOWN OF LYMAN, SKAGIT COUNTY, WASHINGTON", as per plat recorded in Volume 3 of Plats, page 96, records of Skagit County, EXCEPT any portion thereof lying within the West 69 feet of said Lot 1.

Parcel B

That portion of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 35 North, Range 6 East, W.M., described as follows:

Beginning at a point 504 feet West of the Southeast corner of the said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence North 210 feet; thence West 89 feet; thence South 210 feet; thence East 89 feet to the point of beginning.

Situate in the County of Skagit, State of Washington

EXCEPT

That portion of the west 88.06 feet of Lot 1, Block 2, WEST'S ADDITION TO THE TOWN OF LYMAN" filed in Volume 3 of Plats at page 96, records of Skagit County, Washington lying within the east 100 feet of said Lot 1.

Situate in the Town of Lyman, Skagit County, Washington.

Containing 949 square feet.



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