



200806240047

Skagit County Auditor

WHEN RECORDED RETURN TO:

Alan D. Pederson

6/24/2008 Page 1 of 5 11:58AM

LAND TITLE OF SKAGIT COUNTY

DOCUMENT TITLE(S):

Agreement RE: Use of Property

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

ALAN D. PEDERSON and TERESA M. PEDERSON, husband and wife and DANIEL L. GRABER and REBEKAH L. GRABER, husband and wife

GRANTEES:

ALAN D. PEDERSON and TERESA M. PEDERSON, husband and wife and DANIEL L. GRABER and REBEKAH L. GRABER, husband and wife

ABBREVIATED LEGAL DESCRIPTION:

Ptn SE 1/4, 1-35-4 E W.M. Aka Tr. 3, SP 96-0013.

TAX PARCEL NUMBER(S):

350401-4-012-0300, P111519

AGREEMENT RE USE OF PROPERTY

This Agreement Re Use of Property (the "Agreement") is entered into this 24th day of June 2008 by and between Alan D. Pederson and Teresa M. Pederson (collectively, the "Pedersons"), husband and wife, and Daniel L. Graber and Rebekah L. Graber (collectively, the "Grabers"), husband and wife.

WHEREAS, the Pedersons and the Grabers, being the owners of certain real property located in Skagit County, Washington, which property is more particularly described in **Exhibit A** attached hereto (the "Property"), desire to enter into an agreement for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property;

WHEREAS, the Pedersons and the Grabers have been advised to seek independent legal counsel and have done so to the extent desired, and each acknowledge that the execution of this Agreement is to their mutual benefit and advantage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **No Temporary Structures.** No structures of a temporary character, including, but not limited to, trailers, basements, tents, shacks, garages (not including those with a permitted accessory dwelling unit), barns or other outbuildings shall be used on the Property as a residence for more than two years. No building or structure shall be moved on to the Property from any land situated outside the Property.

2. **No Mobile, Manufactured or Modular Buildings.** All buildings or structures, including porches, garages or carports must be "stick-built" on site, and no mobile, manufactured or modular buildings or structures shall be permitted on the Property.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns, and all covenants contained herein shall run with the land.

4. **Counsel's Advice.** The parties hereto represent that they have reviewed the terms of this Agreement with their attorney or have had an opportunity to do so, and that they are not relying upon the advice of Whidbey Island Bank or its employees, agents, representatives, consultants or attorneys in entering into this Agreement.

5. **Entire Agreement.** This is the entire agreement between the parties, and there are no other understandings, verbal or written. This Agreement may be modified only by written agreement between the parties.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first above written.



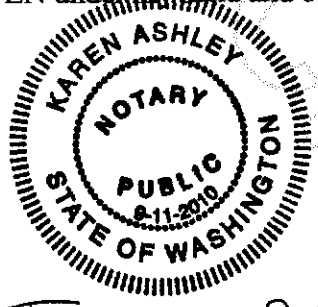
200806240047
Skagit County Auditor

By: Alan D. Pederson
Alan D. Pederson

STATE OF WASHINGTON)
: ss.
County of Skagit)

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared ALAN D. PEDERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name he subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of June, 2008.



Karen Ashley
NOTARY PUBLIC in and for the
State of Washington, residing at: Sedro Woolley
My Commission Expires: 9-11-2010

By: Teresa M. Pederson
Teresa M. Pederson

STATE OF WASHINGTON)
: ss.
County of Skagit)

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared TERESA M. PEDERSON, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name she subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of June, 2008.



Karen Ashley
NOTARY PUBLIC in and for the
State of Washington, residing at: Sedro Woolley
My Commission Expires: 9-11-2010

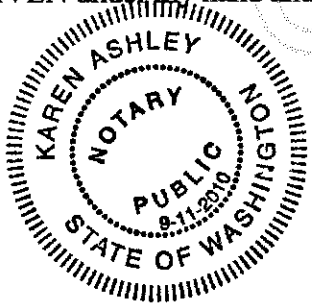


By: Daniel L. Graber
 Daniel L. Graber

STATE OF WASHINGTON)
 : ss.
 County of Skagit)

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL L. GRABER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name he subscribed to the within instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of June, 2008.



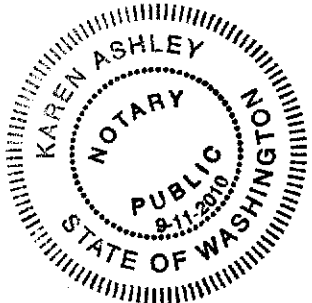
Karen Ashley
 NOTARY PUBLIC in and for the
 State of Washington, residing at: Sedro-Woolley
 My Commission Expires: 9-11-2010

By: Rebekah L. Graber
 Rebekah L. Graber

STATE OF WASHINGTON)
 : ss.
 County of Skagit)

This is to certify that before me, the undersigned, a Notary Public in and for said County and State, personally appeared REBEKAH L. GRABER, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name she subscribed to the within instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of June, 2008.



Karen Ashley
 NOTARY PUBLIC in and for the
 State of Washington, residing at: Sedro-Woolley
 My Commission Expires: 9-11-2010



Escrow No.: 129931-SE

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 3 of Skagit County Short Plat No. 96-0013, approved June 4, 1997, recorded June 6, 1997, in Volume 13 of Short Plats, page 4, under Auditor's File No. 9706060035, records of Skagit County, Washington; being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 35 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for access and utilities over, under and across that certain easement shown as "Costalot Lane" on the face of said Short Plat No. 96-0013.

Situate in the County of Skagit, State of Washington.



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