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Skagit County Auditor

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Document Title:

Quit Claim Deed

Reference Number:

Grantor(s):

☐ additional grantor names on page ____

1. Jerod Barth
2. Amber Barth

Grantee(s):

☐ additional grantee names on page ____

1. Jay Gillman
2. Dawn Gillman

Abbreviated legal description:

☒ full legal on page(s) ____

Section 36- Township 35 Range 2 SWNE

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____

P33351

QUIT CLAIM DEED

THE GRANTOR(S)

Jared and Amber Barth *h/w*

For and in consideration of

No monetary value, following attached agreement and also contemporaneously with the execution of this document, other boundary line adjustment deeds that further depict the adjustments being made to the subject boundaries are being recorded under Auditor's File Nos. 200904060163, 200904070077, 200904070078, 200904070079, 200904070080, Grantor does hereby QUIT CLAIM 50% interest in real estate listed

In hand paid, conveys and quit claims to

Jay and Dawn Gillman *h/w 50%*

The following described real estate, situated in the County of Skagit, State of Washington together with all after acquired title of the grantor(s) herein:

The east 324.38 feet of the north half of the south half of the southwest quarter of the northeast quarter of Section 31, Township 35 North, Range 2 East, W.M.:

Together with the east 324.38 feet of the south 2 feet of the north half of the southwest quarter of the northeast quarter of said Section 31.

Containing 2.50 acres.

Situate in Skagit County, Washington.

Tax Parcel Number

P33354

Dated: 5/19/09

1459
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 26 2009

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

[Signature]
JAROD BARTH

[Signature]
AMBER BARTH



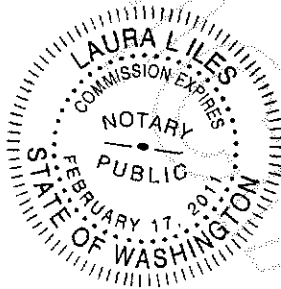
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STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me JAROD BARTH, to me known to be 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 19th day of May, 2009.

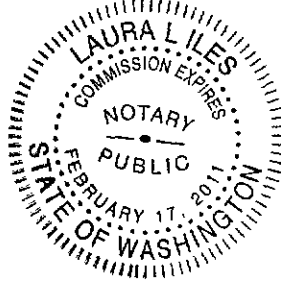


Laura L. Iles
NOTARY PUBLIC in and for the
State of Washington
Residing at Anacortes
My appointment expires: 2-17-11

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this day personally appeared before me AMBER BARTH, to me known to be 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 19th day of May, 2009.



Laura L. Iles
NOTARY PUBLIC in and for the
State of Washington
Residing at Anacortes
My appointment expires: 2-17-11



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1 AGREEMENT

JAY and DAWN GILLMAN ("the Gillmans"), husband and wife, and Jerod and Amber Barth ("the Barths"), hereby enter into the following joint venture agreement:

WHEREAS, Gillman owns property known as Skagit County Parcel Number P33282, which is legally described in Exhibit A ("the Gillman Property"); and,

WHEREAS, Barth owns properties known as Skagit County Parcel Numbers P33554 and P33555, which are legally described in Exhibit B ("the Barth Properties"); and

WHEREAS, Gillman and Barth desire to enter into a joint venture agreement whereby each party will contribute property, money and labor to the joint venture, now, therefore, it is agreed as follows:

A. AGREEMENT

1. The Gillmans and the Barths shall effectuate a Boundary Line Adjustment with Skagit County that accomplishes the following (* denotes property after BLA accomplished):
 - a. The Gillmans will transfer the south 40 feet of the Gillman property to the Barth properties adjoining it on the South side, reserving to themselves, however, an access easement on the 40-foot strip of property so transferred, provided, however that such access easement shall only be used in the event that a proper government authority determines that the 60-foot wide easement identified in paragraph 2 below is not sufficient for access purposes and that a wider access easement is required for further development of any Gillman property lying to the north and east of Parcel Number P33282. If it is required that the Gillmans make use of this easement, they shall be responsible for moving any fence, structure or improvement upon the portion used. The Gillmans shall also pay to the owner of the Barth Properties the fair market value of the property taken as determined by a mutually agreeable property appraiser.
 - b. The common boundary line of the Barth properties shall be set on a line running north and south approximately 324.34 feet from the East line of P33354.
 - c. *P33554 shall be at least 2.5 acres.
 - d. Final legal descriptions of properties shall be drafted by Skagit Surveyors and Engineers during the BLA process.
 - e. A sketch of the desired outcome of the BLA is attached hereto as Exhibit C.



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2. The Gillmans shall sign and have recorded an easement substantially similar that which is attached as Exhibit D. This easement shall be for ingress, egress and utilities over the North 60 feet of the Gillman Property (which will be the entire Gillman parcel after the BLA) and shall be for the benefit of the Barth Properties.
3. Upon completion of the BLA, the Barths shall deed to the Gillmans a one half interest in *P33554 as tenants in common. The parties shall equally split the excise tax for said transfer.
4. The Parties hereby agree to install the following improvements to *P33554:
 - a. Clear and grade a building envelope on said parcel, with such clearing and grading not to exceed _____ square feet;
 - b. Bring utilities, including water and electricity to said parcel;
 - c. Have the property perc tested and certified for a residential septic system.
5. The Parties shall split equally the costs for the work in items 4.a. – 4.c. above, and will also split equally any other costs incurred during this joint venture, with such costs including but not limited to: outside labor, materials, attorney's fees, surveying fees, recording fees, county and/or government fees, closing costs, real estate commission, and real estate excise tax.
6. Upon written notification of any costs incurred on this project, the other party shall reimburse their one-half within ten (10) days of said notice.
7. Each party shall contribute labor in substantially equal amounts to this project.
8. Both parties agree to use the services of a jointly determined real estate agent to conduct the sale of *P33354 upon completion of work on project.
9. Both parties shall be necessary to accept any offer to purchase *P33354.
10. Upon the sale of *P33354 and the payment of all outstanding obligations of the project, the remaining funds shall be distributed equally between the Gillmans and the Barths.
11. It is understood by all parties that the Barths intend to short-plat P33355 into two parcels. This process and procedure is separate and distinct from this Agreement and will be undertaken solely by the Barths.
12. It is understood by all parties that the Barths intend to extinguish the easement located on P33355, which is along the North thirty feet of said parcel and was recorded on April 18, 2006 under AFN 2006041800083.

B. MISCELLANEOUS

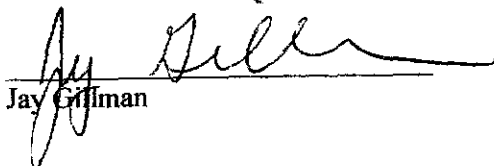


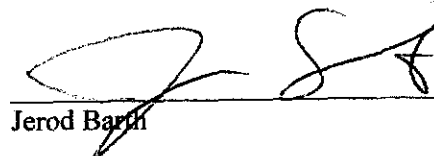
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1. **Benefit.** The provisions in this Agreement shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the Parties hereto.
2. **Execution of Documents.** The Parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Agreement.
3. **Survival.** All of the terms and covenants in this Agreement shall survive the closing and delivery of any deed.
4. **Severability.** If any provision of this Agreement shall be deemed to be null and void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Agreement, which shall remain in full force and effect.
5. **Applicable Law.** This Agreement shall be construed, interpreted and enforced pursuant to the laws of the State of Washington and the parties agree that the Superior Court of Skagit County shall be the appropriate venue of any suit or proceeding brought with respect to this Agreement or the Property.
6. **Arbitration.** Any dispute arising out of this Agreement, including (but not limited to) a dispute as to its validity, construction, interpretation or enforcement, shall be decided by arbitration. Such arbitration shall be final, subject only to the limited right of appeal authorized under RCW 7.04A. If the Parties cannot agree upon an arbitrator, the parties will accept a business litigation arbitrator appointed by Washington Arbitration and Mediation Services.
7. **Litigation Costs.** In any arbitration/suit arising out of or relating to this Agreement, the prevailing Party shall be entitled to all litigation expenses, including (but not limited to) reasonable attorney's fees, expert witness fees and the arbitrator's fee.
8. **Signature in Counterparts.** This Agreement may be signed in counterparts. Faxed signatures shall have the same effect as originals.

The undersigned agree and acknowledge that they are or have been represented by counsel of their choice, and understand the final and binding nature of this agreement. We have carefully read this agreement and sign the same freely and voluntarily.

DATED this 9 day of March 2009.


Jay Gillman


Jerod Barth



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Dawn Gillman
Dawn Gillman

Amber Barth
Amber Barth



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EXHIBIT B

The Barth Properties

Parcel No: P33354

XrefID: 350231-1-012-0004

Legal Desc.: (TITLE ELIMINATION) INCLUDING MANUFACTURED HOME 1982 LIBERTY RIDGEWOOD 66X14 SERIAL NUMBER 09L1820,, THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.; EXCEPT THE NORTH 38 FEET THEREOF; ALSO EXCEPT THE WEST 590 FEET THEREOF; ALSO EXCEPT THAT PORTION LYING WITHIN THE SOUTH 60 FEET OF THE WEST 726 FEET AS CONVEYED TO ALTON O. WILLOUGHBY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 623722, RECORDS OF SKAGIT COUNTY, WASHINGTON. ALSO EXCEPT THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 590.00 FEET OF THE NORTH 38.00 FEET OF SAID SUBDIVISION; THENCE S 89 DEGREES 46' 41" E ALONG THE SOUTH LINE OF SAID NORTH 38 FEET, A DISTANCE OF 124.93 FEET; THENCE S 00 DEGREES 37' 05" W, A DISTANCE OF 111.91 FEET; THENCE S 89 DEGREES 46' 41" E, A DISTANCE OF 303.31 FEET; THENCE S 00 DEGREES 37' 05" W, A DISTANCE OF 183.77 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N 89 DEGREES 45' 45" W ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 292.24 FEET TO THE SOUTHEAST CORNER OF THE WEST 726.00 FEET OF THE SOUTH 60.00 FEET OF SAID SUBDIVISION; THENCE N 00 DEGREES 37' 05" E ALONG THE EAST LINE OF SAID WEST 726.00 FEET, A DISTANCE OF 60.00 FEET; THENCE N 89 DEGREES 45' 45" W ALONG THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SUBDIVISION, A DISTANCE OF 136.00 FEET TO THE EAST LINE OF THE WEST 590.00 FEET OF SAID SUBDIVISION; THENCE N 00 DEGREES 37' 05" E, A DISTANCE OF 235.57 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

Parcel No: P33355

XrefID: 350231-1-012-0103

Legal Desc.: THE WEST 575 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH,



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RANGE 2 EAST, W.M., EXCEPT THE NORTH 38 FEET, AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE TO A POINT 60 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE 726 FEET DUE EAST; THENCE 60 FEET DUE SOUTH PARALLEL TO THE WEST LINE OF PROPERTY; THENCE DUE WEST 726 FEET TO THE TRUE POINT OF BEGINNING, AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE SAID SUBDIVISION 38.0 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 58' EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 85.0 FEET; THENCE SOUTH 30.00 FEET; THENCE SOUTH 89 DEGREES 58' WEST 85.0 FEET; THENCE NORTH 30.0 FEET TO THE POINT OF BEGINNING, AND EXCEPT THE WEST 15 FEET THEREOF. ALSO TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST 590.00 FEET OF THE NORTH 38.00 FEET OF SAID SUBDIVISION; THENCE S 89 DEGREES 46' 41" E ALONG THE SOUTH LINE OF SAID NORTH 38 FEET, A DISTANCE OF 124.93 FEET; THENCE S 00 DEGREES 37' 05" W, A DISTANCE OF 111.91 FEET; THENCE S 89 DEGREES 46' 41" E, A DISTANCE OF 303.31 FEET; THENCE S 00 DEGREES 37' 05" W, A DISTANCE OF 183.77 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N 89 DEGREES 45' 45" W ALONG THE SOUTH LINE OF SAID SUBDIVISION, A DISTANCE OF 292.24 FEET TO THE SOUTHEAST CORNER OF THE WEST 726.00 FEET OF THE SOUTH 60.00 FEET OF SAID SUBDIVISION; THENCE N 00 DEGREES 37' 05" E ALONG THE EAST LINE OF SAID WEST 726.00 FEET, A DISTANCE OF 60.00 FEET; THENCE N 89 DEGREES 45' 45" W ALONG THE NORTH LINE OF THE SOUTH 60.00 FEET OF SAID SUBDIVISION, A DISTANCE OF 136.00 FEET TO THE EAST LINE OF THE WEST 590.00 FEET OF SAID SUBDIVISION; THENCE N 00 DEGREES 37' 05" E, A DISTANCE OF 235.57 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION. SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



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