



**202204210048**

04/21/2022 02:04 PM Pages: 1 of 13 Fees: \$215.50  
Skagit County Auditor

After recording return to:

Sallye Quinn  
BARRON SMITH DAUGERT, PLLC  
PO Box 5008  
Bellingham, WA 98227

REFERENCE NOS. OF RELATED DOCUMENTS: 201209050090, 201302120042, 201605060010;  
201605060011; and 202204210048

PARTIES: 1) Skagit Valley Farm LLC, a Washington limited liability company  
2) Patricia Brooks, trustee of the Patricia Brooks Trust dated 1/23/13

ABBREVIATED LEGAL DESCRIPTION: Ptn SE ¼ SW ¼ S6 T34N R4E

Full legal descriptions on Exhibits A-1, A-2, B-1 & B-2, pages 5-8.

ASSESSOR'S TAX/PARCEL NUMBERS: P23853, P23773

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of April, 2022, by and between Skagit Valley Farm LLC, a Washington limited liability company (hereinafter referred to as "SVF") and Patricia Brooks, trustee of the Patricia Brooks Trust dated 1/23/13 (hereinafter referred to as "Brooks").

WHEREAS, SVF is the owner of i) real property located in Skagit County, Washington, legally described on the attached Exhibit A-1 pursuant to that Statutory Warranty Deed recorded under Skagit County Auditor's file number 201209050090 and incorporated herein by reference, and ii) the real property located in Skagit County, Washington, legally described on the attached Exhibit A-2 pursuant to that Amended Default Judgment Quieting recorded under Skagit County Auditor's file number 201605060010 and that Amended Judgment Quieting Title recorded under Skagit County Auditor's file number 201605060011 (the "SVF Quiet Title Property") incorporated herein by reference (hereinafter collectively referred to as the "SVF Property").

WHEREAS, Brooks is the owner of i) real property located in Skagit County, Washington, legally described on the attached Exhibit B-1 pursuant to that Quit Claim Deed recorded under Skagit County Auditor's file number 201302120042 and incorporated herein by reference, and ii) the real property located in Skagit County, Washington, legally described on the attached Exhibit B-2 pursuant to that Amended Default Judgment Quieting recorded under

Skagit County Auditor's file number 201605060010 and that Amended Judgment Quieting Title recorded under Skagit County Auditor's file number 201605060011 and incorporated herein by reference (hereinafter collectively referred to as the "Brooks Property").

WHEREAS, a survey was prepared of the SVF Property and Brooks Property by Denny D. Legro (the "Survey") which depicted a fence line near the western and northern boundaries of the Brooks Property and the southeast corner of the SVF Property, the location of which deviates from the survey/deed lines. The Survey is recorded under Skagit County Auditor's File No. 202204210049.

WHEREAS, the parties hereto want to avoid any dispute or litigation concerning the shared property lines and desire to resolve any question on the ownership of this area between the fence and the survey/deed line depicted on the Survey.

WHEREAS, RCW 58.04.007 provides a procedure for neighboring landowners to resolve any dispute over a boundary by means of a written agreement prepared in accordance with RCW 58.09, which agreement is signed by both parties and recorded in the land records of the County.

WHEREAS, the parties hereto desire to resolve any discrepancy between the survey/deed line and the fence line by means of this Agreement.

NOW THEREFORE, based on the foregoing and no monetary consideration the parties hereto covenant and agree as follows:

1. For and in consideration of the mutual covenants contained herein, Brooks and SVF hereby agree that the existing fence line located in the western portion of the Brooks Property as depicted on the Survey and the line that would exist if such fence line were followed along the approximate agricultural limits of agricultural usage southerly to the southern boundary of the Brooks Property shall control the legal line established as the west boundary of the Brooks Property and the east boundary of the SVF Property as to that portion of the SVF Property (as amended by this Agreement) located within the Brooks Property. For illustrative purposes, the line described in this paragraph is depicted on the attached exhibit C attached hereto and incorporated herein.

2. Brooks hereby releases, conveys and quit claims to SVF all right and interest in that property lying west of the existing fence line located in the western portion of the Brooks Property as depicted on the Survey and the line that would exist if such fence line were followed southerly to the southern boundary of the Brooks Property, including any after acquired title of Brooks herein, free of any financial encumbrances. SVF hereby accepts all right and interest in the property described in the preceding sentence.

3. For and in consideration of the mutual covenants contained herein, Brooks and SVF hereby agree that the existing fence line located in the northern portion of the Brooks Property and the south east corner of the SVF Property as depicted on the Survey and the line that would exist if such fence line were followed easterly to the eastern boundary of the SVF Property shall control the legal line established as the north boundary of the Brooks Property and the south boundary of the SVF Property as to that portion of the SVF Property (as amended by this Agreement) located within the Brooks Property and that portion of the SVF Property located within the Quiet Title SVF Property. For illustrative purposes, the line described in this paragraph is depicted on the attached exhibit D attached hereto and incorporated herein.

4. Brooks hereby releases, conveys and quit claims to SVF all right and interest in that property lying north of the existing fence line located in the northern portion of the Brooks Property as depicted on the Survey, including any after acquired title of Brooks herein, free of any financial encumbrances. SVF hereby accepts all right and interest the property described in the preceding sentence.

5. SVF hereby releases, conveys and quit claims to Brooks all right and interest in that property lying south of the existing fence line located in the south east corner of the SVF Property as depicted on the Survey and the line that would exist if such fence line were followed easterly to the eastern boundary of the SVF Property as depicted on the Survey including any after acquired title of SVF herein, free of any financial encumbrances. Brooks hereby accepts all right and interest the property described in the preceding sentence.

4. This Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

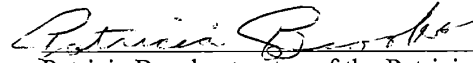
//SIGNATURES ON FOLLOWING PAGE//

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

DATED this 30<sup>th</sup> day of March, 2022.

Skagit Valley Farm, LLC

By:  
Its:




Patricia Brooks, trustee of the Patricia Brooks  
Trust dated 1/23/13

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

DATED this 11 day of April, 2022.

Skagit Valley Farm, LLC

  
\_\_\_\_\_  
By: Anthony Wisdom  
Its: Founder / CEO

\_\_\_\_\_  
Patricia Brooks, trustee of the Patricia Brooks  
Trust dated 1/23/13

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the \_\_\_\_\_ of Skagit Valley Farm, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL/STAMP)

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My Appointment Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Skagit )

I hereby certify that I know or have satisfactory evidence that Patricia Brooks is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the trustee of the Patricia Brooks Trust dated 1/23/13 to be her free and voluntary act for the uses and purposes therein mentioned.

DATED this 30th day of March, 2022.

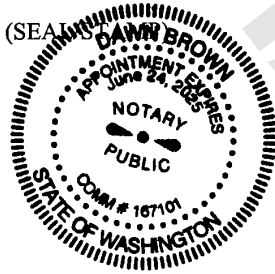


[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
Sally Quinn  
(Print Name)  
My commission expires: 8/29/24

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Anthony Webb, the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the founder/CEO of Skagit Valley Farm, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 11 day of April, 2022.



Dawn Brown  
NOTARY PUBLIC  
Printed Name: DAWN BROWN  
My Appointment Expires: 6-24-2025

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I hereby certify that I know or have satisfactory evidence that Patricia Brooks is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it as the trustee of the Patricia Brooks Trust dated 1/23/13 to be her free and voluntary act for the uses and purposes therein mentioned.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC  
\_\_\_\_\_  
(Print Name)  
My commission expires: \_\_\_\_\_

EXHIBIT A-1  
SVF PROPERTY

That portion the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point 32 rods North from the Southwest corner of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M.,  
And running thence North 48 rods;  
Thence East 47 rods;  
Thence South 48 rods;  
Thence West following County Road to point 20 rods East of the West line of the above named Section;  
Thence North to a point 32 rods North of the South line of the above named Section;  
Thence West to the point of beginning;

EXCEPT that portion of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the point of intersection of the North line of the County Road and the West line of the East 10 acres of said subdivision, said point being the Southwest corner of a tract of land deeded to Charles A. Heather by Deed recorded in Volume 62 of Deeds, page 631;  
Thence North along the West line of said Heather Tract 135 feet;  
Thence West parallel to the North line of said subdivision 133 feet;  
Thence South parallel to the West line of said Heather Tract 152 feet, more or less, to the North line of the County Road;  
Thence Easterly along the North line of said County Road to the point of beginning.

ALSO EXCEPT that portion, if any, as conveyed to Chas Heather by Warranty Deed filed in Vol. 62 of Deeds, page 631, records of Skagit County, State of Washington, more particularly described as the East 10 acres of the said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., lying North of the County Road;

Situate in the County of Skagit, State of Washington.

EXHIBIT A-2  
SVF PROPERTY

That portion the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., as conveyed to Chas Heather by Warranty Deed filed in Volume 62 of Deeds, page 631, records of Skagit County, State of Washington, more particularly described as the East 10 acres of the said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., lying North of the County Road;

EXCEPT ANY PORTION THEREOF lying East of the West line of Revised Short Plat No. 6-75, revised August 27, 1975, approved October 16, 1975, filed in Volume 1 of Short Plats, Page 72, recorded under Skagit County Auditor's File No. 825110;

AND EXCEPT the following described tract of land:

Beginning at the point of intersection of the North line of the County Road and the West line of the East 10 acres of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., said point being the Southwest corner of a tract of land deeded to Charles A. Heather by Warranty Deed filed in Volume 62 of Deeds, page 631; thence North along the West Line of said Heather tract 135 feet; thence East parallel to the North line of said subdivision 36.16 feet, more or less to the West line of Revised Short Plat No. 6-75, revised August 27, 1975, approved October 16, 1975, filed in Volume 1 of Short Plats, Page 72, recorded under Skagit County Auditor's File No. 825110; thence South along the West line of said Short Plat No. 6-75 to the North line of said County Road; thence Westerly along the North line of said County Road to the point of beginning.

Situate in the County of Skagit, State of Washington,

EXHIBIT B-1  
BROOKS PROPERTY

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTIONS OF THE NORTH LINE OF THE COUNTY ROAD AND THE WEST LINE OF THE EAST 10 ACRES OF SAID SUBDIVISION, SAID POINT BEING THE SOUTHWEST CORNER OF THE TRACT OF LAND DEEDED TO CHARLES A. HEATHER BY DEED RECORDED IN VOLUME 62 OF DEEDS, AT PAGE 631, THENCE NORTH ALONG THE WEST LINE OF SAID HEATHER TRACT 135 FEET, THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 133 FEET, THENCE SOUTH PARALLEL THE WEST LINE OF SAID HEATHER TRACT 152 FEET, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD, THENCE EASTERLY ALONG THE NORTH LINE OF SAID COUNTY ROAD TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF SKAGIT AND STATE OF WASHINGTON.

EXHIBIT B-2  
BROOKS PROPERTY

That portion the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., as conveyed to Chas Heather by Warranty Deed filed in Volume 62 of Deeds, page 631, records of Skagit County, State of Washington, more particularly described as the East 10 acres of the said Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., lying North of the County Road;

EXCEPT ANY PORTION THEREOF lying East of the West line of Revised Short Plat No. 6-75, revised August 27, 1975, approved October 16, 1975, filed in Volume 1 of Short Plats, Page 72, recorded under Skagit County Auditor's File No. 825110;

AND EXCEPT ANY PORTION THEREOF lying North of the following described tract of land: Beginning at the point of intersection of the North line of the County Road and the West line of the East 10 acres of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 6, Township 34 North, Range 4 East, W.M., said point being the Southwest corner of a tract of land deeded to Charles A. Heather by Warranty Deed filed in Volume 62 of Deeds, page 631; thence North along the West line of said Heather tract 135 feet; thence East parallel to the North line of said subdivision 36.16 feet, more or less, to the West line of Revised Short Plat No. 6-75, revised August 27, 1975, approved October 16, 1975, filed in Volume 1 of Short Plats, Page 72, recorded under Skagit County Auditor's File No, 825110; thence South along the West line of said Short Plat No. 6-75 to the North line of said County Road; thence Westerly along the North line of said County Road to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT C  
SURVEY

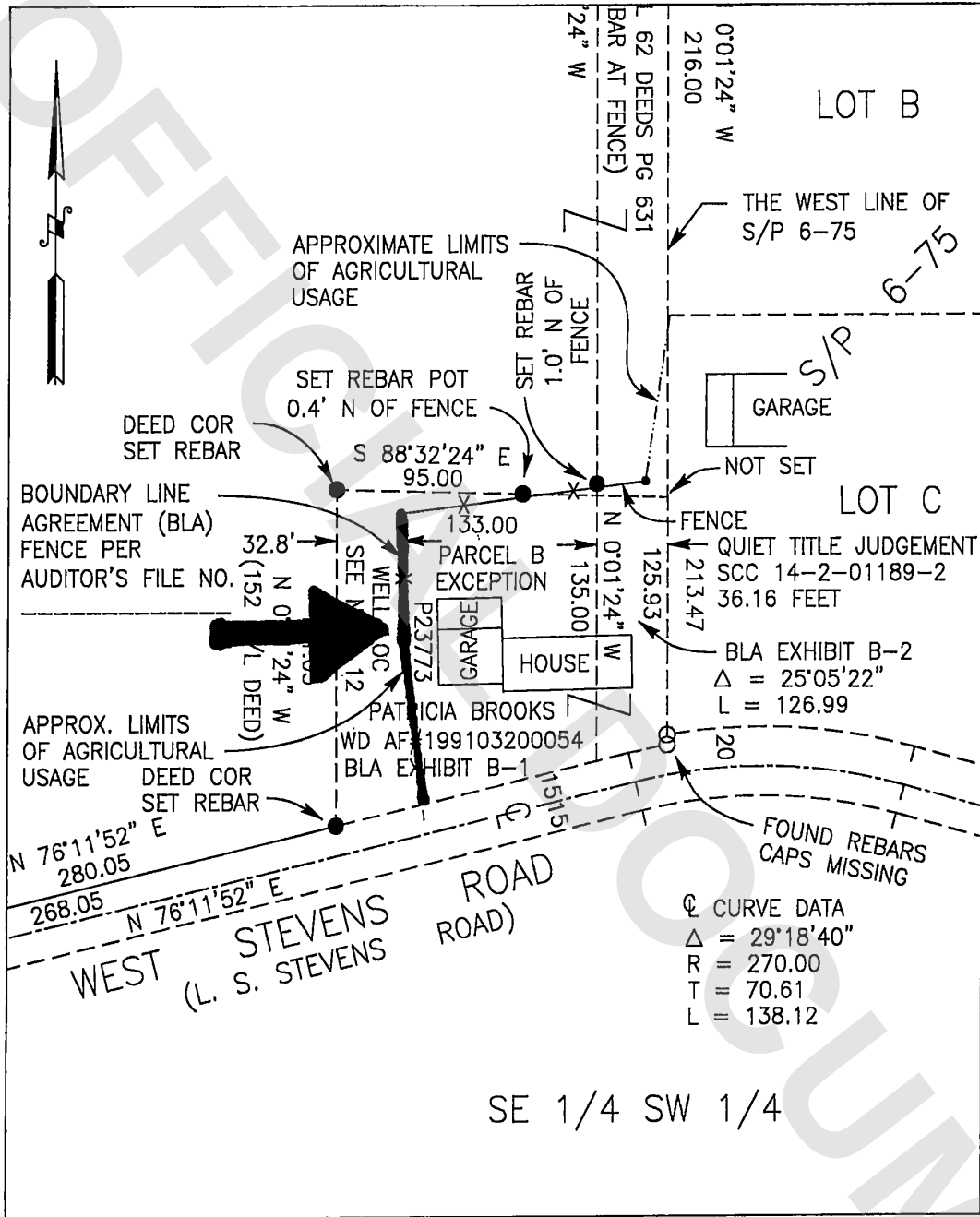


EXHIBIT D  
SURVEY

