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Skagit County Auditor

Return Address:

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MARSH MUNDORF PRATT SULLIVAN
+ McKENZIE, P.S.C.
4220 132nd Street SE, Suite 201
Mill Creek, WA 98012

Document name: Agreement for Resolution of Boundary Line Disputes

Reference No: N/A

Grantors: Theo Hill, LLC, a Washington limited liability company and Phillip Zimmerman and Barbara Zimmerman, husband and wife

Grantees: Theo Hill, LLC, a Washington limited liability company and Phillip Zimmerman and Barbara Zimmerman, husband and wife

Legal Descriptions (abbrev.): A portion of Government Lot 4 in Section 36, Township 34 N, R 4, East, W.M

Assessor's Property Tax Parcel/Account No's: 340436-0-061-0000; 340436-0-060-0001; 340436-0-061-0109

AGREEMENT FOR RESOLUTION OF BOUNDARY LINE DISPUTES

This Agreement for Resolution of Boundary Line Disputes, (the "Agreement") is made and entered into this 15th day of July, 2023, by and between, Theo Hill, LLC, a Washington limited liability company, ("Theo Hill") and Phillip Zimmerman and Barbara Zimmerman, husband and wife, ("Zimmerman"), and where designated collectively, (the "Parties").

I. RECITALS

1.1 WHEREAS Theo Hill is the owner of certain real property located in Skagit County, Washington, and known by the mailing address of 17562 West Big Lake Boulevard, Mount Vernon, WA 98274, (Tax Parcel No. 340436-0-061-0000), and legally described on **Exhibit A** attached hereto and incorporated herein by this reference, which is North of, adjacent

to and contiguous to certain real property owned by Zimmerman, (hereinafter the Theo Hill property”).

1.2 WHEREAS Zimmerman is the owner of certain real property located in Skagit County, Washington, and known by the mailing address of 17576 West Big Lake Boulevard, Mount Vernon, WA 98274, (Tax Parcel No.’s 340436-0-060-0001 and 340436-0-061-0109), and legally described on **Exhibit B** attached hereto and incorporated herein by this reference, which is South of, adjacent to and contiguous to certain real property owned by Theo Hill, (hereinafter the “Zimmerman property”).

1.3 WHEREAS a boundary line dispute exists between the Parties concerning the location of the Common Boundary Line involving the South boundary line of the Theo Hill property and the North boundary line of the Zimmerman property and the location and ownership of existing landscaping improvements including fencing along the common boundary line.

1.4 WHEREAS due to the uncertainty and cost of litigation, the Parties desire to resolve by agreement the location of the common boundary line in order to eliminate any claims of encroachment by Zimmerman or Theo Hill against the property owned by the other or any claims of adverse possession by Zimmerman or Theo Hill against the property owned by the other, by entering into the following Agreement to establish the location of the Common Boundary Line in order to resolve the boundary line disputes pursuant to RCW 58.04.007.

II. AGREEMENT

NOW, THEREFORE, in consideration of the covenants, agreements, and warranties hereafter described, and in order to settle and resolve the boundary line disputes by reaching agreement as to the location of the Common Boundary Line pursuant to RCW 58.04.007, the Parties hereby agree as follows:

2.1. Theo Hill hereby agrees to convey to Zimmerman by Quit Claim Deed a portion of the Theo Hill property legally described as:

That portion of Government Lot 4, In Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of Government Lot 4;
thence North 89°24’18” East along the North line of said Lot 4, 443.07 feet to a point where the West side of Big Lake Boulevard crosses the North line of said Lot 4, as shown on Plat of BIG LAKE WATER FRONT TRACTS, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; thence South 24°25’00” East along the West side of Big Lake Boulevard, 370.00 feet to the Northeast corner of that certain tract conveyed to William Brusewitz by deed recorded July 5, 1923 as Auditor’s File No. 165842 in Volume 129 of Deeds, Page 436; thence South 89°24’18” West on a line parallel with the North lot line of said Lot 4,

12.89 feet, more or less, to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the TRUE POINT OF BEGINNING; thence continuing South 89°24'18" West along the North line of said Brusewitz tract, 82.00 feet; thence North 72°17'21" East, 77.71 feet, more or less, to the West line of County Road conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869, said point being is North 19°16'35" West, 24.14 feet from the TRUE POINT OF BEGINNING; thence South 19°16'35" East, 24.14 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington;

in order to establish the location of the Common Boundary Line in reference to the location of existing fencing and landscaping improvements running along the common boundary line. The Boundary Line adjustment area is also identified on a survey map recorded under Skagit County Auditor's File No. 2023 103000910 (the "Survey Map"). This Agreement, the Survey Map, Quit Claim Deed, and Real Estate Excise Tax affidavit, shall be hereafter filed and recorded by Theo Hill after mutual execution of this Agreement and related documents. The fencing and all landscaping improvements located to the South of the common boundary line as shown on the Survey Map shall be owned and maintained by Zimmerman. The landscaping improvements located to the North of the common boundary line and fencing as shown on the Survey Map shall be owned and maintained by Theo Hill.

2.2. Zimmerman hereby agrees to convey to Theo Hill by Quit Claim Deed a portion of the Zimmerman property legally described as:

That portion of Government Lot 4 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of Government Lot 4; thence North 89°24'18" East along the North line of said Lot 4, 443.07 feet to a point where the West side of Big Lake Boulevard crosses the North line of said Lot 4, as shown on Plat of BIG LAKE WATER FRONT TRACTS, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; thence South 24°25'00" East along the West side of Big Lake Boulevard, 345.00 feet to a point that is North 24°25'00" West, 25.00 feet from the Northeast corner of that certain tract conveyed to William Brusewitz by deed recorded July 5, 1923 as Auditor's File No. 165842 in Volume 129 of Deeds, Page 436; thence South 89°24'18" West on a line parallel with the North lot line of said Lot 4, 10.53 feet, more or less, to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the TRUE POINT OF BEGINNING; thence South 72°17'21" West, 77.71 feet, more or less, to the North line of said Brusewitz tract; thence South 89°24'18" West along the North line of said Brusewitz tract, 482.06 feet to the Northwest corner of said Brusewitz tract; thence North 0°09'29" East parallel with the

West line of Government Lot 4, 10.06 feet to the Southwest corner of that certain tract conveyed to James P. Burdick by deed recorded June 12, 1917 as Auditor's File No. 119539 in Volume 170 of Deeds, Page 70, records of Skagit County, Washington, said point is 328.42 feet South of the North line and 20.00 feet East of the West line of said Government Lot 4; thence North 89°24'18" East along the South line of said Burdick tract, 478.53 feet; thence North 72°17'21" East, 77.71 feet, more or less, to the West line of County Road conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869; thence South 24°25'00" East, 10.62 feet along the West line of County Road to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington;

in order to establish the location of the Common Boundary Line in reference to the location of existing fencing and landscaping improvements running along the common boundary line. The Boundary Line adjustment area is also identified on a survey map recorded under Skagit County Auditor's File No. 2023 10300090 (the "Survey Map"). This Agreement, the Survey Map, Quit Claim Deed, and Real Estate Excise Tax affidavit, shall be hereafter filed and recorded by Theo Hill after mutual execution of this Agreement and related documents.

2.3 The Parties hereby acknowledge after the conveyances required under paragraph 2.1 and 2.2 above, the Theo Hill property will have a legal description as described on **Exhibit C** attached hereto and the Zimmerman property will have a legal description as described on **Exhibit D** attached hereto.

2.4 The Parties further recognize and acknowledge that the only consideration for the mutual promises and covenants under this Agreement is the resolution of the existing boundary line disputes.

2.5 The Parties hereby agree neither this Agreement nor any other terms or provisions thereof may be changed, waived, discharged, amended or modified orally or in any manner other than by an instrument in writing signed by all of the Parties hereto.

2.6 Subject to the provisions hereof regarding assignment, if any, this Agreement shall be binding upon and inure to the benefit of the respective Parties and their legal representatives, successors, assigns and heirs.

2.7 This Agreement has been reviewed and approved by each of the Parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language and all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against either party.

2.8 Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the circumstances in order

to accomplish the intent and purposes of this Agreement and to carry out its provisions. The Parties further agree to cooperate with one another in order to eliminate any underlying encumbrances or liens which may remain with respect to the parcel of property being conveyed and received by the other party hereunder including the Deed of Trust encumbrances against the Zimmerman property recorded under Skagit County Auditor's File No. 20181050040 and 201102160002 and the Deed of Trust encumbrance against the Theo Hill property recorded under Skagit County Auditor's File No. 2022001240077.

2.9. If any party hereto shall bring any suit, arbitration or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all costs and disbursements, such sum as the Court or Arbitrator may determine to be reasonable attorneys' fees.

2.10. The failure of any Party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in any one or more instances shall not be construed to be a waiver or relinquishment of any such action or right, or of any other covenant or agreements, but shall the same be and remain in full force and effect.

2.11. This Agreement, Quit Claim Deeds, Real Estate Excise tax affidavits, and Survey Map, any attached Exhibits contains the entire Agreement and understanding of the Parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein including any provision of a letter of intent. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein and there are no related collateral agreements existing between the Parties that are not referenced herein.

2.12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

2.13. Theo Hill assumes and agrees to pay any and all costs relating to the preparation of this Agreement, surveying consultation fees, and the recording of the survey map, Quit Claim Deeds and Real Estate Excise tax affidavits, and this Agreement, which shall include attorneys' fees, recording fees, excise taxes, and any other costs incurred by or paid by Theo Hill directly relating to the consummation of this Agreement.

2.14. Zimmerman shall assume and pay for any and all of their attorneys' fees, or surveying fees, if any, incurred by them relating to their review, acceptance and the consummation of this Agreement and related attachments.

2.15. Each party executing this Agreement on behalf of another person or organization represents and warrants to each member of all other Parties that he or she is fully authorized to execute and deliver this Agreement on behalf of such person or organization. Each member of

each party represents and warrants to all members of all other Parties that no consent of any person not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding upon each member of the Parties hereto or that such consent has heretofore been granted and obtained.

Theo Hill, LLC, a Washington limited liability company,

By: Melinda R Bucy
Melinda Bucy, Member

By: M O Bryan
Marcie O'Bryan, Member

Phillip Zimmerman
Phillip Zimmerman

Barbara J. Zimmerman
Barbara Zimmerman

STATE OF WASHINGTON)
) ss
 COUNTY OF SKAGIT)

This is to certify that on this 15th day of July, 2023, before me, the undersigned Notary Public, personally appeared, Phillip Zimmerman and Barbara Zimmerman, to me known to be the persons described in and who executed the foregoing Agreement and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN this 15th day of July, 2023.



Tracy L. Berg
Tracy L. Berg [print name]
 NOTARY PUBLIC in and for the State
 of ~~California~~ Washington, residing at Skagit County
 My commission expires: 09/01/2024

STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAGIT)

This is to certify that on this 15th day of July, 2023, before me, the undersigned Notary Public, personally appeared Melinda Bucy and Marcie O'Bryan, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the Members of Theo Hill, LLC and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 15th day of July, 2023.



Tracy L. Berg
 [Print Name] Tracy L. Berg
 Notary Public in and for the State of Washington
 residing at Skagit County
 My commission expires 09/01/2024

EXHIBIT A**Property Legal Description**

(Theo Hill property)

That portion of Government Lot 4 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of Big Lake Boulevard as it existed on May 15, 1917, a distance of 195 feet Southerly from its intersection with the North line of said Lot 4; thence Southerly along the West line of said Boulevard, a distance of 164 feet; thence West parallel with the North line of said Lot 4 to a point 20 feet East of the West line of said Lot 4; thence North parallel with the West line of said Lot 4 to a point on a line parallel with the North line of said Lot 4 and which intersects the Point of Beginning; thence East to the Point of Beginning;

EXCEPT that portion thereof conveyed to Skagit County by deed dated April 29, 1947 and recorded April 30, 1947, in Volume 217 of deeds, page 591, under Auditor's File No. 403869, records of Skagit County, Washington;

AND EXCEPT mineral rights reserved in deed from Day Lumber Company, a corporation, and H.C. Peters and Gertrude Peters, his wife, dated May 15, 1917, and recorded June 12, 1917, in Volume 107 of deeds, page 70, under Auditor's File No. 119539, records of Skagit County, Washington;

AND ALSO EXCEPT that portion thereof lying within the boundaries of the following described tract;

Beginning at a point on the West side of Big Lake Boulevard as shown on the PLAT OF BIG LAKE WATER FRONT TRACTS, according to the plat thereof recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, said point being 195 feet Southerly from where said West line of Big Lake Boulevard crosses the North line of said Lot 4; thence Southerly along the West line of said Big Lake Boulevard, a distance of 139 feet; thence West on a line parallel with the North lot line of said Lot 4 to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869, records of Skagit County, Washington, and the TRUE POINT OF BEGINNING of the tract herein described;

thence Southerly along said West line 25 feet to the Southeast corner of that certain tract conveyed to Gail J. Emrick, et ux, by deed dated September 29, 1980, and recorded September 30, 1980, under Auditor's File No. 8009300034, records of Skagit County, Washington;
thence West along the South line of said Emrick tract, a distance of 82 feet;
thence Northeasterly in a straight line to the TRUE POINT OF BEGINNING.

TOGETHER WITH that portion of Government Lot 4 of Section 36, Township 34 North, Range 4 East, W.M. described as follows:

Begin at the Southwest corner of that certain tract conveyed to James P. Burdick by deed recorded June 12, 1917 as Auditor's File No. 119539 in Volume 170 of Deeds, Page 70, records of Skagit County, Washington;
thence South to the Northwest corner of that certain tract conveyed to William Brusewitz by deed recorded July 5, 1923 as Auditor's File No. 165842 in Volume 129 of Deeds, Page 436;
thence East along the North line of said Brusewitz tract to its Northeast corner;
thence Northerly along the West line of West Big Lake Boulevard as shown on the face of the plat of Big Lake Water Front Tracts, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, Page 12, to the Southeast corner of said Burdick tract;
thence West along the South line of said Burdick tract to its Southwest corner being the Point of Beginning;

EXCEPT those portions thereof conveyed to Skagit County by deeds recorded April 30, 1947 and May 26, 1947 as Auditor's File Nos. 403869 and 404830;
AND ALSO EXCEPT that portion thereof, if any, lying within the existing as-built right-of-way for West Big Lake Boulevard.

Situated in Skagit County, Washington.

EXHIBIT B**Property Legal Description**

(Zimmerman property)

Parcel "A":

That portion of Government Lot 4, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Westerly line of Big Lake Boulevard as shown on the PLAT OF BIG LAKE WATERFRONT TRACTS, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, and as said Westerly line existed on May 15, 1922, at a point 370 feet Southerly from where said Westerly line intersects the North line of said Government Lot 4, said Point of Beginning being the Northeast corner of those premises conveyed to William Brusewitz by Deed dated May 15, 1922, filed July 5, 1923, as Auditor's File No. 165842 and recorded in Volume 129 of deeds, page 436;
thence West parallel with the North line of said Government Lot 4 to a point 20 feet East of the West line of said Government Lot;
thence South parallel with the West line of said Government Lot to the North line of Tract "B" in said PLAT OF BIG LAKE WATERFRONT TRACTS, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington;
thence East along the North line of said Tract "B" to the Westerly line of said Big Lake Boulevard as shown on said Plat of Big Lake Waterfront Tracts and as said Westerly line existed on May 15, 1922;
thence Northerly along said Westerly line to the Point of Beginning

EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated May 23, 1947, filed May 26, 1947, as Auditor's File No. 404830 and recorded in Volume 218 of Deeds at page 328.

Parcel "B"

That portion of Government Lot 4, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Westerly line of Big Lake Boulevard as shown on the PLAT OF BIG LAKE WATERFRONT TRACTS, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington, said point being 195 feet Southerly from where said West line of Big Lake Boulevard crosses the North line of said Lot 4;
thence Southerly along the West line of said Big Lake Boulevard 139 feet;

thence West on a line parallel with the North lot line of said Lot 4 to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the TRUE POINT OF BEGINNING of the tract herein described;

Thence Southerly along said West line 25 feet to the Southeast corner of that certain tract conveyed to Call J. Emrick, et ux, by deed dated September 29, 1980, recorded September 30, 1980, under Auditor's File No. 8009300034;

thence West along the South line of said Emrick tract, 82 feet;

thence Northeasterly in a straight line to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington.

EXHIBIT C**Property Legal Description**

(Theo Hill property after boundary line adjustment conveyance)

That portion of Government Lot 4 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the West line of Big Lake Boulevard as it existed on May 15, 1917, a distance of 195 feet Southerly from its intersection with the North line of said Lot 4; thence Southerly along the West line of said Boulevard, a distance of 164 feet; thence West parallel with the North line of said Lot 4 to a point 20 feet East of the West line of said Lot 4; thence North parallel with the West line of said Lot 4 to a point on a line parallel with the North line of said Lot 4 and which intersects the Point of Beginning; thence East to the Point of Beginning;

EXCEPT that portion thereof conveyed to Skagit County by deed dated April 29, 1947 and recorded April 30, 1947, in Volume 217 of deeds, page 591, under Auditor's File No. 403869, records of Skagit County, Washington;

AND EXCEPT mineral rights reserved in deed from Day Lumber Company, a corporation, and H.C. Peters and Gertrude Peters, his wife, dated May 15, 1917, and recorded June 12, 1917, in Volume 107 of deeds, page 70, under Auditor's File No. 119539, records of Skagit County, Washington;

TOGETHER WITH that portion of Government Lot 4, In Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of Government Lot 4; thence North 89°24'18" East along the North line of said Lot 4, 443.07 feet to a point where the West side of Big Lake Boulevard crosses the North line of said Lot 4, as shown on Plat of BIG LAKE WATER FRONT TRACTS, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; thence South 24°25'00" East along the West side of Big Lake Boulevard, 345.00 feet to a point that is North 24°25'00" West, 25.00 feet from the Northeast corner of that certain tract conveyed to William Brusewitz by deed recorded July 5, 1923 as Auditor's File No. 165842 in Volume 129 of Deeds, Page 436;

thence South 89°24'18" West on a line parallel with the North lot line of said Lot 4, 10.53 feet, more or less, to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the TRUE POINT OF BEGINNING;
thence South 72°17'21" West, 77.71 feet, more or less, to the North line of said Brusewitz tract;
thence South 89°24'18" West along the North line of said Brusewitz tract, 482.06 feet to the Northwest corner of said Brusewitz tract;
thence North 0°09'29" East parallel with the West line of Government Lot 4, 10.06 feet to the Southwest corner of that certain tract conveyed to James P. Burdick by deed recorded June 12, 1917 as Auditor's File No. 119539 in Volume 170 of Deeds, Page 70, records of Skagit County, Washington, said point is 328.42 feet South of the North line and 20.00 feet East of the West line of said Government Lot 4;
thence North 89°24'18" East along the South line of said Burdick tract, 478.53 feet;
thence North 72°17'21" East, 77.71 feet, more or less, to the West line of County Road conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869;
thence South 24°25'00" East, 10.62 feet along the West line of County Road to the TRUE POINT OF BEGINNING.

EXCEPT those portions thereof conveyed to Skagit County by deeds recorded April 30, 1947 and May 26, 1947 as Auditor's File Nos. 403869 and 404830;
AND ALSO EXCEPT that portion thereof, if any, lying within the existing as-built right-of-way for West Big Lake Boulevard.

Situate in the County of Skagit, State of Washington.

EXHIBIT D**Property Legal Description**

(Zimmerman property after boundary line adjustment conveyance)

Parcel "A":

That portion of Government Lot 4, Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at a point on the Westerly line of Big Lake Boulevard as shown on the PLAT OF BIG LAKE WATERFRONT TRACTS, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, and as said Westerly line existed on May 15, 1922, at a point 370 feet Southerly from where said Westerly line intersects the North line of said Government Lot 4, said Point of Beginning being the Northeast corner of those premises conveyed to William Brusewitz by Deed dated May 15, 1922, filed July 5, 1923, as Auditor's File No. 165842 and recorded in Volume 129 of deeds, page 436;

thence West parallel with the North line of said Government Lot 4 to a point 20 feet East of the West line of said Government Lot;

thence South parallel with the West line of said Government Lot to the North line of Tract "B" in said PLAT OF BIG LAKE WATERFRONT TRACTS, Skagit County, Washington, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington;

thence East along the North line of said Tract "B" to the Westerly line of said Big Lake Boulevard as shown on said Plat of Big Lake Waterfront Tracts and as said Westerly line existed on May 15, 1922;

thence Northerly along said Westerly line to the Point of Beginning

EXCEPT that portion conveyed to Skagit County for road purposes by Deed dated May 23, 1947, filed May 26, 1947, as Auditor's File No. 404830 and recorded in Volume 218 of Deeds at page 328.

TOGETHER WITH that portion of Government Lot 4, In Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the Northwest corner of Government Lot 4;

thence North 89°24'18" East along the North line of said Lot 4, 443.07 feet to a point where the West side of Big Lake Boulevard crosses the North line of said Lot 4, as shown on Plat of BIG LAKE WATER FRONT TRACTS, as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington;

thence South 24°25'00" East along the West side of Big Lake Boulevard, 370.00 feet to the Northeast corner of that certain tract conveyed to William Brusewitz by deed recorded July 5, 1923 as Auditor's File No. 165842 in Volume 129 of Deeds, Page 436;
thence South 89°24'18" West on a line parallel with the North lot line of said Lot 4, 12.89 feet, more or less, to a point that intersects with the West line of that certain tract conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869 and the TRUE POINT OF BEGINNING;
thence continuing South 89°24'18" West along the North line of said Brusewitz tract, 82.00 feet;
thence North 72°17'21" East, 77.71 feet, more or less, to the West line of County Road conveyed to Skagit County for road purposes by deed dated April 29, 1947, recorded April 30, 1947, under Auditor's File No. 403869, said point being is North 19°16'35" West, 24.14 feet from the TRUE POINT OF BEGINNING;
thence South 19°16'35" East, 24.14 feet to the TRUE POINT OF BEGINNING.

EXCEPT those portions thereof conveyed to Skagit County by deeds recorded April 30, 1947 and May 26, 1947 as Auditor's File Nos. 403869 and 404830;
AND ALSO EXCEPT that portion thereof, if any, lying within the existing as-built right-of-way for West Big Lake Boulevard.

Situate in the County of Skagit, State of Washington,