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01/24/2024 11:40 AM Pages: 1 of 5 Fees: \$308.50
Skagit County Auditor

AFTER RECORDING RETURN TO:

SALLYE QUINN
BARRON QUINN BLACKWOOD PLLC
306 N. COMMERCIAL ST. SUITE 101
BELLINGHAM, WASHINGTON 98225

DOCUMENT TITLE: Vegetation Clearing Agreement
REFERENCE NUMBER OF RELATED DOCUMENT: N/A
GRANTOR: Denise L. Hollister, an individual
GRANTEE: Junior Farms, LLC, a Washington limited liability company
ABBREVIATED LEGAL DESCRIPTION: Portion of SE/NE; Section 14-35-3
TAX PARCEL NUMBER: (P34276) 350314-0-008-0002; (P34307) 350314-1-009-0009

VEGETATION CLEARING AGREEMENT

This VEGETATION CLEARING AGREEMENT ("**Agreement**") is made and entered into on this 29 day of December, 2023, by Denise L. Hollister, an individual ("**Grantor**") and Junior Farms, LLC, a Washington limited liability company ("**Grantee**").

RECITALS

- A.** Grantor is the owner of certain real property situated in Skagit County, Washington, more particularly described on the attached Exhibit A (the "**Grantor Property**"):
- B.** Grantee is the owner of certain real property situated in Skagit County, Washington, more particularly described on the attached Exhibit B (the "**Grantee Property**"):
- C.** Grantor and Grantee recently completed a boundary line adjustment with regard to common boundary lines, which boundary line adjustment is recorded under Skagit County Auditor's File No. 202401240030. As a part of and in connection with the boundary line adjustment, Grantor and Grantee desire to confirm and acknowledge Grantee's rights to prune, trim, cutback and/or remove any vegetation hanging or growing over, on or under any common property line between the Grantor Property and the Grantee Property.

NOW THEREFORE, in consideration of the terms and provisions of this Agreement, mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby declared and agreed that the following grants, rights, privileges, and obligations shall be established over the burdened and benefited properties.

AGREEMENT

- 1. RIGHT TO CLEAR VEGETATION.** Grantor hereby grants and conveys to Grantee, for the benefit of the Grantor Property, the right (but not the obligation) to prune, trim, cutback and/or remove any vegetation hanging or growing over, on or under any common property line between the Grantor Property and the Grantee Property, including vegetation standing on the common property line. The foregoing right is specifically intended to expand the rights the Grantor may have pursuant to Washington State common law to take such action with regard to vegetation hanging or growing over, on or under any common property line between the Grantor Property and the Grantee Property and is further intended to waive Grantor's rights, to the fullest extent permitted by law, to any claim Grantor may have pursuant to RCW 64.12.030 or such other similar law in connection with Grantee's exercise of Grantee's rights pursuant to this Agreement.
- 2. RUN WITH THE LAND.** The rights and obligations of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 3. NONWAIVER OF BREACH.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
- 4. EXPENSES AND ATTORNEYS' FEES.** The prevailing party in any action brought to enforce any terms and conditions of this Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs, and expenses.
- 5. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any lawsuit filed shall lie exclusively in Skagit County Superior Court.
- 6. NO THIRD-PARTY BENEFICIARIES.** No right, privilege, or immunity of any of the parties shall inure to the benefit of any third party, nor shall any third party be a beneficiary of any of the provisions of this Agreement, except as may be specifically provided herein.
- 7. MODIFICATION MUST BE IN WRITING.** No oral or written statements made prior to or following entry of this Agreement shall be considered a part of this Agreement unless expressly incorporated herein in writing. This Agreement may be modified in writing only, upon mutual agreement of the parties hereto.
- 8. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

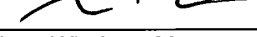
9. **EXECUTION BY COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.

GRANTOR:


Denise L. Hollister

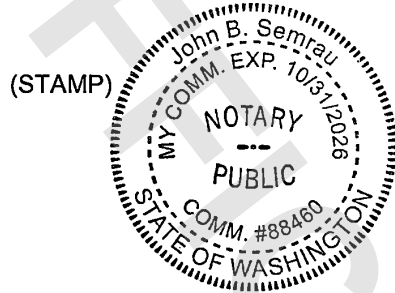
GRANTEE:

Junior Farms, LLC

By: 
Tony Wisdom, Manager

State of Washington)
) ss.
 County of Skagit)

This record was acknowledged before me on JANUARY 19 2024 by Denise L. Hollister.

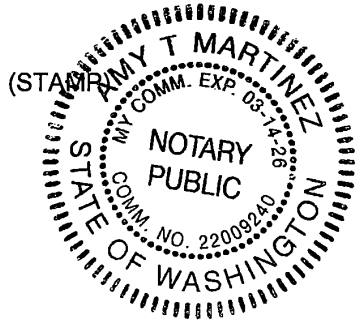


[Signature]
 (Signature)

Notary Public
 My commission expires: 10/31/2026

State of Washington)
) ss.
 County of Skagit)

This record was acknowledged before me on 12/29 2023 by Tony Wisdom as Manager
 of Junior Farms, LLC.



[Signature]
 (Signature)

Notary Public
 My commission expires: 3/14/2026

EXHIBIT A
GRANTOR PROPERTY

NEW P34276

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 3 East, W.M., described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

Thence South $0^{\circ}57'48''$ West, along the East line of said Section 14 and the centerline of the county road known as Ershig Road, a distance of 330.08 feet to a point 330 feet South of the North line of said Southeast 1/4 of the Northeast 1/4 and the **TRUE POINT OF BEGINNING**;

Thence North $87^{\circ}48'41''$ West, parallel with the North line of said Southeast 1/4 of the Northeast 1/4, a distance of 169.93 feet;

Thence South $0^{\circ}48'49''$ West a distance of 291.10 feet;

Thence South $89^{\circ}17'07''$ East a distance of 169.13 feet, more or less, to the East line of said Section 14;

Thence North $0^{\circ}57'48''$ East a distance of 286.73 feet along said east line to the **TRUE POINT OF BEGINNING**.

EXCEPT County Road.

Situate in the County of Skagit, State of Washington.

EXHIBIT B
GRANTEE PROPERTY

NEW E1/2 of P34307 and P34323

The East 1/2 of the Southeast 1/4 of the Northeast 1/4, EXCEPT the North 330 feet thereof, of Section 14, Township 35 North, Range 3 East, W.M., and the East 1/2 of the North 330 feet of the Northeast 1/4 of the Southeast 1/4 of said Section 14;

EXCEPT A portion of the Southeast 1/4 of the Northeast 1/4 of Section 14, Township 35 North, Range 3 East, W.M., described as follows:

Commencing at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 14;

Thence South 0°57'48" West, along the East line of said Section 14 and the centerline of the county road known as Ershig Road, a distance of 330.08 feet to a point 330 feet South of the North line of said Southeast 1/4 of the Northeast 1/4 and the **TRUE POINT OF BEGINNING**;

Thence North 87°48'41" West, parallel with the North line of said Southeast 1/4 of the Northeast 1/4, a distance of 169.93 feet;

Thence South 0°48'49" West a distance of 291.10 feet;

Thence South 89°17'07" East a distance of 169.13 feet, more or less, to the East line of said Section 14;

Thence North 0°57'48" East a distance of 286.73 feet along said east line to the **TRUE POINT OF BEGINNING**.

AND EXCEPT the East 30 feet of said Southeast 1/4 of the Northeast 1/4 conveyed to Skagit County for road purposes by deed recorded May 5, 1898, under Auditors File No. 28466.

Situate in the County of Skagit, State of Washington.