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AGREEMENT REGARDING BOUNDARY LINE

9105030056

This is an agreement dated August 31, 1990, by and between RICHARD DUNNINGTON and MARGARET DUNNINGTON, husband and wife (hereinafter referred to as "DUNNINGTON") and NANCY SAYER (formerly NANCY JUNKERSFELD), ELLIOTT W. JOHNSON, MARY CARLSON, ROSE HILDE (formerly ROSE JOHNSON) and MARGARET NEUDORFER, each married persons, and each as their sole and separate property as to an undivided one-fifth interest, and each as tenants-in-common (who are all grandchildren of JESS and MAUDE WILLARD and are hereinafter referred to as "WILLARD").

BACKGROUND

1. DUNNINGTONS are owners of a parcel of real property located in Skagit County in an area known as North Beach on Samish Island, more precisely described as follows; to-wit:

Lot 1 of Dunlap and Jenne's Camping Tracts, a portion of Government Lot 1, within Section 26, Township 36 North, Range 2 East, W.M., Skagit County, Washington.

ALSO that part of Government Lot 1, Section 26, Township 36 North, Range 2 East, W.M., lying between the South line of Lot 1, "PLAT OF DUNLAP and JENNE'S CAMPING TRACTS", according to the plat thereof in Volume 4 of Plats, page 48, records of Skagit County, and the North line of the Harold R. Roney Road, and between the East and West line of said Lot 1 of said Plat of Dunlap and Jenne's Camping Tracts, extended Southerly.

2. WILLARDS are owners of a parcel of real property in Skagit County in the area known as North Beach on Samish Island more precisely described as follows; to-wit:

9105030056

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAY 2 1991

Amount Paid \$
Skagit County Treasurer
By: *[Signature]* Deputy

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Return To:
ELLIOTT W. JOHNSON
Attorney at Law
709-711 South First Street
Mount Vernon, WA 98273
(206) 336-4502

JERRY MCINTURE
SKAGIT COUNTY CLERK
'91 MAY 13 P 3 30
RECORDED
INDEXED ABC

Parcel "A"

That portion of Government Lot 1 in Section 26, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the Government meander line 210 feet Easterly of the Northwest corner thereof; thence Easterly along said meander line 70 feet; thence South parallel to the West line of said Government lot, 210 feet; thence Westerly parallel with the meander line 70 feet; thence North 210 feet to the point of beginning.

Parcel "B"

That portion of Government Lot 1 in Section 26, Township 36 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning at a point on the Government meander line 210 feet Easterly of the Northwest corner thereof; thence South parallel to the West line of said Government lot, 210 feet to the true point of beginning; thence Easterly parallel with the meander line 70 feet; thence South to the County road known as the H.R. Roney Road; thence Westerly along said road to a point South of the true point of beginning.

TOGETHER WITH tidelands of the second class as conveyed by the state of Washington in front of, adjacent to and abutting on Parcel "A", hereinabove described.

3. The DUNNINGTON property is the eastern most lot of the Dunlap and Jenne's Camping Tracts subdivision. The JOHNSON property is the western most lot of the former Roney tract. The boundary line is unclear because of early discrepancies in surveys: The Roney survey started from the eastern point of the then Roney tract; the Dunlap and Jenne Camping Tracts survey (done sometime in the 1920s) started from the western most point

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of the former Alexander tract. An undefined strip of land between the two tracts was recognized by Roney and Jenne and deeded by Roney to Jenne June 30, 1933. The strip, which has been used by the Jenne family, was thought to be approximately 13 feet wide but was not so stated in the recorded conveyance document. The easterly boundary of this strip is shown by Don Semrau as the "apparent line of occupation" in his 1984 survey for Margaret Dunnington. The boundary between the lot to the east and the Dunnington property is not now defined.

4. The parties hereto desire to enter into this agreement for the purpose of establishing that boundary and for the future.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed by the parties as follows:

1. Location of the Boundary. DUNNINGTON and WILLARD hereby agree that the property line between the DUNNINGTON and WILLARD lots be established as follows:

The northerly and southerly extension of a line commencing at a point on the northerly edge of a sidewalk along the beach front of the properties which point is westerly of the Johnson flagpole and between the first and second concrete retaining wall blocks ("ecology blocks"), being approximately 57" westerly of the west edge of the existing flag pole slab; thence traveling in a southerly direction through a point that is exactly 7 feet westerly of the northwesterly corner of the foundation of a building on the Johnson property known as the "Annex" which line shall be at all times located on the east side of the now existing berry bushes and supports thereof

continuing up the back hill to Roney Road.

2. Transfer of Interest.

2.1 WILLARDS, for themselves, their successors, assigns and heirs, hereby convey and quit claim any and all interest in and to DUNNINGTONS' property and any portion thereof lying westerly of the boundary line set forth hereinabove in paragraph 1 to DUNNINGTONS. This conveyance shall include any after acquired title.

2.2 DUNNINGTONS, for themselves, their successors, assigns and heirs, hereby convey and quit claim any and all interest in and to WILLARDS' property and any portion thereof lying easterly of the boundary line set forth hereinabove in paragraph 1 to WILLARDS. This conveyance shall include any after acquired title.

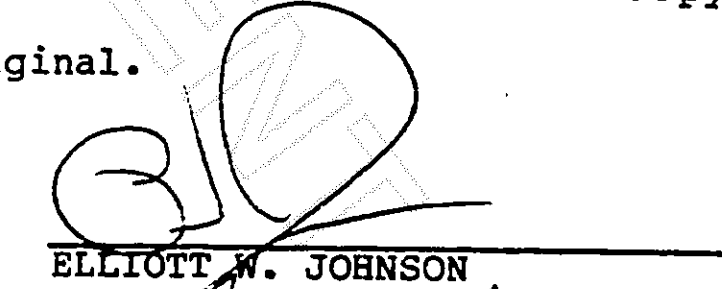
3. Agreement to Run With the Land. The parties hereto acknowledge and agree that the provisions of this agreement shall be binding on themselves, their successors, assigns and heirs. It is understood and agreed by the parties hereto that benefits and burdens of the boundary line set by agreement herein between the parties shall attach to and run with the land and the same shall not be assigned, separate or apart from the restrictive property of the parties.

4. Survey of the Line. The parties hereto agree that Leonard & Boudinot, Skagit County surveyors, shall be retained to set the line and draw a legal description of the line for the

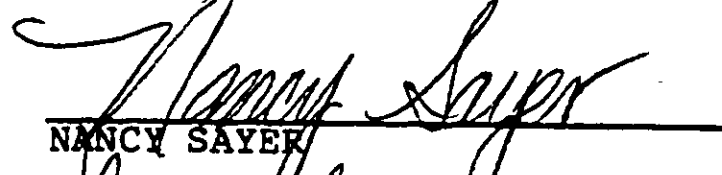
parties consistent with the description set forth herein above. The parties agree to share equally the cost of such work by Leonard & Boudinot. Both parties agree that upon completion of the legal description of the line, any survey and/or legal description may be recorded with the Skagit County Auditor's office to memorialize the legal description of the line for all purposes hereafter.

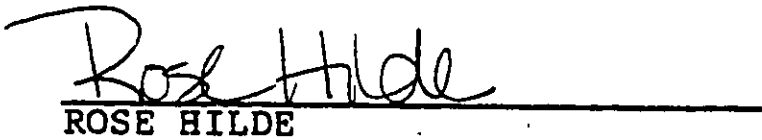
5. Execution in Duplicate. This agreement has been executed in duplicate by the parties and each executed copy thereof shall be considered an original.

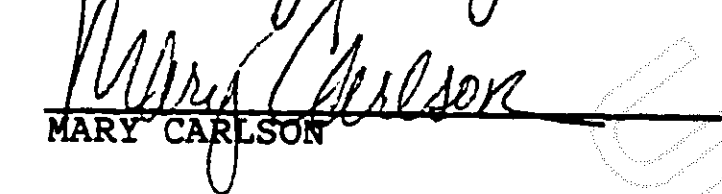

RICHARD DUNNINGTON


ELLIOTT W. JOHNSON


MARGARET DUNNINGTON


NANCY SAYER


ROSE HILDE


MARY CARLSON


MARGARET NEUDORFER



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that RICHARD and MARGARET DUNNINGTON signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 31, 1990

G. Bruce Patten
NOTARY PUBLIC

My appointment expires: 10/10/92

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ELLIOTT W. JOHNSON signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug. 31, 1990

Cathy L. Miller
NOTARY PUBLIC

My appointment expires: 4/2/91

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that NANCY SAYER signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug 31, 1990

Cathy L. Miller
NOTARY PUBLIC

My appointment expires: 4/2/91

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that ROSE HILDE signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug 31, 1990

Cathy L. Miller
NOTARY PUBLIC
My appointment expires: 4/2/91

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MARY CARLSON signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Aug. 31, 1990

Cathy L. Miller
NOTARY PUBLIC
My appointment expires: 4/2/91

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that MARGARET NEUDORFER signed this instrument and acknowledge it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: Feb. 6, 1991

Cathy L. Miller
NOTARY PUBLIC
My appointment expires: 4/2/91

Handwritten initials