

# ISLAND TITLE CO.

# ACCOMMODATION RECORDING

#### GADBOIS AND SWANSON REAL PROPERTY AGREEMENT

This Agreement is made as of June 5, 2002 by and between Larry G. & Suzanne M. Gadbois, 22416 Mud Lake Rd, Mount Vernon, WA 98273 and Tami Swanson, 22308 Mud Lake Rd., Mount Vernon, WA 98273 (the "Parties") for the purpose of establishing the rights of ownership, possession and use of the real property commonly known as 2034 Mud Lake Rd., and currently known as 22308 Mud Lake Rd., Mount Vernon, WA 98273.

#### WITNESSETH:

WHEREAS, Arthur W. Gadbois established a Revocable Living Trust (the "Trust") dated September 20, 1991 and as subsequently amended; and

WHEREAS, Article Three of the Trust directed that the Trustee shall distribute to Tammi (Tami) Swanson all right, title and interest that the Trust may have in or to the real property (the "Property") commonly known as 2034 Mud Lake Rd., Mount Vernon, WA 98273, which Property is described as follows:

Approximately one acre commonly known as 2034 Mud Lake Rd. Mount Vernon Washington, 98273, starting at the NW corner of the property East of Mud Lake Rd., then South 170' on the Mud Lake Rd., then East 256.5', then North 170' to property line bordering Tom Stakkeland on 2038 Mud Lake Rd., then West 256.5' to point of origin; and

WHEREAS, Larry G. Gadbois is also a beneficiary of the Trust and is entitled to a portion of the Trust assets; and

WHEREAS, Darrell Gadbois is the current Trustee of the Trust: and

WHEREAS, The Trustee now wishes to sell the property and make distributions according to the Trust; and

WHEREAS, Larry G. & Suzanne M. Gadbois ("the Purchasers") are purchasing real property from the Trust, which property is described as follows:

Abbreviated Legal Description: Ptn. E/2 NW and E/2 SW, Sec. 11, T34N, R4E W.M. See legal description attached hereto and by reference made a part hereof.

and such property includes the Property described above; and

WHEREAS, Current zoning laws, ordinances or regulations do not permit subdivision of the real property parcel which includes the Property, and therefore, the rights of ownership, possession and use of the Property cannot currently be conveyed by deed to Tammi (Tami) Swanson as intended by the Trust;

NOW, THEREFORE, for and inconsideration of the covenants, conditions and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties hereto, the Purchasers and Tami Swanson agree as follows:

#### GRANT

Subject to the terms and conditions set forth in this Agreement, Purchasers hereby grant to Tami Swanson the rights of ownership, possession and use of the Property described above (commonly known as 2034 Mud Lake Rd., and currently known as 22308 Mud Lake Rd., Mount Vernon, WA 98273). Such rights shall continue until the earlier to occur of:

- 1) Revisions in zoning laws, ordinances or regulations permitting subdivision of the real property such that the rights of ownership, possession and use of the Property can be deeded to Tami Swanson using the simplest form (e.g. quit claim form) as originally contemplated by the Trust, with the cost of doing so, shared equally by the Parties, or
- 2) Termination of this Agreement by the mutual consent of the Parties.

#### PROPERTY INSURANCE

The Parties shall each maintain appropriate insurance for their respective interests in the real property.

#### MAINTENANCE

The Parties shall each maintain their respective portions of the real property.

#### UTILITIES AND SERVICES

The Parties shall each be responsible for their respective portions of utilities and services for the real property.

#### **TAXES**

The Parties shall each be responsible for their respective portions of any real property taxes attributable to the property.

Island Title Company has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

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#### **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Washington.

#### ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

#### **SEVERABILITY**

If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## BINDING EFFECT

The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

#### RECORDING

This Agreement shall be recorded in Skagit County, Washington.

#### COUNTERPARTS

This Agreement may be executed in counterparts and via telecopier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal effective as of the date first set forth above.

Larry of Gadbois

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STATE OF WASHINGTON )	
)SS:	
COUNTY OF SKAGIT )	
	, 0
The foregoing instrument was ack	
by Larry G. Gadbois, who is personally kno	own to me or has produced <u>limitely luceuso</u> as
identification and did tid not take an oath.	
EN ESION A C	N-4 D.L1:
The state of the s	Notary Public:
S NOTARY B	sign Marcel Palech
Diam's C	print
PUBLIC State of Washington (Seel)	MARCIE K. PALECK
Residing in Mount Vernen	√/
My Commission Bapires: October	r 15, 2004
Millione	
	I mull.
	Luzanne M Laclbois
	Suzanne M. Gadbois
STATE OF WASHINGTON)	
)SS:	
COUNTY OF SKAGIT)	
The foregoing instrument was ack	nowledged before me on this ( day of ) www , 2002
by Suzanne M. Gadhois, who is personally	known to me or has produced white we was as
identification and did did not take an oath.	known to the of has produced to the total as
-acit will be	
ESION E	
NOTARY	Notary Public:
3 6	sign MARCIE K. PALECK
PUBLIC :	sign MARCIE K. TABBOK
10-15-0 <sup>A</sup>	print Marcol Paloch
1, 72	print VV (O) Ceo! Closel
State of Washington (Seal) Residing in Mount Vernon	
My Commission Expires: October	: 15, 2004
my commission Expires. October	(13, 400T

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200207080110 Skagit County Auditor 7/8/2002 Page 4 of 7 11:24AM Tami G. Swanson

STATE OF WASHINGTON)

)SS:

COUNTY OF SKAGIT)

The foregoing instrument was acknowledged before me on this day of day of your , 2002 by Tami G. Swanson, who is personally known to me or has produced was uccome as identification and did/did not take an oath.

Notary Public:

sign VV ances t

print

MARCIE K. PALECK

State of Washington (Seal) Residing in Mount Vernon

My Commission Expires: October 15, 2004

PUBLIC PUBLIC OF WASHINGTON

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# **EXHIBIT 'A'**

## PARCEL A:

That portion of the East Half of the Northwest Quarter of Section 11, Township 34 North, Range 4 East of the Willamette Meridian, lying Easterly of the Mud Lake Road and Southerly and Southwesterly of the following described line set forth in Boundary Line Adjustment recorded April 20, 2000, under Auditor's File No. 2004200052, records of Skagit County, Washington, as follows:

Commencing at the Northeast corner of said subdivision;
Thence South 00°40'26" West along the East line thereof, a distance of 1,935.21 feet to the initial point of this line description;
Thence North 87°57'59" West parallel with the North line of the Southeast Quarter

of the Northwest Quarter of said Section 11, a distance of 436.87 feet; Thence North 19°24'24" West, a distance of 1,031.94 feet to the Southeasterly line of the Mud Lake Road and terminus of this line description.

EXCEPT those portions conveyed or established as County Roads known as Swan Road, Mud Lake Road and Babcock Road.

# PARCEL D:

That portion of the East Half of the Northwest Quarter of Section 11, Township 34 North, Range 4 East of the Willamette Meridian, which lies Westerly of Babcock Road and Mud Lake Road;

EXCEPT therefrom the North 660 feet thereof.

ALL Situated in Skagit County, Washington.

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# Exhibit "A"

# PARCEL B:

That portion of the Northeast Quarter of the Southwest Quarter of Section 11, Township 34 North, Range 4 East of the Willamette Meridian, lying Northerly of the North line of the County Road known as Babcock Road.

## PARCEL C:

That portion of the North 660 feet of the Northeast Quarter of the Northwest Quarter of Section 11, Township 34 North, Range 4 East of the Willamette Meridian, lying Westerly of the County Road known as Mud Lake Road;

EXCEPT any portion thereof lying South of a line 660 feet North of and parallel to the South line of said Northeast Quarter of the Northwest Quarter;

Situated in Skagit County, Washington.

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