

**Return Address**

Perkins Coie LLP  
1201 Third Ave., Suite 4800  
Seattle, Washington 98101  
Attention: Shasta Smith

**Document Title(s)** (or transactions contained therein):

1. Agreement Regarding Fence Encroachments

**Reference Number(s) of Documents assigned, released or amended:** N/A  
(on page \_\_\_\_ of document(s))

**Grantor(s)** (Last name first, then first name and initials):

1. The Gerard Trust
2. Gerard, Stephen M.
3. Butterfield, Lynette M.
4. Gerard, Donald Stewart
5. Kittitas County, a Washington municipal corporation

**Grantee(s)** (Last name first, then first name and initials):

1. The Gerard Trust
2. Gerard, Stephen M.
3. Butterfield, Lynette M.
4. Gerard, Donald Stewart
5. Kittitas County, a Washington municipal corporation

**Legal description** (abbreviated: i.e. lot, block, plat or section, township, range)

Ptn Sections 13, 14, 15, 22, 23, 24, 25, Township 17N, Range 21E, W.M.  
Ptn Sections 17 and 19 Township 17N, Range 22E, W.M.  
Ptn of Section 16, Township 17 North, Range 21 East, W.M.

☒ Full legal is on page 7-10 of document.

**Assessor's Property Tax Parcel/Account Number**

17-21-24050-0001; 17-21-24050-0007; 17-21-24050-0006; 17-21-24050-0002; 17-21-24050-0003;  
17-21-24050-0004; 17-22-19050-0004; 17-22-19050-0005; 17-22-19050-0006; 17-22-19050-0007;  
17-22-19050-0008; 17-22-19050-0009; 17-22-19050-0010; 17-22-19050-0011; 17-22-19050-0012;  
17-22-19050-0014; 17-22-19050-0015; 17-21-24050-0015; 17-21-24050-0016; 17-21-24050-0017;  
17-21-24050-0018; 17-21-24051-0019; 17-21-24051-0020; 17-21-24051-0021; 17-21-23051-0023;  
17-21-23051-0024; 17-21-23051-0025; 17-21-23051-0026; 17-21-23051-0027; 17-21-13000-0005;  
17-21-14000-0003; 17-21-15000-0004; 17-21-22030-0002; 17-21-23000-0001; 17-21-24000-0001;  
17-22-17030-0002; 17-22-19000-0001; 17-21-24050-0005; 17-21-16000-0001

## AGREEMENT REGARDING FENCE ENCROACHMENTS

THIS AGREEMENT REGARDING FENCE ENCROACHMENTS (this "Agreement") is made and entered into as of \_\_\_\_\_, 2010, by and between Kittitas County, a Washington municipal corporation (the "County"), and Donald S. Gerard, as Administrator of The Gerard Trust, Stephen M. Gerard, Lynette M. Butterfield (formerly Lynette M. Gerard), and Donald Stewart Gerard (together, the "Gerards"). The County and the Gerards are referred to in this Agreement from time to time together as the "Parties" and individually as a "Party."

### RECITALS

A. The County owns that certain real property located in Kittitas County, Washington that is more particularly described on EXHIBIT A attached hereto and incorporated herein by this reference (the "County Property").

B. The Gerards own that certain real property located in Kittitas County, Washington that is more particularly described on EXHIBIT B attached hereto and incorporated herein by this reference (the "Gerard Property").

C. Portions of the Gerard Property and portions of the County Property share a common boundary between Sections 15 and 16 in Township 17 North, Range 21 East, W.M. (the "Common Boundary"). A map of the Common Boundary is attached hereto as EXHIBIT C and incorporated herein by this reference. An existing fence meanders along the Common Boundary and crosses over and onto the Gerard Property in certain places and over and onto the County Property in other places (the "Fence").

D. The Parties now wish to confirm their property boundaries and to relinquish any rights of prescription or adverse possession that either Party may have with respect to the other Party's property based on the location of the Fence.

### AGREEMENT

#### **1. Confirmation of Boundaries**

**1.1 County.** The County hereby acknowledges and confirms the following: (a) the Fence is located along the Common Boundary for convenience purposes only, (b) the Fence does not represent the legal boundary between the County Property and the Gerard Property, and (c) the legal boundary of the County Property is as described on EXHIBIT A and shown on EXHIBIT C.

**1.2 Gerards.** The Gerards hereby acknowledge and confirm the following: (a) the Fence is located along the Common Boundary for convenience purposes only, (b) the Fence

does not represent the legal boundary between the Gerard Property and the County Property, and (c) the legal boundary of the Gerard Property is as described on EXHIBIT B and shown on EXHIBIT C.

## **2. Relinquishment of Rights**

**2.1 County.** The County hereby forfeits and relinquishes any and all rights of prescription or adverse possession that it may have now or in the future with respect to the Gerard Property based on the location of the Fence. The County further agrees that it shall not bring any suits, claims, or demands against the Gerards concerning the same.

**2.2 Gerards.** The Gerards hereby forfeit and relinquish any and all rights of prescription or adverse possession that any of them may have now or in the future with respect to the County Property based on the location of the Fence. The Gerards further agree that none of them shall bring any suits, claims, or demands against the County concerning the same.

## **3. Counterparts**

This Agreement may be executed in any number of counterparts as the Parties may deem necessary or convenient, and each counterpart will be deemed an original for all purposes and all counterparts will collectively constitute one Agreement.

## **4. Governing Law; Venue**

This Agreement and the legal relations between the Parties will be governed by, construed, and enforced in accordance with the laws of the State of Washington. Venue for any legal action shall be in Kittitas County, Washington.

## **5. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matters described herein, and supersedes all prior agreements and understandings between the Parties related to the same. This Agreement may be amended or modified only by a written instrument executed by both Parties.

***[SIGNATURES ON FOLLOWING PAGE]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**“GERARDS”**

**“COUNTY”**

KITTITAS COUNTY,  
a Washington municipal corporation



By: \_\_\_\_\_  
Donald S. Gerard,  
as Administrator of The Gerard Trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Gerard

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Lynette M. Butterfield

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Donald Stewart Gerard

STATE OF WASHINGTON }

COUNTY OF \_\_\_\_\_}

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD S. GERARD, to me known to be the person who signed as the Administrator of The Gerard Trust, the trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said trust.

WITNESS my hand and seal hereto affixed the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

STATE OF WASHINGTON }

COUNTY OF \_\_\_\_\_ }

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STEPHEN M. GERARD, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and seal hereto affixed the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

STATE OF WASHINGTON }

} SS

COUNTY OF \_\_\_\_\_ }

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared LYNETTE M. BUTTERFIELD, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and seal hereto affixed the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

STATE OF WASHINGTON }

} SS

COUNTY OF \_\_\_\_\_ }

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD STEWART GERARD, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and seal hereto affixed the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

COUNTY OF \_\_\_\_\_}

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, to me known to be the duly elected, qualified and acting County Commissioners of KITTITAS COUNTY, Washington, who executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and each on oath stated that they were authorized to execute said instrument by resolution of the Board of County Commissioners of said County, and that the seal affixed is the official seal of said County.

WITNESS my hand and seal hereto affixed the day and year first above written.

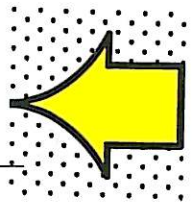
(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires



## **EXHIBIT A**

### **Legal Description of County Property**

A TRACT OF LAND BEING A PORTION OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N89°50'06"W ON THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1083.13 FEET;

THENCE N19°08'02"E, A DISTANCE OF 1236.61 FEET;

THENCE N26°30'24"W, A DISTANCE OF 645.43 FEET;

THENCE N07°23'23"W, A DISTANCE OF 438.70 FEET;

THENCE N80°53'35"W, A DISTANCE OF 868.21 FEET;

THENCE N18°55'17"W, A DISTANCE OF 1209.83 FEET;

THENCE N25°03'18"W, A DISTANCE OF 1113.82 FEET;

THENCE N08°07'46"E, A DISTANCE OF 932.55 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 16;

THENCE N89°36'15"E, A DISTANCE OF 993.67 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF VANTAGE HIGHWAY;

THENCE ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. S45°20'48"E, A DISTANCE OF 1241.82 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 31°01'53", A RADIUS OF 1482.50 FEET, A DISTANCE OF 802.92 FEET TO A POINT OF NON-TANGENCY, SAID POINT BEING A POINT ON THE EASTERLY LINE OF SAID SECTION 16;

THENCE S00°27'15"E ON SAID EAST LINE A DISTANCE OF 1446.96 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 16;

THENCE S00°38'43"E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 2699.27 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 188.95 ACRES.



## **EXHIBIT B**

### **Legal Description of Gerard Property**

#### **PARCEL 1:**

TRACTS 1A, 1B, 1C AND 1D OF THAT CERTAIN SURVEY OF LOT 1, RYEGRASS RANCHES AS RECORDED NOVEMBER 29, 1983 IN BOOK 12 OF SURVEYS, PAGE 44, UNDER AUDITOR'S FILE NO. 475439, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF SECTIONS 13 AND 24, ALL IN TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON;

AND

TRACTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, AND 18 OF THAT CERTAIN SURVEY OF RYEGRASS RANCHES, AS RECORDED MAY 25, 1983 IN BOOK 11 OF SURVEYS, PAGE 73, UNDER AUDITOR'S FILE NO. 470504, RECORDS OF KITTITAS COUNTY, WASHINGTON; BEING A PORTION OF SECTIONS 24 AND 25, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., AND A PORTION OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 22 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

#### **PARCEL 2:**

TRACTS 19, 20, 21, 23, 24, 25, 26, AND 27, OF THAT CERTAIN SURVEY OF RYEGRASS RANCHES II, AS RECORDED JULY 31, 1984, IN BOOK 13 OF SURVEYS AT PAGE 23, UNDER AUDITOR'S FILE NO. 480928, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING A PORTION OF SECTIONS 22, 23, AND 24, ALL IN TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.

#### **PARCEL 3:**

THAT PORTION OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 7;

AND

THAT PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 7;

AND

THAT PORTION OF SECTION 15, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 7, ALL IN TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, EXCEPT:

1. A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT A POINT 892 FEET SOUTH OF THE QUARTER SECTION CORNER ON THE NORTH SIDE OF SAID SECTION; THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE WEST 1320 FEET; AND THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING;
2. A TRACT OF LAND BOUNDED BY A LINE BEGINNING AT A POINT 1314 FEET SOUTH OF THE CORNER COMMON TO SECTIONS 9, 10, 15 AND 16, BEING AT THE INTERSECTION OF THE SECTION LINE AND THE SOUTH BOUNDARY LINE OF THE RIGHT-OF-WAY OF THE STATE HIGHWAY; THENCE SOUTH ALONG THE SECTION LINE 510 FEET; THENCE SOUTH 82°09' EAST, 2663 FEET; THENCE NORTH 600 FEET TO THE SOUTH BOUNDARY LINE OF THE RIGHT-OF-WAY OF STATE HIGHWAY; THENCE FOLLOWING SAID SOUTH BOUNDARY LINE IN A NORTHWESTERLY DIRECTION TO THE SECTION LINE, AND POINT OF BEGINNING;
3. A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15 WHICH IS DESCRIBED AS FOLLOWS: FROM A POINT ON THE SOUTH BOUNDARY LINE OF SAID SECTION, WHICH BEARS NORTH 89°36' WEST, 793.6 FEET FROM THE QUARTER SECTION CORNER ON THE SOUTH BOUNDARY LINE OF SAID SECTION; RUNNING NORTH 0°24' EAST, 217.5 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°36' WEST, 500 FEET; THENCE NORTH 00°29' WEST, 500 FEET; THENCE SOUTH 89°36' EAST, 500 FEET; AND THENCE SOUTH 00°29' EAST, 500 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, THE WEST HALF OF THE SOUTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH OF THE NORTHERLY BOUNDARY OF PRIMARY STATE HIGHWAY NO. 7 (SR 90);

AND

ALL OF SECTION 23, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH OF THE NORTHERLY BOUNDARY OF PRIMARY STATE HIGHWAY NO. 7 (SR 90);

AND

ALL OF SECTION 24, TOWNSHIP 17 NORTH, RANGE 21 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING NORTH OF THE NORTHERLY BOUNDARY OF PRIMARY STATE HIGHWAY NO. 7 (SR 90);

EXCEPT ANY PORTION THEREOF LYING WITHIN RYEGRASS RANCHES AS SHOWN IN THAT CERTAIN SURVEY RECORDED MAY 25, 1983, IN BOOK 11 OF SURVEYS, PAGE 73, UNDER AUDITOR'S FILE NO. 470504, RECORDS OF KITTITAS COUNTY, WASHINGTON;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN RYEGRASS RANCHES II AS SHOWN IN THAT CERTAIN SURVEY RECORDED JULY 31, 1984 IN BOOK 13 OF SURVEYS, PAGE 23, UNDER AUDITOR'S FILE NO. 480928, RECORDS OF KITTITAS COUNTY, WASHINGTON.

PARCEL 4:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 22 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, LYING SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 7.

AND

ALL THAT PORTION THAT LIES TO THE NORTH OF THE RIGHT-OF-WAY FOR PRIMARY STATE HIGHWAY NO 7 (SR 90) OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 22 EAST, W.M., IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON; EXCEPT ANY PORTION THEREOF LYING WITHIN RYEGRASS RANCHES AS SHOWN IN THAT CERTAIN SURVEY RECORDED MAY 25, 1983, IN BOOK 11 OF SURVEYS, PAGE 73, UNDER AUDITOR'S FILE NO. 470504, RECORDS OF KITTITAS COUNTY, WASHINGTON.

## EXHIBIT C

### Map of Common Boundary

