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Skagit County Auditor

11/4/2010 Page 1 of 5 3:52PM

After Recording Return To: Richard C. and Betsy S. Humphrey
13670 Slice Street
Anacortes, Washington 98221

LAND TITLE OF SKAGIT COUNTY

BOUNDARY AGREEMENT

137532-0E

GRANTORS: PHIMISTER "SANDY" CHURCH & PRISCILLA "SALLY" CHURCH, husband and wife
GRANTEES: RICHARD C. HUMPHREY & BETSY S. HUMPHREY, husband and wife

Legal Description:

Abbreviated Form: Lots 5-10, BLK. 2, Madrona View Add. To Similk Beach
Additional on Page: 1
Assessor's Tax Parcel Nos: P69320 and P69321

Description of Properties. RICHARD C. HUMPHREY & BETSY S. HUMPHREY, husband and wife, (collectively referred to as "Humphrey") are the owners of real property in Skagit County, Washington, ("Humphrey Property") which is more particularly described as:

Lots 7 though 10, inclusive, Block 2, MADRONA VIEW ADDITION TO SIMILK BEACH, according to the plat recorded in Volume 5 of Plats, pages 5 and 6, records of Skagit County, Washington.

Situate in Skagit County, Washington.

PHIMISTER "SANDY" CHURCH & PRISCILLA "SALLY" CHURCH, husband and wife, (collectively referred to as "Church") are the owners of real property in Skagit County, Washington, ("Church Property") which is more particularly described as:

Lots 5 and 6, Block 2, MADRONA VIEW ADDITION TO SIMILK BEACH, according to the plat recorded in Volume 5 of Plats, pages 5 and 6, records of Skagit County, Washington.

Situate in Skagit County, Washington.

History of Properties. Church previously owned both the Humphrey Property and the Church Property. Prior to the Church's sale of the Humphrey Property to Humphrey, Church made it known to Humphrey that the garage and maintenance shed for the Humphrey Property were located on or near the boundary line between the Church Property and Humphrey Property. The

parties have executed this Agreement to resolve issues related to the location of the garage and maintenance shed on the Humphrey Property.

Access for Maintenance. Church hereby grants Humphrey permanent, non-exclusive access to the Church Property at such times and in such manner as is reasonably necessary for Humphrey to maintain, repair, paint, reconstruct or otherwise improve the garage, maintenance shed and related improvements.

Waiver of Claims by Church. Church waives any claim against Humphrey which arises out of or relates to the location of the garage and/or maintenance shed. Church waives any claim or complaint which arises out of or relates to the fact that the garage and/or maintenance shed violate setbacks required by Skagit County or any other regulatory authority.

Indemnification by Humphrey. Humphrey agrees to indemnify Church from any claim for personal injury or damage to property, where such personal injury or damage arises in connection with or incident to Humphrey's access onto the Church Property pursuant to the terms of this Agreement, except in the event that such personal injury or damage is caused by the intentional or negligent acts of Church.

Boundary Agreement Recording. Upon closing of the sale by Church of the Humphrey Property to Humphrey, Church and Humphrey Agree to execute the Boundary Agreement and have it recorded in the records of Skagit County, Washington

General Provisions

This Agreement shall be construed and governed by the laws of the State of Washington;

The failure of either party to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver but the same shall be and remain in full force and effect.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof;

The Agreement constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof;

This Agreement may not be modified or amended except by written agreement signed and acknowledged by both parties;

Time is of the essence of this Agreement in each and every provision thereof; and such



consideration is a material element inducing the parties to execute this Agreement;

Each party has had the opportunity to have this document reviewed by counsel of its choice. The parties agree that no interpretation or construction shall be made with respect to this document based on which party drafted the document.

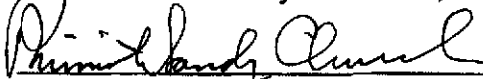
The benefits, burdens, and covenants of this Agreement shall be deemed to be appurtenant to and shall constitute a covenant and encumbrance running with the real properties described herein and shall bind the owners of the real properties described herein and their respective heirs, successors and assigns, and all persons possessing any of said property by, through, or under the parties hereto.

If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced.

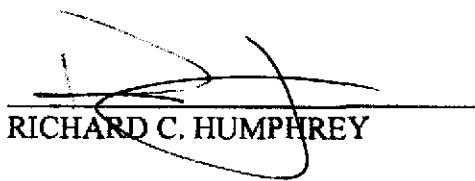
The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

I have read the above agreement and agree to be bound by its terms and conditions.

DATED this 12th day of October, 2010.


PHIMISTER "SANDY" CHURCH


PRISCILLA "SALLY" CHURCH

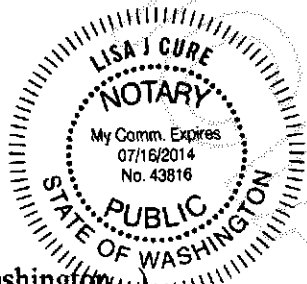

RICHARD C. HUMPHREY


BETSY S. HUMPHREY



State of Washington)
) ss
County of Skagit)

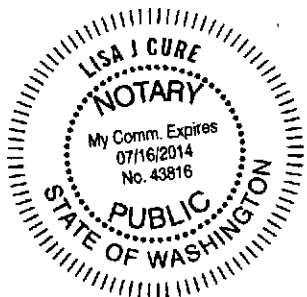
I certify that I know or have satisfactory evidence that PHIMISTER "SANDY" CHURCH is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 10/26/10
[Signature]
(Signature)
NOTARY PUBLIC
Lisa J. Cure
Print Name of Notary
My appointment expires: 7-16-14

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that PRISCILLA "SALLY" CHURCH is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

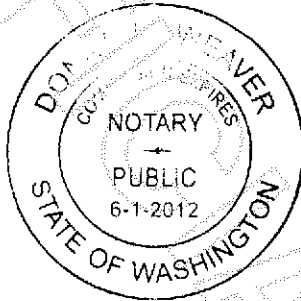


Dated: 10/26/10
[Signature]
(Signature)
NOTARY PUBLIC
Lisa J. Cure
Print Name of Notary
My appointment expires: 7-16-14



State of Washington)
) ss
County of Skagit)

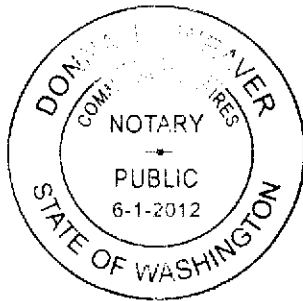
I certify that I know or have satisfactory evidence that RICHARD C. HUMPHREY is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 11/4/2010
Donna L Weaver
(Signature)
NOTARY PUBLIC
DONNA L WEAVER
Print Name of Notary
My appointment expires: 6/1/2012

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that BETSY S. HUMPHREY is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 11/4/2010
Donna L Weaver
(Signature)
NOTARY PUBLIC
DONNA L WEAVER
Print Name of Notary
My appointment expires: 6/1/2012

