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Skagit County Auditor

3/3/2005 Page 1 of 6 11:54AM

After Recording Return To:
LUDWIGSON, THOMPSON, HAYES & BELL
P.O. BOX 399
BELLINGHAM, WA 98227

BOUNDARY LINE AGREEMENT

Grantor: TMS Johnson, L.L.C., a Washington Limited Liability Company

Legal Descr.: Lot 1 of Anacortes Short Plat No. ANA 94-002, approved December 28, 1994, Situated in Skagit County, Washington.
PARCEL NO. P32923, 350219-0-014-0109
(Hereinafter the "TMS Property")

Grantee: Richard F. Hill and Judy A. Hill as Trustees of "The Richard F. Hill Family Trust"

Legal Descr: All that portion of GOVT LOT 2 of Section 19, Township 35 North, Range 2 East, W.M., described as follows: Beginning at a point on the East Line of Commercial Avenue 114 feet South of the South Line of 18th Street produced East, Situate in Skagit County, Washington
TAX PARCEL NO. P32936, 350219-0-027-0013
(Hereinafter the "Hill Property")

This Boundary Line Agreement is made and entered into this 28TH day of September, 2004, by and between TMS Johnson, L.L.C., a Washington Limited Liability Company, hereinafter referred to as "GRANTOR" and Richard F. Hill and Judy A. Hill as Trustees of the "The Richard F. Hill Family Trust", hereinafter referred to as "GRANTEE".

This Agreement is based upon the following facts:

- A. The Grantor is the owner of certain real property located in Skagit County, Washington, which is more particularly described on the attached Exhibit "A".
- B. The Grantee is the owner of certain real property located in Skagit County, Washington, which is more particularly described on the attached Exhibit "B".
- C. The properties above described are adjacent parcels and it is deemed advantageous that an adjustment be made to the lot lines for purposes of

benefitting both parcels. Further, as a part of this lot line adjustment the parties have agreed to construct certain fencing and acknowledge the existence of thirteen foot (13') roadway and utility easement along and through the southerly boundary of the Grantor's property.

THEREFORE, in consideration of the parties' mutual benefit, the parties agree as follows:

1. TRANSFER FROM GRANTOR TO GRANTEE: The Grantor conveys to the Grantee a 10' x 80' strip located at the westerly boundary of the Grantor's real property, which is more particularly described on Exhibit "C". Such property shall be free and clear of all claims and encumbrances.

2. CONSTRUCTION OF FENCE WITH GATES. The Grantor shall be responsible for installing a six foot (6') chain link fence on the west boundary of the Grantor's real property which, as previously mentioned, will be ten feet (10') east of the old boundary line. Said fence shall include a twenty foot (20') wide rolling gate off the southwest corner of the property with a gate being intended to restrict access to the Grantee's real property when utilizing the above-described roadway easement. The opening and closing of such gate shall be coordinated between the parties and it is the intent to allow access to the Grantee's real property for delivery of materials to Anacortes Printing, the Lessee of the Grantee's real property. It is acknowledged that the Grantor shall also install a similar gate on the east side of its property thus assuring gating at both sides of the existing access road. Once again, the parties shall cooperate in the opening and closing of said gates.

3. MAINTENANCE. The Grantor shall be responsible for maintaining all fencing, gating and the access road.

4. COVENANT RUNNING WITH THE LAND. This Agreement shall be perpetual in duration and is intended to be a covenant running with the land with respect to both parcels.



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5. PREVAILING LAW. This Agreement shall be construed pursuant to the laws of the State of Washington. In the event that suit is filed by any party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses as set by the Court. The venue for such suit shall be Skagit County Superior Court.


6. BINDING EFFECT. This document constitutes the entire Agreement between the parties and shall be binding upon the heirs, successors and assigns of each and shall be a covenant running with the land.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.


GRANTOR:
TMS JOHNSON, L.L.C.



BY:

GRANTEE:
THE RICHARD F. HILL FAMILY TRUST


Richard F. Hill, Trustee



Judy A. Hill, Trustee



STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

Mike Johnson
Michael Johnson

On this day personally appeared before me ~~Michael Johnson~~ Member of the TMS JOHNSON, L.L.C., Grantor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of September, 2004.



Kristi A. Hilsinger
NOTARY PUBLIC in and for the
State of Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this day personally appeared before me Richard F. Hill and Judy A. Hill, Trustees, of the The Richard F. Hill Family Trust, Grantee, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28 day of September, 2004.



Kristi A. Hilsinger
NOTARY PUBLIC in and for the
State of Washington



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LEGAL DESCRIPTION

Tax Parcel No. P32923, 350219-0-014-0109

Situate in Skagit County, Washington

Lot 1 of Anacortes Short Plat No. ANA 94-002, approved Decemeber 28, 1994 and recorded December 8, 1994 under Auditor's File No. 9412080088 in Volume 11 of Short Plats, page 154, records of Skagit County, Washington; being a portion of Government Lot 2 in Section 19, Township 35 North, Range 2 East of the Willamette Meridian;

EXCEPT that portion conveyed to the City of Anacortes by Deed April 22, 1999, under Auditor's File No. 9904220104, records of Skagit County, Washington.

Exhibit

"A"



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LEGAL DESCRIPTION

TAX PARCEL NO. P32936, 350219-0-027-0013

All that portion of Government Lot 2 of Section 19, Township 35 North, Range 2 East, W.M., described as follows:

Beginning at a point on the East line of Commercial Avenue 114 feet South of the South line of 18th Street produced East;
Thence South along the East line of Commercial Avenue, a distance of 64.46 feet to the Southwest corner of a tract of land conveyed to Secret Harbor School, a Washington Non-Profit Corporation by Deed recorded under Auditor's File No. 9402280188, records of Skagit County, Washington, and the True Point of Beginning of this description; thence South 89°56'31" East along the South line of the said "Secret Harbor School" tract, a distance of 62.82 feet to an angle point in said South line; thence South 0°01'40" East along the boundary line of said Secret Harbor School tract, a distance of 24.00 feet; Thence North 89°58'20" East along the South line of the said "Secret Harbor School" tract, a distance of 87.17 feet to the West line of that certain tract of land conveyed to J. Winston Anderson, et ux, by Deed recorded under Auditor's File No. 8612310141, records of Skagit County, Washington; Thence South 0°00'15" East along the said West line of the said Anderson tract, a distance of 13.54 feet, more or less, to the Northwest corner of that certain tract of land conveyed to North Island Boat Company, a Washington Corporation, by Deed recorded December 29, 1989, under Auditor's File No. 8912290112, records of Skagit County, Washington; Thence North 89°56'30" West along the South line of 19th Street to the East line of Commercial Avenue; Thence North 0°00'15" West along the East line of Commercial Avenue, a distance of 117.42 feet, more or less, to the true point of beginning.

TOGETHER WITH a non-exclusive easement for parking purposes over and across the West 10 feet of the hereinabove referred to North Island Boat Company tract, and a non-exclusive easement for the purposes of roadway and utilities over the South 13 feet of said North Island Boat Company tract, all as reserved in document recorded under Auditor's File No. 8912290112, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Exhibit
"B"



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