

**Return Address:**  
Land Title Company  
P.O.Box 445  
Burlington, WA 98233



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Skagit County Auditor

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Skagit County Auditor

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RE-RECORD TO ADD NOTARY

LAND TITLE OF SKAGIT COUNTY

120894

<b>Document Title(s) (for transactions contained therein):</b> 1. Party Wall Agreement Replacement Agreement 2. 3. 4.
<b>Reference Number(s) of Documents assigned or released:</b> (on page of documents(s))
<b>Grantor(s)</b> 1. Paul Peterson 2. Laurie Peterson 3. 4.
<b>Additional Names on page of document.</b>
<b>Grantee(s)</b> 1. 4D ARMORY LLC 2. 3. 4.
<b>Additional Names on page of document.</b>
<b>Legal Description (abbreviated i.e. lot, block, plat or section, township, range)</b>  Lots 5 & 6, Block 8, Riverside Addition to Mount Vernon
<b>Additional legal is on page of document.</b>
<b>Assessor's Property Tax Parcel/Account Number</b>  3755-008-006-0107, P54182 & 3755-008-06-0016, P54181
<b>The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.</b>

**Party Wall Agreement Replacement Agreement**

This Party Wall Agreement Replacement Agreement is made and entered into this            day of May, 2006, by and between Laurie and Paul Peterson ("Petersons") and 4D ARMORY LLC.

Whereas the Petersons own the North 1/2 of Lots 5 and 6, Block 8, "Riverside Addition to the town of Mount Vernon, Skagit County", as per plat recorded in Volume 3 of Plats, Page 24, records of Skagit County, Washington; and Travaille is purchasing the South 1/2 of Lots 5 and 6, Block 8, "Riverside Addition to the town of Mount Vernon, Skagit County".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The "Party Wall Agreement" made on March 24, 1932 is terminated. A copy of this agreement is attached for reference.
2. 4D ARMORY LLC and/or his successors and assigns shall have the right to occupy one foot of the Petersons land for the purpose of having, maintaining and repairing a footing for the wall of the building located on the South Lots 5 and 6. Said footing is, and may be, placed at least eighteen inches or more under the ground and extends to, or practically to the surface of the ground, and the north line of the wall is up to the north line of the South Lots 5 and 6 which is the lot line dividing the lands of the parties.
3. It is understood and agreed that this agreement shall be a covenant running with the lands of the parties hereto.

IN WHITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

*Laurie Peterson*

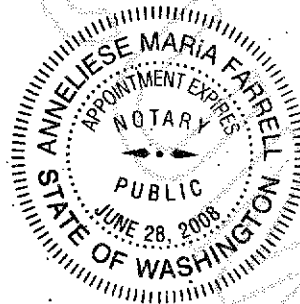
*Paul Peterson*

Laurie Peterson

Paul Peterson

*Tim Travaille*

4D ARMORY LLC by:  
Tim Travaille, Managing Member



State of Washington  
County of Skagit } SS:

I certify that I know or have satisfactory evidence that Paul Peterson, Laurie Peterson the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5/30/06

*Anneliese Maria Farrell*  
Anneliese Maria Farrell  
Notary Public in and for the State of Washington  
Residing at: La Comer  
My appointment expires: 6/28/08



STATE OF Washington }  
County of Skagit }

SS:

I certify that I know or have satisfactory evidence Timothy V. Travaille is  
the person who appeared before  
me, and said person acknowledged that he signed this instrument, on oath stated He is  
authorized to execute the instrument and is The Managing Member  
of 4D ARMORY LLC  
to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 6-1-06

Anneliese Maria Farrell

Notary Public in and for the State of Washington

Residing at La Cour

My appointment expires: 6/28/08



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PARTY WALL AGREEMENT

THIS AGREEMENT, made and entered into this 24th, day of March, 1932.

BY AND BETWEEN: ARTHUR E. JOHNSON and BEATRICE S. JOHNSON his wife, the parties of the first part and SAM BROADBENT and \_\_\_\_\_ BROADBENT, his wife, the parties of the second part.

WITNESSETH: That whereas, the said first parties own the South half of Lots 5 and 6, Block 8, Riverside Addition to the town of Mount Vernon, Skagit County, Washington, and the second parties own the North half of said Lots 5 and 6, Block 8, Riverside Addition to the town of Mount Vernon, Skagit County, Washington, and

WHEREAS, the first parties are contemplating the construction of a building on their said lot and that they desire to have a portion of the footing where the north wall will be constructed to be placed upon the property of the said second parties.

NOW THEREFORE, in consideration of the sum of One Dollar and the mutual covenants and agreements herein contained, the said parties hereby agree as follows:

That the first parties shall have the right to occupy one foot of the lands of the said second parties for the purpose of constructing a footing for the wall of their building, said footing may be placed at least eighteen inches or more under the ground and shall extend to, or practically to the surface of the ground and that the north line of the wall to be constructed for first parties' building, shall be up to the north line of first parties' land or the lot line dividing the lands of the parties hereto and that the said second parties hereby Give, Grant and Convey to the said first parties the right to construct the footing of their said wall on their said lands as herein described.

That it is further agreed, between the parties hereto, that in the event the said second parties desire to build a building on their said lot, they shall have the right to use the wall to be constructed by the first parties as one of the walls of any building they may place upon their lot, upon the express agreement that the said second parties, before using or attempting to utilize the walls of the first parties, they will pay the first parties the sum of Seven Hundred Dollars (\$700.00).

It being further stipulated, understood and agreed, that the said second parties shall have no right to use the wall of first parties for the enclosure of any building until the said \$700.00 has been paid.

It is further agreed between the parties hereto, that in the event the said walls should be destroyed after the payment of the said \$700.00, that the first parties shall not be liable in any way to the second parties for the construction of a new wall or to repair the same if it was damaged, but in the event the said wall is only damaged and the said second parties have paid the said \$700.00, then the said wall may be reconstructed and rebuilt at the expense of both the parties hereto.

THOMAS SMITH  
JAMES G. SMITH  
WATSON GILDING  
MT. VERNON, WASHINGTON



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UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

It is understood and agreed that this agreement shall be a covenant running with the lands of the said parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in triplicate, the day and year first above written.

Arthur E. Johnson (SEAL)  
Beatrice S. Johnson (SEAL)  
Sam Broadbent (SEAL)  
Ida Broadbent (SEAL)

STATE OF WASHINGTON |  
COUNTY OF SKAGIT | SS

THIS IS TO CERTIFY That on this 24th, day of March, 1932, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ARTHUR E. JOHNSON and BERNICE S. JOHNSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Thomas Smith  
Notary Public in and for the State of Washington, residing at Mount Vernon.

STATE OF WASHINGTON |  
COUNTY OF SKAGIT | SS

THIS IS TO CERTIFY That on this 25 day of March, 1932, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SAM BROADBENT and Ida BROADBENT, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

Thomas Smith  
Notary Public in and for the State of Washington, residing at Anacortes

THOMAS SMITH  
JAMES G. SMITH  
MATHESON BUILDING  
MOUNT VERNON, WASHINGTON



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