



201005170122

Skagit County Auditor

5/17/2010 Page

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9 2:11PM

Grantor(s): LINDA M. MADEO
Grantee(s): DOUGLAS S. RAMEY and JOYCE M. RAMEY
Tax Parcel Numbers: P 95956 and P 71100 GUARDIAN NORTHWEST TITLE CO.
Legal Description: Lots 5 & 6, Blk 8, Bay View. 98575

ENCROACHMENT AGREEMENT

The two parcels identified in the attached Exhibits adjoin one another.

Recital

LINDA M. MADEO as her separate estate, (hereinafter individually and/or collectively referred to as "Madeo") is the owner of the property described in the attached Exhibit A and resides on said property.

DOUGLAS S. RAMEY and JOYCE M. RAMEY, husband and wife, (hereinafter individually and/or collectively referred to as "Ramey") are the owners of the property described in the attached Exhibit A and reside on said property.

Ramey has at their expense obtained a survey of their property which was recorded on December 11, 2007 under Auditor's file number 200712110010 records of Skagit County a portion of which is on the attached **Exhibit B**. This survey delineated encroaching improvements along the common lot line between Lot 5 owned by Madeo and Lot 6 owned by Ramey. A deck appurtenant to the Madeo parcel encroaches onto the parcel owned by Ramey and a garage appurtenant to the Ramey parcel encroaches onto the parcel owned by Madeo. Neither Madeo nor Ramey dispute that they both possess improvements which encroach onto the ownership of the other party. These improvements have encroached across their common boundary line for an extended period of many years.

WHEREAS, there is a potential for dispute between the parties concerning the location of the encroaching improvements across their common lot boundary;

AND WHEREAS, the parties wish to forever resolve the status of the encroaching improvements over their common boundary by agreement;

Agreement

Parties agree that the true boundary line between their respective parcels shall continue to be the deeded lot line between their parcels, and which is depicted on the above identified survey.

Each party hereby forever waives any claim against the other due to the location of said encroaching improvements. Additionally both parties hereby covenant to the other that they will not enforce the removal of the encroaching improvements in the future. Finally both parties covenant that they will not make any claims to the portion of the other parties parcel onto which their improvements encroach. Instead each party grants to the other a perpetual easement for the encroaching improvement in its current location. This agreement does not obligate either party to allow any future expansion of the existing improvements onto the other parties parcel in the future.

This Agreement is intended to be a covenant running with the land, and as such is binding on the parties hereto and their respective heirs, successors and assigns.

Each part has undertaken a full investigation of the issues concerning their common boundary, and is not relying on any representation or statement made by the other concerning such issues. Each party is aware of the possible uncertainty regarding said encroaching improvements, and has elected to enter into this agreement as means of forever settling the encroachment issues between their respective lots. This agreement should not be construed as affecting any other boundary, nor should it be construed as any claim or admission as to the validity of the survey referenced above.

This agreement does not remove or impinge upon any easements, covenants, restrictions, or encumbrances affecting any of the parcels.

The parties been advised that they have the right to have an Attorney of their choosing review said Agreement and all associated documents.

This Agreement, and any other document to be furnished pursuant to the provisions hereof, embody the entire agreement and understanding of the Parties hereto as to the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties with respect to the subject matter hereof.



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Severability

Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

Linda M Madeo
LINDA M. MADEO

Douglas S. Ramey
DOUGLAS S. RAMEY

JOYCE M. RAMEY

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss

I certify that I know or have satisfactory evidence that LINDA M. MADEO is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 13th day of April, 2010.

Sharon R. Anthony
Notary Public in and for the
State of Washington, residing at
Mount Vernon



My appointment expires 9-6-2013



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Severability

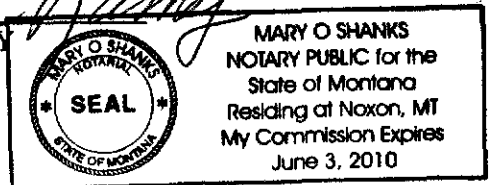
Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement.

LINDA M. MADEO

DOUGLAS S. RAMEY

STATE OF ~~WASHINGTON~~ }
 MONTANA }
COUNTY OF ~~SKAGIT~~ }
 SANDWICH }

JOYCE M. RAMEY



I certify that I know or have satisfactory evidence that LINDA M. MADEO is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 21 day of APRIL, 2010.

Mary O. Shanks
Notary Public in and for the
State of ~~Washington~~ ^{Montana}, residing at
HERON

My appointment expires 6-3-2010



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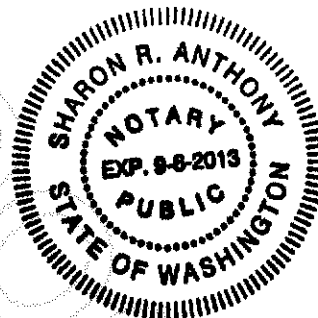
STATE OF WASHINGTON }
)ss
COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that DOUGLAS S. RAMEY and JOYCE M. RAMEY is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 13~~th~~ day of April, 2010.

Sharon R. Anthony
Notary Public in and for the
State of Washington, residing at
Mount Vernon

My appointment expires 9-6-2013



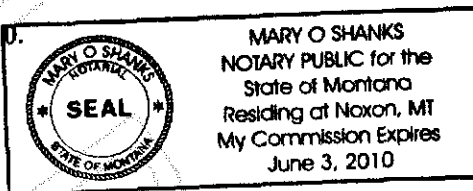
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STATE OF ~~WASHINGTON~~ ^{MONTANA} }
COUNTY OF ~~SKAGIT~~ ^{SANDERS} } ss

I certify that I know or have satisfactory evidence that JOYCE M. RAMEY, is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 21 day of APRIL, 2010.

Mary O. Shanks
Notary Public in and for the
State of ~~Washington~~ ^{Montana}, residing at
HERON, MT.



My appointment expires 6-3-2010



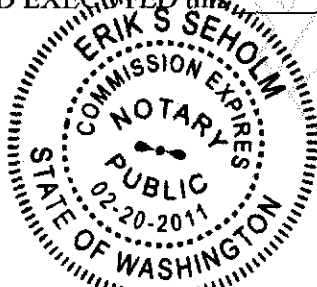
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CONSENT OF LIENHOLDER

Whatcom Educational Credit Union ("Lienholder"), hereby consents to the grant of the foregoing Encroachment Agreement between Linda M. Madeo and the community interest of Douglas S. Ramey and Joyce M. Ramey and, joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of deed of trust recorded on May 23, 2006 under Auditor's file number 200605230102 records of Skagit County, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Encroachment Agreement.

SIGNED AND EXECUTED this 28th day of APRIL, 2010.



Jeffrey R. Dykstra
By: Jeffrey R. Dykstra
Title VP/CLO - WECH

STATE OF WASHINGTON
COUNTY OF WHATCOM

BEFORE ME, the undersigned authority, on this day personally appeared Jeffrey R. DYKSTRA VP/CLO of Whatcom Educational Credit Union, known to me to be the person and Officer whose name is subscribed to the foregoing instrument and who acknowledged to me that HE executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of APRIL 2010.

[Signature]
Notary Public



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My commission expires: 2-20-11

Exhibit A

Madeo Parcel

Lot 5, Block 8, "ADDITION TO BAY VIEW, WASH.," as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Ramey Parcel

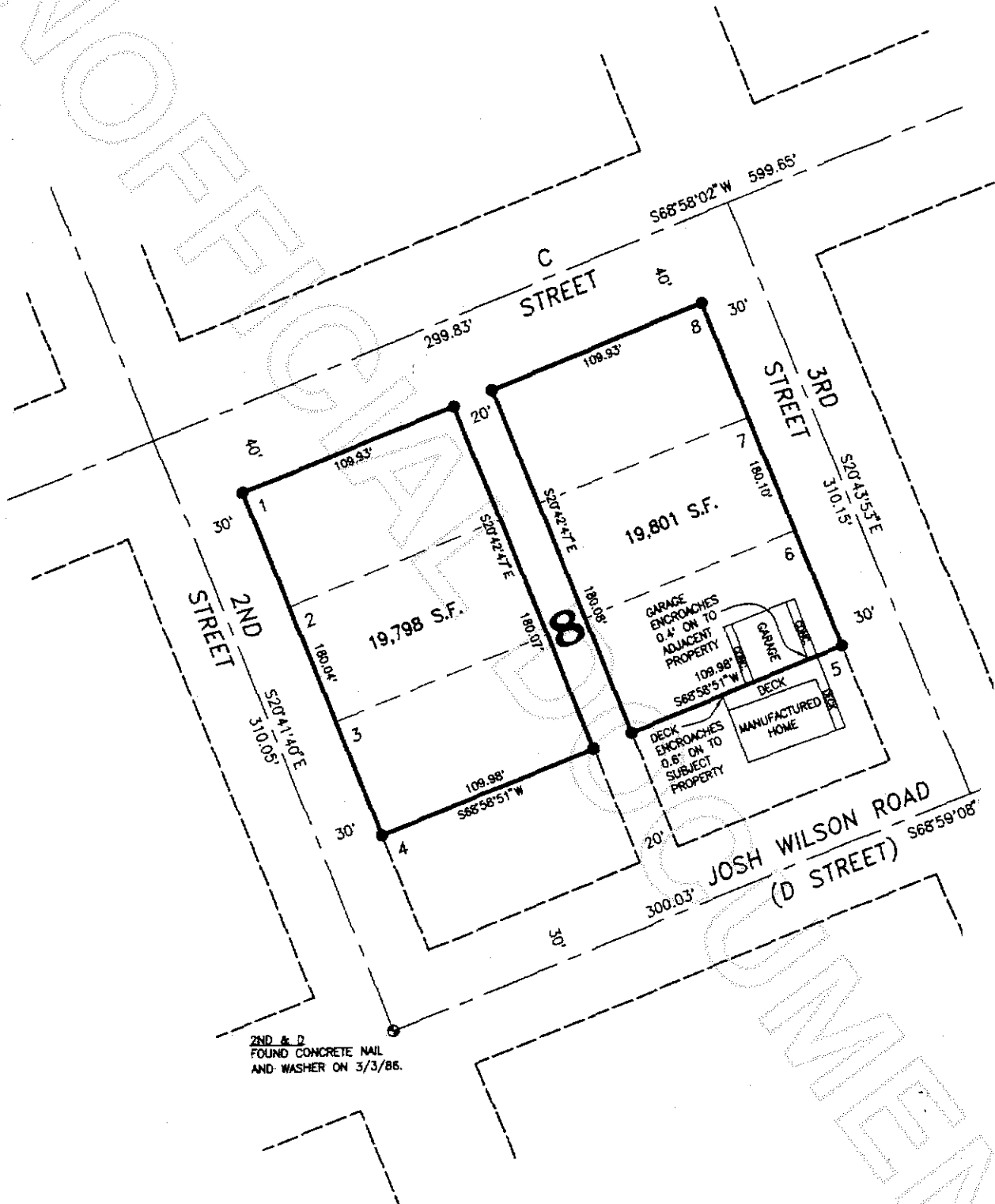
Lot 6, Block 8, "ADDITION TO BAY VIEW, WASH.," as per plat recorded in Volume 1 of Plats, page 11, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.



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