



200208300258

Skagit County Auditor

8/30/2002 Page 1 of 4 4:06PM

COVER SHEETRETURN TO:

ISLAND TITLE COMPANY

PO BOX 670

BURLINGTON WA 98233

ISLAND TITLE CO.
ACCOMMODATION RECORDINGDOCUMENT TITLE(S) (list all titles contained in document):

1. COMMON BOUNDARY LINE AGREEMENT 2.

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

1.

2.

[| ADDITIONAL REFERENCE NUMBERS ON PAGE ____
OF DOCUMENT.GRANTOR(S) (Last name, first name and initials):

1. KABALO HEIGHTS

1.

2.

2.

3.

3.

4.

4.

[| ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

GRANTEE(S) (Last name, first name and initials):

1. HANDLOS, GERALD

1.

2. HANDLOS, LINDA

2.

3.

3.

4.

4.

[| ADDITIONAL NAMES ON PAGE ____ OF DOCUMENT.

LEGAL DESCRIPTION (Abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

LOT 18 KABALO HEIGHTS

[| ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

ASSESSOR'S PARCEL/TAX I.D. NUMBER: P116829 & P116830

[| TAX PARCEL NUMBER(S) FOR ADDITIONAL LEGAL(S) ON PAGE ____ OF DOCUMENT.

COMMON BOUNDARY LINE AGREEMENT

WHEREAS the First Party, Kabalo Heights, L.L.C., is the owner of the following described property:

Lot 18 of Kabalo Heights a duly recorded subdivision located in the County of Skagit, State of Washington

AND WHEREAS the Second Party, Gerald and Linda Handlos are owners of the following described real property:

11191 Michael Place
Burlington, WA 98233

WHEREAS, said properties are contiguous parcels which share a common boundary line and;

WHEREAS, a field survey of the property of the First Party has disclosed an encroachment of a fence along said common boundary line onto said property, of which Second Party had no prior knowledge and;

WHEREAS, both parties acknowledge that said fence may not necessarily represent the true common boundary line, and that said line will be governed by the legal descriptions of record, stated above and;

WHEREAS, both parties are amenable to entering into a Common Boundary Line Agreement, all in accordance with the terms and conditions as set forth herein:

NOW THEREFORE, in consideration of the resolution of a common boundary line between the properties of the First and Second Parties, the parties hereby mutually enter into the following agreement

AGREEMENT

1. Both Parties release any claims of adverse interest resulting from the location of said fence.
2. The Second Party shall have the use of said area of encroachment until either party erects a new fence, and that any said fence shall follow the true common boundary line as field surveyed by a surveyor-licensed in the State of Washington.
3. Upon written notification to Second Party of the First Party's intent to build a fence on all or a portion of the true common boundary line, the Second Party shall have fourteen



(14) days within which to remove the fence, or portions of the fence that the First Party intends to replace. In the event that the fence is not removed within said fourteen (14) day period, the First Party may, without further notice remove said fence and place the fence materials on the property owned by the Second Party. In the event the Second Party notifies the First Party that it does not wish to retain the fence material having been removed, it will be the responsibility of the First Party to remove any fencing material having been displaced from its original location and to remove same from the property of the Second Party.

In the process of removing any portion of the presently existing fence either Party shall perform the work in an orderly and workmanlike manner and shall be responsible to restore the ground that has been disturbed as close as possible to its original condition.

It is known and acknowledged that the Second Party may, from time to time, or presently has cattle and horses on it's property. In order to insure that the animals belonging to the Second Party do not represent a physical or material threat to the residents in Kabalo Heights, any fence to be constructed on the common boundary line must consist of six strands of barbwire and be of a standard height. This provision does not exclude the ability of either party to construct an additional wooden fence as allowed within the CC&R's

The fence encroachment that is the subject of this agreement is identified on Exhibit A attached hereto.

THIS AGREEMENT shall be binding, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.


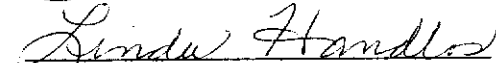
IN WITNESS WHEREOF the undersigned Parties have caused this instrument to be executed:

First Party: Kabalo Heights, L.L.C.

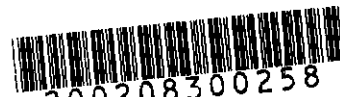

By: Donald H. Leavitt

Aug 28th, 02
Date

Second Party:



By: Gerald and Linda Handlos

8-30-02
Date



200208300258

Skagit County Auditor

8/30/2002 Page 3 of 4 4:06PM

STATE OF WASHINGTON)

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COUNTY OF SKAGIT)

On this day personally appeared before me Donald H. Leavitt, Manager of Kabalo Heights, LLC, 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 28th day of August, 2002.



Trammy S. Cooper
T. S. Cooper

Notary Public in and for the State of
Washington, residing in Bullett

My commission expires 9/1/03

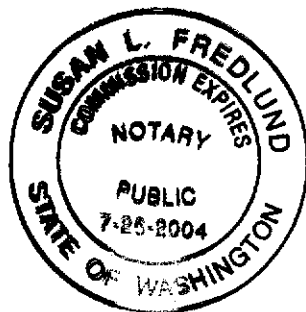
STATE OF WASHINGTON)

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COUNTY OF SKAGIT)

On this day personally appeared before me Jerry & Linda Handlos, 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 30 day of August, 2002.



Susan L. Fredlund

Notary Public in and for the State of
Washington, residing in Bow, WA

My commission expires 7-26-04



200208300258
Skagit County Auditor

8/30/2002 Page 4 of 4

4:06PM