



200606160142

Skagit County Auditor

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When Recorded Return to:

McNaul Ebel Nawrot & Helgren PLLC
600 University Street, Suite 2700
Seattle, WA 98101-3143
Attn: George L. Grader

Chicago Title Company has placed
this document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

ACCOMMODATION RECORDING

AGREEMENT

Reference numbers of related documents: Reference Number N/A on page N/A
of document.

Grantor(s):

1. Zwicker, Brian and Leigh, husband and wife

Grantee(s):

1. Kourkoumelis, Dan P. and Cathy L., husband and wife

Legal Description:

1. Samish Island Estates Tract 3, Skagit Co., WA
2. Samish Island Estates Lt 9 -1.90AC, Skagit Co., WA
3. Additional legal descriptions are on pages 4 and 5 of document

Assessor's Property Tax Parcel Account Number(s) at the time of recording:
360235-0-001-0301 and 4403-000-009-0014

AGREEMENT

The undersigned, Brian Zwicker and Leigh Zwicker, husband and wife, affirm that they are the owners of the real property located at 10169 Samish Island Road, Bow, Washington 98232 (the "Zwicker Property"), which is legally described on the attached Exhibit A. Brian and Leigh Zwicker are neighbors of Dan P. Kourkouvelis and Cathy L. Kourkouvelis, husband and wife, who currently own the real property located at 10079 Samish Island Road, Bow, Washington 98232, which is legally described on the attached Exhibit B (the "Kourkouvelis Property").

Brian Zwicker and Leigh Zwicker and Dan P. Kourkouvelis and Cathy L. Kourkouvelis entered into an agreement with respect to their property lines, a true and correct copy of which is attached hereto as Exhibit C (the "Fence Agreement"). Brian Zwicker and Leigh Zwicker represent and warrant that the Fence Agreement is unmodified and in full force and effect and that the use of any portion of the Kourkouvelis Property by them or their successors and assigns is permissive. Brian Zwicker and Leigh Zwicker, on behalf of themselves and their successors and assigns, hereby relinquish any ownership interest they might have in the Kourkouvelis Property, now or hereafter.

DATED: June 14, 2006.

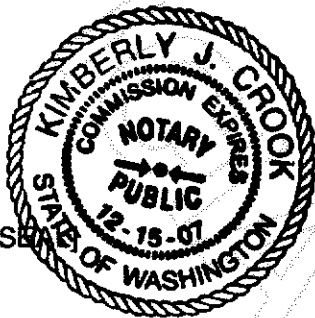

Brian Zwicker


Leigh Zwicker

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of June, 2006, before me, a Notary Public in and for the State of Washington, personally appeared Brian Zwicker and Leigh Zwicker, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first as above written.



[NOTARIAL SEAL]

Kimberly J. Crook
Name: Kimberly J. Crook
NOTARY PUBLIC in and for the State of
Washington, residing at 11111 1st Avenue

My appointment expires: 12/15/07



Exhibit A

Legal Description of Zwicker Property

Tract 3, Revised Skagit County Short Plat No. 51-78, approved June 6, 1979, and recorded June 7, 1979, in Volume 3 of Short Plats, Page 123, under Auditor's File No. 7906070005, Records of Skagit County, Washington, being a portion of the Northeast Quarter of the Northwest Quarter of Section 35, Township 36 North, Range 2 East of the Willamette Meridian.

Situated in Skagit County, Washington.



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Exhibit B

Legal Description of the Kourkouvelis Property

Lot 9, Plat of Samish Island Estates, according to the plat thereof recorded in Volume 12 of Plat, page 69, records of Skagit County, Washington.



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Exhibit C

Fence Agreement

(See attached)



October 6, 2000

Brian and Leigh Zwicker
10169 Samish Island Road
Bow, Washington 98232

Dear Brian and Leigh,

We are about to start construction of the fence around our property. As we discussed we will temporarily hold our fence back from our property line along the East side of your home to accommodate the reduction of grade made to our property when your house was constructed.

I thought it would be best to put our agreement in writing so as to avoid any misunderstandings in the future.

You understand that we are temporarily holding our fence back from our property line as an accommodation to you.

We both agree that this in no way gives you or any of your successors title to the property between our fence and your property line.

You agree, that at any time and at your full expense, within 30 days from receiving written notice, you will relocate the 211 feet of our fence on your Eastern property line to its appropriate location on the property line. This will include raising the grade of our property to it's original elevation and securely retaining it.

You also agree that 30 days prior to the offering of your property for sale, you will re-establish the grade and relocate this portion of the fence to it's appropriate location on the property line.

You agree, that in the event that the fence is not relocated within the 30 days, that we may have access from your side of the property line to re-establish the grade and relocate the fence to the property line and that you will immediately reimburse us for all expenses.

Please sign to acknowledge your agreement with this letter.

Warm Regards,

Dan Kourkounelis

Cathy L. Kourkounelis

Accepted this 8 day of October, 2000

Brian Zwicker

Leigh Zwicker



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OCTOBER 5, 2000

Dear Dan and Casey,

Thankyou for your consideration to relocate the NE 211ft. of our adjoining properties. I understand that if you or Casey request the fence be moved back to the documented property line, that within 30 days the Zwicker's will accommodate at our expense. This would include to original grade.

Signed: x

[Signature]
x *[Signature]*
x
x



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