



201007300104

Skagit County Auditor

7/30/2010 Page 1 of 3 2:28PM

Return recorded document to:

Alyse J. Loomis
18366 S. Westview Blvd.
Mount Vernon, WA 98274

COMMON BOUNDARY LINE AGREEMENT

Grantor: Estate of Bonnie L. Teeters, et al
Estate of Alyse J. Loomis, et al

Grantee: Estate of Bonnie L. Teeters, et al;
Estate of Alyse J. Loomis, et al

Abbreviated Legal Description: Lot 16 and Lot 17, Block 42, Plat of Town of Montborne

Assessor's Tax Parcel ID No: 4135 042 016 0004 and 4135 043 017 003

This Common Boundary Line Agreement ("Agreement") is made by and between the estate of Bonnie L. Teeters (Teeters) and the estate of Alyse J. Loomis (Loomis).

RECITALS

A. Teeters is the owner of the real property in Skagit County, Washington, described as follows: Lot 17, Block 42, "Plat of the Town of Montborne, Skagit County, Washington", as per plat recorded in Volume 2 of plats, page 80, records of Skagit County, Washington Together with the vacated Lakeside Boulevard. And except that portion conveyed to Skagit County for road purposes ("Teeters Property").

B. Loomis is owner of the real property in Skagit County, Washington, described as follows: Lot 16, Block 42, "Plat of the Town of Montborne, Skagit County, Washington", as per plat recorded in Volume 2 of plats, page 80, records of Skagit County, Washington. Together with the vacated Lakeside Boulevard. And except that portion conveyed to Skagit County for road purposes ("Loomis Property").

C. The Teeters Property and Loomis Property are contiguous parcels.

D. A property survey report of the Teeters and Loomis Common Boundary Line has disclosed facts indicating the platted lot lines are not in agreement with the improvements made upon the properties.

E. Teeters and Loomis are entering into this Agreement for the purpose of memorializing their agreements with respect to the common boundary between their respective Properties.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and resolution of any past, present or future dispute arising over encroaching improvements or misunderstandings of the common line location, the Teeters and Loomis hereby agree as follows:

1. The parties acknowledge that the location of the common lot line is uncertain and they desire to mutually agree to the location. The common boundary line agreement is based on the actual improvements made upon the lands:

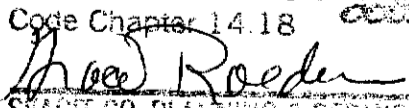
2. The "Common Boundary Line " is hereby described as follows:

Commencing at the intersection of the Northwestern line of Lot 16, Block 42, "Plat of the Town of Montborne, Skagit County, Washington", as per plat recorded in Volume 2 of plats, page 80, records of Skagit County, Washington, and the south margin of South Westview Road, as granted to the County of Skagit, which is a common intersection with the Southeasterly line of Lot 17 of said plat; thence Southeasterly, along the said South margin, a distance of 6.3 feet more or less to a point, herein after, referred to as **Point "A"**, that is on the northeasterly extension of a line that is through a point, herein after referred to as **Point "B"**, which point is measured, Southeasterly, perpendicular to the Northwestern line of said Lot 16, a distance of 14.5 feet, from the southeasterly corner of the "Teeters House as it existed November 20, 2009", and through a point, herein after referred to as **Point "C"**, which point is measured, Southeasterly, perpendicular to the Northwestern line of said Lot 16, a distance of 14.5 feet, from the southwesterly corner of the "Teeters House as it existed November 20, 2009", and said **Point A is the True Point of Beginning of the "Common Boundary Line"**; Thence Southwesterly to the herein before described **Point "B"**; thence continuing southwesterly, to the herein before described **Point "C"**; thence continuing southwesterly, on the southwesterly extension of the line through the hereinbefore referenced **Point "A"**, **Point "B"** and **Point "C"** to the shoreline of Big Lake and the **terminus of the herein described "Common Boundary Line"**.

"The above described property will be combined or aggregated with contiguous property owned by the purchaser: This boundary agreement is not for the purposes of creating an additional building lot."

3. The parties hereby release any and all claims of adverse possession, prescriptive easement, boundary by acquiescence, and any other claims arising prior to or after the date of this Agreement, relating to the common boundary line between the Teeters Property and Loomis Property and/or the Encroachment.

4. This Agreement shall be binding upon the Teeters Property and Loomis Property and run with the land as a covenant, and shall inure to the benefit of the parties to this Agreement, their heirs, successors and assigns.

BOUNDARY ADJUSTMENT
Reviewed and approved
in accordance with S.C.
Code Chapter 14.18

BRAD ROEDER
SKAGIT CO. PLANNING & PERMIT CNTR
Date: 3/29/2010



201007300104
Skagit County Auditor

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed as of the dates set forth below.

BONNIE L. TEETERS, ET AL

ALYSE J. LOOMIS, ET AL

Todd Teeters, P.O.A.
Bonnie L. Teeters

Alyse J. Loomis
Alyse J. Loomis

5-11-2010
Date

5/20/2010
Date

Personal or Estate Representative

Personal or Estate Representative

Date

Date

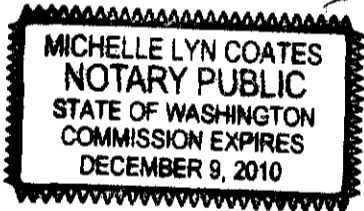
STATE OF WASHINGTON

ss.

County of SKAGIT

I certify that I know or have satisfactory evidence that Todd Teeters, P.O.A. are the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN TO before me on this 11th day of MAY 2010 ~~2009~~.



Name (typed or printed): Michelle Lyn Coates
NOTARY PUBLIC in and for the State of Washington
Residing at Love Stevens WA
My appointment expires: 12/09/2010

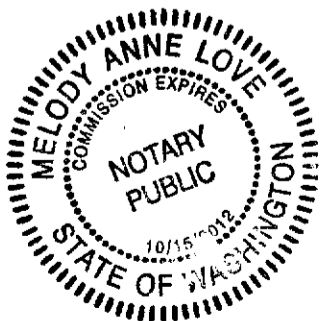
STATE OF WASHINGTON

ss.

County of SKAGIT

I certify that I know or have satisfactory evidence that Alyse J Loomis, are the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

SUBSCRIBED AND SWORN TO before me on this 20th day of MAY 2010 ~~2009~~.



Name (typed or printed): Melody Anne Love
NOTARY PUBLIC in and for the State of Washington
Residing at Mt. Vernon WA
My appointment expires: 10/15/2012

