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Filed for Record at Request of:

Fairhaven Legal Assoc., P.S.  
David L. Day  
Attorney at Law  
P.O. Box 526  
Burlington, WA 98233

DOCUMENT TITLE: Agreement Regarding Common Boundary

REFERENCE NUMBER OF RELATED DOCUMENT: 200408310094

GRANTORS: Richard Kim, Joong Hee Kim

GRANTEES: Kenneth R. Hansen, Patricia L. Hansen

ABBREVIATED LEGAL DESCRIPTION: TINAS COMA, LOT 23, ACRES 0.29

ASSESSOR'S TAX PARCEL NUMBER(S): 7455-000-023-0000; P117058

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**AGREEMENT REGARDING COMMON BOUNDARY**

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THIS AGREEMENT, made and entered into this 7 day of JUNE, 2010, by and between Richard Kim and Joong Hee Kim, hereinafter referred to as "Grantors"; and Kenneth R. Hansen and Patricia L. Hansen, hereinafter referred to as "Grantees", as follows:

WHEREAS, Richard Kim and Joong Hee Kim is the owner of real property legally described in Exhibit "A" attached hereto and incorporated by reference and Kenneth R. Hansen and Patricia L. Hansen is the owner of property legally described in Exhibit "B" attached hereto and incorporated by reference, and

WHEREAS, the properties owned by the parties share a common boundary, and

WHEREAS, landscaping located on said common boundary may encroach on property owned by Richard Kim, and

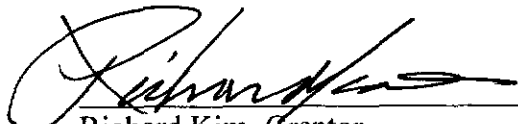
WHEREAS, the parties are desirous of eliminating and/or, precluding any concern amongst themselves that may arise out of the inadvertent or mistaken use, occupation or control by any of the parties over any of the other party's property,

WHEREAS, the consideration for this agreement is the mutual promises and covenants herein, which is acknowledged as fair and adequate consideration for both Kim and Hansen,

NOW, THEREFORE, the parties hereby agree and acknowledge that:

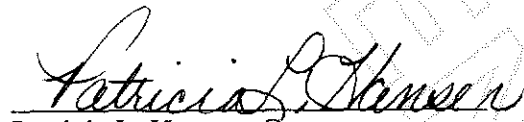
- 1) No act in respect to the use, control or occupation by Hansen over property of Kim shall be adverse or intended to be adverse to the rightful ownership interest of said other party as legally described in the exhibits hereto;
- 2) Any act, use, control or occupation by one party over the property of the other shall henceforth be deemed permissive as to any such act, use control or occupation;
- 3) Notwithstanding the use, occupation or control one party might make of the other party's real property, each party agrees to respect the common boundary as previously established by survey as the boundary between the parties;
- 4) Each party herein expressly disclaims any right, interest, title or estate in or to the lands of the other and said disclaimer shall operate prospectively as long as the parties remain owners of said properties, and/or the landscaping referenced herein remains in its present location;
- 5) In the event that any party hereto should make any inadvertent or mistaken or intentional use of the property of one of the other parties, said party agrees, upon request of the other party, to cease any such use of said property;
- 6) This Agreement shall bind the respective owners, heirs, successors, or assigns to the properties described herein and shall further be interpreted as a covenant which shall bind and run with all succeeding ownerships of the property described herein.

DATED this 7th day of June, 2010.

  
Richard Kim, Grantor

  
Kenneth R. Hansen, Grantee

  
Joong Hee Kim, Grantor

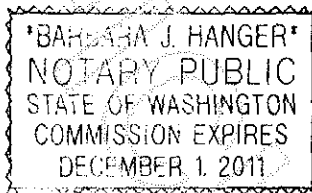
  
Patricia L. Hansen, Grantee

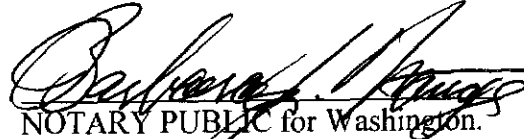


STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this day personally appeared before me Richard Kim and Joong Hee Kim to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that each signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of June, 2010.

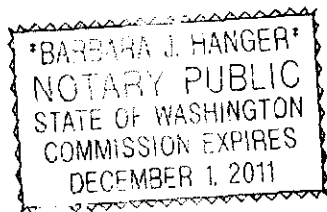


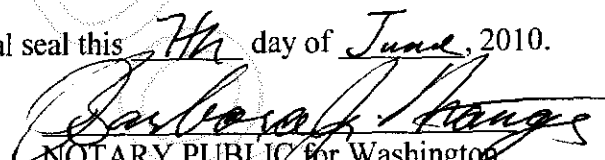
  
NOTARY PUBLIC for Washington.  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss:  
COUNTY OF SKAGIT )

On this day personally appeared before me Kenneth R. Hansen and Patricia L. Hansen to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that each signed the same as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of June, 2010.



  
NOTARY PUBLIC for Washington.  
My Commission Expires: 12/1/11



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**EXHIBIT A**

Lot 23, "PLAT OF TINAS COMA," as per plat recorded on August 11, 2000, under Auditor's File No. 200008110004, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

SUBJECT TO Covenants, Conditions, Restrictions, Provisions, Agreements, Reservations and Easements of record, if any.



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**Exhibit B**

Lot 21, "PLAT OF TINAS COMA", as per plat recorded August 11, 2000, under Auditor's File No. 200008110004, records of Skagit County, Washington.

\*\*see below

Situate in the County of Skagit, State of Washington.

\*\*TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across Tinas Coma Lane, as shown on the face of the

SUBJECT TO Slope Rights and Waiver of Damages as shown on Plat; Easements shown on face of Plat; Declaration of Protective Covenants, Restrictions, Easement and Reservations recorded under Auditor's File No. 200008240005; Easements for access and utilities shown on Plat; Easement for ingress, egress and utilities recorded under Auditor's No. 200008240006.



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