



201802140129

After recording, return to:

Philip Buri
Buri Funston Mumford, PLLC
1601 F Street
Bellingham, WA 98225

Skagit County Auditor

\$94.00

2/14/2018 Page

1 of

11

3:23PM

GUARDIAN NORTHWEST TITLE CO.

A112635

TITLE OF DOCUMENT: Boundary Line Agreement

GRANTORS: Skagit Land Trust, John F. and Barbara C. Hoenselaar

GRANTEES: John F. and Barbara C. Hoenselaar, Skagit Land Trust.

ABBREVIATED LEGAL DESCRIPTIONS: W. 400 ft. Lot 3, Sec. 11, Twnshp. 35 N, Range 1E, W.M. (Land Trust) and Lot 3 Exc. Rd. & W. 400 ft. & RT#0-003-01 & 02 & 04, Sec. 11, Twnshp. 35 N, Range 1E, W.M. (Hoenselaar)

PARCEL NOS: P31249 (Land Trust) and P31244 (Hoenselaar)

REFERENCE NUMBERS OF RELATED DOCUMENTS: AF 541013

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (the Agreement) is between Skagit Land Trust (Land Trust) and John F. and Barbara C. Hoenselaar (the Hoenselaars). The parties make this Agreement under RCW 58.04.007, permitting property owners to resolve uncertain or disputed property boundaries by entering into a written agreement establishing the location of a common boundary line. This Agreement takes effect upon recording.

I. Parties and Ownership.

1.1 Skagit Land Trust owns Parcel 31249 on Guemes Island, Skagit County, Washington, commonly known as Kelly's Point. The legal description for the Land Trust's property is attached as Exhibit A.

1.2 John and Barbara Hoenselaar own Parcel 31244 on Guemes, Island, Skagit County Washington, commonly known as 7690 West Shore Drive, Anacortes, Washington. The legal description for the Hoenselaars' property is attached as Exhibit B.

1.3 The Land Trust's property and the Hoenselaars' property abut, sharing a common boundary. The eastern boundary for the Land Trust's parcel is the western boundary for the Hoenselaars' property.

II. Basis For Boundary Line Agreement.

2.1 On September 4, 1956, the Land Trust's predecessor in interest sold all of Government Lots 3 and 4 on Guemes Island "except all parts thereof lying within 400 feet of the tidelands fronting on said property." (Warranty Deed, AF 541013)

2.2 Because the point of measurement from the "tidelands" is ambiguous and undefined, and because the elevation of the tidelands will vary based on sea level change, the legal description for the boundary between the parties' property is uncertain and variable. Due to the variability of the existing legal description and accompanying boundary, the parties wish to fix a boundary that will be permanently tied to an upland monument. Therefore the parties agree to a boundary that does not reference the tidelands, but rather to the monumented section lines.

2.3 Under RCW 58.04.007, property owners may agree to a fixed, surveyed boundary when an existing legal description is uncertain or in dispute. The parties agree that a boundary line agreement is appropriate and necessary to clarify and permanently fix their common boundary.

III. The Agreed Location For The Common Boundary.

3.1 The parties agree that the true boundary line between the Land Trust's parcel and the Hoenselaars' parcel will be as depicted in the attached map prepared by Lisser and Associates, PLLC. A copy of the map is attached as Exhibit E. The Land Trust will record a Record of Survey that contains the agreed boundary line.

3.2 The legal descriptions of the Land Trust's parcel and the Hoenselaars' parcel will be revised to incorporate the metes and bounds of the surveyed boundary line as depicted on the map, Exhibit E. The revised legal description for the Land Trust's parcel is attached as Exhibit C. The revised legal description for the Hoenselaars' parcel is attached as Exhibit D.

3.3 Each party waives any claim that the common boundary between their parcels is at a location different from that depicted on the map, Exhibit E.

3.4 The Land Trust conveys and quit claims to the Hoenselaars any interest the Land Trust has or may have had in the real property legally described in Exhibit D.

3.5 The Hoenselaars conveys and quit claims to the Land Trust any interest the Hoenselaars has or may have had in the real property legally described in Exhibit C.

IV. Terms And Conditions.

4.1 The parties intend this Agreement to be a covenant running with the land, and is binding on the parties, their heirs, successors and assigns.

4.2 The parties affirm that they have independently read this Agreement, understand its contents, have made a full investigation of the issues concerning the

boundary, and are not relying on any representation or statement made by the other concerning the boundary or related issues.

4.3 Each party is aware of the possible uncertainty regarding the true boundary location, and has elected to enter into this Agreement as means to forever settle the boundary line issues between their respective parcels.

4.4 The resulting boundary line will not create an additional parcel, nor will the resulting parcels be inconsistent with the performance standards with existing Skagit County Zoning regulations.

4.5 The resulting shared common boundary of the parcels does not remove or impinge upon any easements, covenants, restrictions, or encumbrances affecting any of the parcels consolidated.

4.6 The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision.

4.7 This Agreement contains all agreements and understandings between the parties. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in this Agreement. This Agreement supersedes any prior agreement or understanding between the parties regarding the common boundary.

V. Use Restrictions On 25-Foot Buffer Around The Boundary.

5.1 The Land Trust has purchased its parcel subject to deed restrictions designed to conserve the Kelly's Point bluff and ecosystem. To further this conservation, the Hoenselaars agree to limit the use of their property within 25 feet of the agreed

boundary, preserving it as North Pacific Dry Douglas Fir Forest and Woodland, as defined by the Washington Department of Natural Resources' Natural Heritage Program. In this 25-foot buffer zone, the Hoenselaars agree not to:

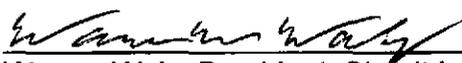
- Build structures of any kind;
- Dump any wastes;
- Pasture or corral any animals;
- Remove soils or minerals; and
- Remove native trees (unless allowed below).

The following uses are allowed in the buffer zone:

- Passive, non-motorized recreational use, like walking;
- Removing shrubs, invasive, or non-native species;
- Removing dead or downed trees and limbs;
- Limbing trees to preserve views, providing the limbing does not threaten the health of the tree; and
- Removing trees that pose an imminent threat to safety or property.

5.2 The use restrictions in paragraph 5.1 touch and concern the Hoenselaars' parcel and run with the land in perpetuity.

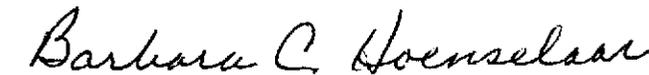
IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year written below.


Warren Walz, President, Skagit Land Trust

Date: 2-14-2018


John F. Hoenselaar

Date: 1/18/18


Barbara C. Hoenselaar

Date: 18 Jan 2018

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that Warren Walz, President of the Skagit Land Trust is the person who appeared before me, and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: February 12, 2018.

Barbara Ann Granger
NOTARY PUBLIC for the State of Washington
My Commission expires 04/25/2021



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that John F. and Barbara C. Hoensehaar are the people who appeared before me, and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: January 18, 2018.

Jane Zillig
NOTARY PUBLIC for the State of Washington.
My Commission expires 3-10-19

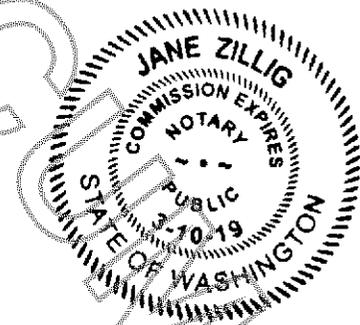


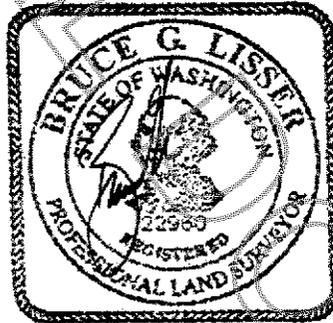
Exhibit "A"

**Skagit Land Trust, Parcel
Prior to Boundary Line Agreement
(Skagit County Assessor's Parcel No. P-31249)**

That portion of Government Lot 3, of Section 11, Township 35 North, Range 1 East, W.M., lying within 400 feet of the tidelands fronting said property, as said 400 feet was reserved in deed recorded September 4, 1956 as Auditor's File No. 541013.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



1-15-18

Exhibit "B"

**Barbara C. Hoenselaar and John F. Hoenselaar, wife and husband, Parcel
Prior to Boundary Line Agreement
(Skagit County Assessor's Parcel No. P-31244)**

Government Lot 3, Section 11, Township 35 North, Range 1 East, W.M.;

EXCEPT all parts thereof lying within 400 feet of the tidelands fronting on said property;

AND EXCEPT the East 20 feet thereof conveyed to Skagit County by deed recorded under Auditor's File No. 251737;

ALSO EXCEPT that portion lying within the East 30 feet of the North 660 feet as conveyed for road purposes by deed recorded March 7, 1978 under Auditor's File No. 874907;

ALSO EXCEPT Tracts A and B, Short Plat No. 10-78, approved March 2, 1978 and recorded in Volume 2 of Short Plats, page 196, under Auditor's File No. 874744, records of Skagit County, Washington;

ALSO EXCEPT the North 330 feet thereof lying West of Short Plat No. 10-78.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



1-15-18

Exhibit "C"

Skagit Land Trust, Parcel
After Boundary Line Agreement
(Skagit County Assessor's Parcel No. P-31249)

That portion of Government Lot 3, Section 11, Township 35 North, Range 1 East, W.M., lying Westerly of the following described line:

BEGINNING at the Southeast corner of Government Lot 4 (South 1/4 corner) of said Section 11, Township 35 North, Range 1 East, W.M., as shown on the face of Skagit County Short Plat No. 26-89, approved October 16, 1989 and recorded December 11, 1989 under Skagit County Auditor's File No. 8912110014; thence North $0^{\circ}06'15''$ West along the East line of said Government Lot 4 for a distance of 1,321.84 feet, more or less, to the Northeast corner thereof; thence North $88^{\circ}53'03''$ West along the North line of said Government Lot 4, also being the South line of Government Lot 3 of said Section 11, for a distance of 880.68 feet to the Northwest corner of Lot C of said Short Plat No. 26-89 and being the TRUE POINT OF BEGINNING of said line description. thence North $43^{\circ}37'05''$ West for a distance of 68.33 feet; thence North $14^{\circ}40'54''$ West for a distance of 629.80 feet; thence North $8^{\circ}11'51''$ West for a distance of 681.24 feet, more or less, to the North line of said Government Lot 3, at a point bearing North $88^{\circ}37'43''$ West a distance of 1,182.34 feet from the Northeast corner thereof, as said Northeast corner is shown on Short Plat No. 10-78, approved March 2, 1978 and recorded March 3, 1978 under Skagit County Auditor's File No. 874744 and being the terminus of said line.

EXCEPT tidelands

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



1-15-18

Exhibit "D"

**Barbara C. Hoenselaar and John F. Hoenselaar, wife and husband, Parcel
After Boundary Line Agreement
(Skagit County Assessor's Parcel No. P-31244)**

That portion of Government Lot 3, Section 11, Township 35 North, Range 1 East, W.M., lying Easterly of the following described line:

BEGINNING at the Southeast corner of Government Lot 4 (South 1/4 corner) of said Section 11, Township 35 North, Range 1 East, W.M., as shown on the face of Skagit County Short Plat No. 26-89 approved October 16, 1989 and recorded December 11, 1989 under Skagit County Auditor's File No. 8912110014;
thence North $0^{\circ}06'15''$ West along the East line of said Government Lot 4 for a distance of 1,321.84 feet, more or less, to the Northeast corner thereof;
thence North $88^{\circ}53'03''$ West along the North line of said Government Lot 4, also being the South line of Government Lot 3 of said Section 11, for a distance of 880.68 feet to the Northwest corner of Lot C of said Short Plat No. 26-89 and being the TRUE POINT OF BEGINNING of said line description.
thence North $43^{\circ}37'05''$ West for a distance of 68.33 feet;
thence North $14^{\circ}40'54''$ West for a distance of 629.80 feet;
thence North $8^{\circ}11'51''$ West for a distance of 681.24 feet, more or less, to the North line of said Government Lot 3, at a point bearing North $88^{\circ}37'43''$ West a distance of 1,182.34 feet from the Northeast corner thereof, as said Northeast corner is shown on Short Plat No. 10-78, approved March 2, 1978 and recorded March 3, 1978 under Skagit County Auditor's File No. 874744 and being the terminus of said line.

EXCEPT from the above the East 20 feet thereof as conveyed to Skagit County by deed recorded under Auditor's File No. 251737;

AND EXCEPT that portion lying within the East 30 feet of the North 660 feet as conveyed for road purposes by deed recorded March 7, 1978 under Auditor's File No. 874907;

ALSO EXCEPT Tracts A and B, Skagit County Short Plat No. 10-78 approved March 2, 1978 and recorded in Volume 2 of Short Plats, page 196, under Auditor's File No. 874744;

AND ALSO EXCEPT the North 330 feet (as measured perpendicular to the North line) of said Government Lot 3 lying Westerly of the West line of said Short Plat No. 10-78 and Easterly of the above-described line.

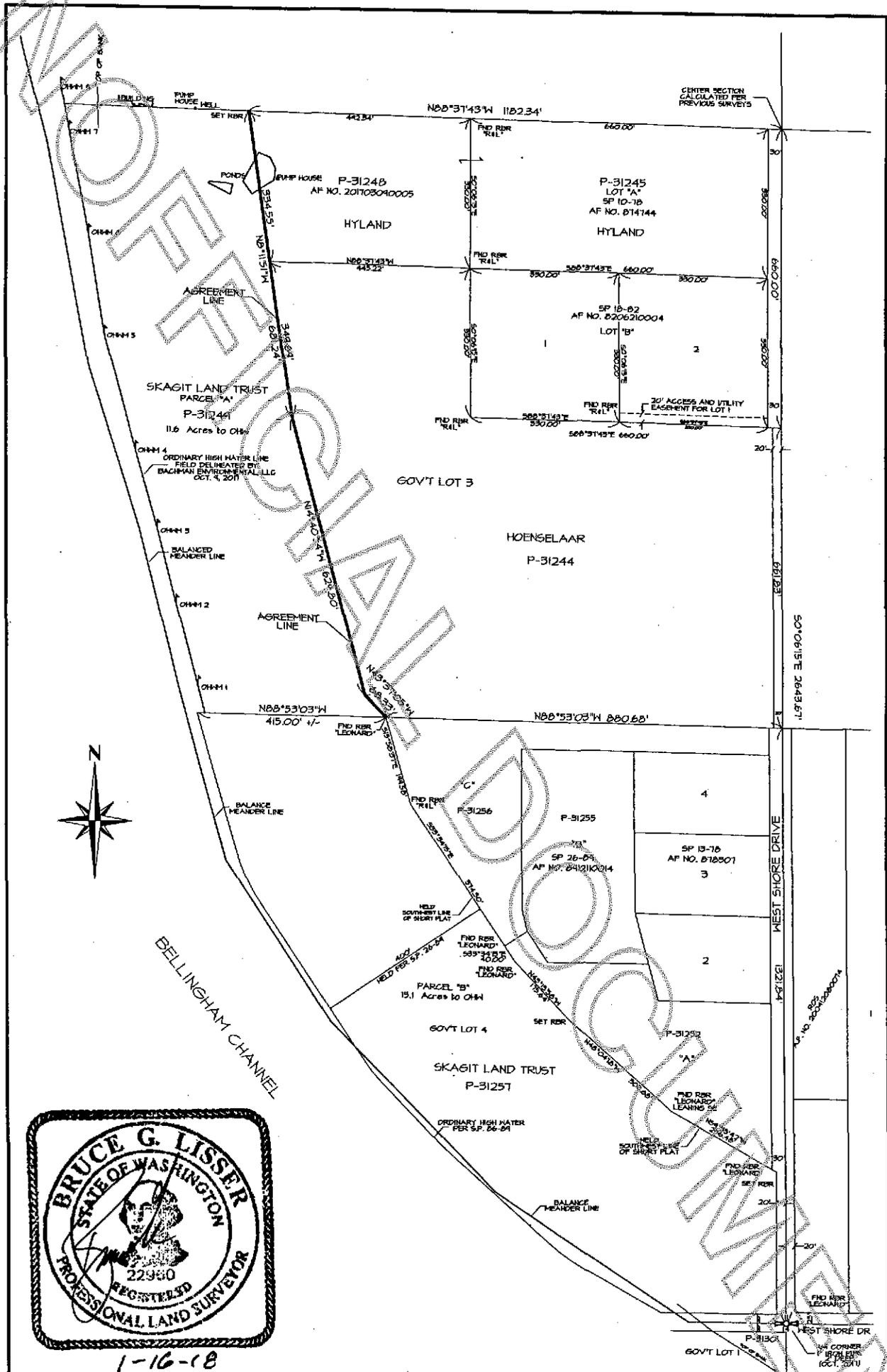
ALL OF THE ABOVE BEING SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



1-12-18

EXHIBIT "E"



1-16-18

BOUNDARY LINE AGREEMENT IN A PORTION OF
 GOVERNMENT LOT 3
 SECTION II, T. 35 N., R. 1 E., W.M.
 FOR: SKAGIT LAND TRUST

DATE: 1/16/18
 MERIDIAN: ASSUMED
 LISSER & ASSOCIATES, PLLC
 SURVEYING & LAND-USE CONSULTATION
 MOUNT VERNON, WA 98273 360-419-7442
 SCALE: 1"=300'
 DWG: 17-095 BLA EXH