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



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Skagit County Auditor

2/14/2018 Page

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**TITLE OF DOCUMENT:** Boundary Line Agreement

GUARDIAN NORTHWEST TITLE CO.

A112635

**GRANTORS:** Skagit Land Trust, Matthew J. and Kara Lynn Simons

**GRANTEES:** Matthew J. and Kara Lynn Simons, Skagit Land Trust.

**ABBREVIATED LEGAL DESCRIPTIONS:** W. 400 ft. Lot 3, Sec. 11, Twnshp. 35 N, Range 1E, W.M. (Land Trust) and Sec. 11, Twnshp. 35N, Range 1E, Ptn. Gov't Lot 4 (aka Tract C SP 26-89) (Simons)

**PARCEL NOS:** P31257 (Land Trust) and P31256 (Simons)

**REFERENCE NUMBERS OF RELATED DOCUMENTS:** AF 541013, AF 8912110014

### BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (the Agreement) is between Skagit Land Trust (Land Trust) and Matthew and Kara Simons (Simons). 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 31257 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 Matthew and Kara Simons own Parcel 31256 on Guemes, Island, Skagit County Washington, commonly known as 7554 West Shore Drive, Anacortes, Washington. The legal description for the Simons property is attached as Exhibit B.

1.3 The Land Trust's property and the Simons' property abut, sharing a common boundary. The eastern boundary for the Land Trust's parcel is the western boundary for Simons' 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 Simons' parcel will be as depicted in the attached map prepared by Lisser & 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 Simons' parcel will be revised to incorporate the metes and bounds of the agreed 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 Simons' 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 Simons any interest the Land Trust has or may have had in the real property legally described in Exhibit D.

3.5 The Simons convey and quit claim to the Land Trust any interest the Simons have 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 any 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.

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

Warren Walz  
Warren Walz, President, Skagit Land Trust

Date: 2-12-2018

Matthew J. Simons  
Matthew J. Simons

Date: 2/5/2018

Kara Lynn Simons  
Kara Lynn Simons

Date: 05 Feb 2018

STATE OF WASHINGTON

)  
) ss.  
)

COUNTY OF SKAGIT

I hereby certify that I know or have satisfactory evidence that Warren Walz, President, 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

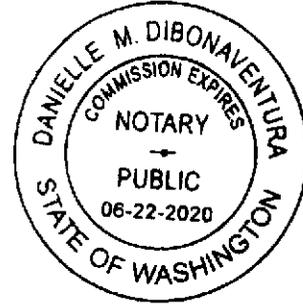


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

I hereby certify that I know or have satisfactory evidence that Matthew and Kara Simons 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: February 5, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington.  
My Commission expires 6-22-20



**Exhibit "A"**

**Skagit Land Trust  
Prior to Boundary Line Agreement  
(Skagit County Assessor's Parcel No. P-31257)**

That portion of Government Lot 4 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;

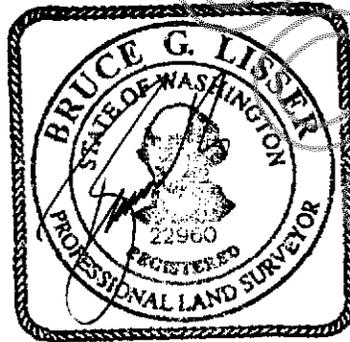
EXCEPT tidelands;

EXCEPT that portion thereof lying within the West Shore Road along the East line thereof.

ALSO EXCEPT the South 20 feet thereof conveyed to Skagit County for road purposes by deed recorded July 1, 1912 as Auditor's File No. 92003, in Volume 90 of Deeds, page 9.

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.



2-13-18

Exhibit "B"

**Mathew J. Simons and Kara Lynn Simons, a married couple, Parcel  
Prior to Boundary Line Agreement  
(Skagit County Assessor's Parcel No. P-31256)**

Lot "C" of Skagit County Short Plat No. 26-89, as approved October 16, 1989, and recorded December 11, 1989, in Volume 8 of Short Plats, page 194, under Auditor's File No. 8912110014, records of Skagit County, Washington, being a portion of Lot 1 of Short Plat No. 13-78 in Government Lot 4 of Section 11, Township 35 North, Range 1 East, W.M.

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.



2-13-12

**Exhibit "C"**

**Skagit Land Trust  
After Boundary Line Agreement  
(Skagit County Assessor's Parcel No. P-31257)**



That portion of Government Lot 4, Section 11, Township 35 North, Range 1 East, W.M., lying Southwesterly of the following described line:

BEGINNING at the Southeast corner of said 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°06'15" West along the East line of said Government Lot 4 for a distance of 325.20 feet;

thence North 59°55'42" West for a distance of 23.14 feet to the Westerly right-of-way margin of West Shore Drive and being the TRUE POINT OF BEGINNING of said line;

thence continue North 59°55'42" West for a distance of 11.56 feet, more or less, to the Southerly most corner of Lot "A", said Short Plat No. 26-89;

thence continue North 59°55'42" West along the Southwesterly line of said Lot A for a distance of 256.48 feet to an angle point in said Southwesterly line;

thence North 48°04'22" West along said Southwesterly line for a distance of 303.68 feet to an angle point in said Southwesterly line;

thence North 43°15'58" West along said Southwesterly line for a distance of 175.64 feet, to an angle point in said Southwesterly line;

thence North 33°34'15" West along said Southwesterly line for a distance of 40.00 feet, more or less, to the Northwesterly corner of said Lot "A", also being the Southwesterly corner of Lot "C" of said Short Plat No. 26-89;

thence continue North 33°34'15" West along the Southwesterly line of said Lot "C" for a distance of 374.30 feet to an angle point in said Southwesterly line;

thence North 15°58'37" West along said Southwesterly line of Lot "C" for a distance of 199.58 feet, more or less, to the Northwest corner of said Lot "C", Short Plat No. 26-89, also being a point on the North line of said Government Lot 4 and the terminus of said line.

EXCEPT tidelands;

AND EXCEPT that portion thereof lying within the West Shore Drive along the East line thereof.

AND ALSO EXCEPT the South 20 feet thereof conveyed to Skagit County for road purposes by deed recorded July 1, 1912 as Auditor's File No. 92003, in Volume 90 of Deeds, page 9.

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.

Exhibit "D"

**Mathew J. Simons and Kara Lynn Simons, a married couple, Parcel  
After Boundary Line Agreement  
(Skagit County Assessor's Parcel No. P-31256)**



Lot "C" of Skagit County Short Plat No. 26-89, as approved October 16, 1989, and recorded December 11, 1989, in Volume 8 of Short Plats, page 194, under Auditor's File No. 8912110014, records of Skagit County, Washington, being a portion of Lot 1 of Short Plat No. 13-78 in Government Lot 4 of Section 11, Township 35 North, Range 1 East, W.M.

EXCEPT any portion of Government Lot 4 lying Southwesterly of the following described line:

BEGINNING at the Southeast corner of said 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°06'15" West along the East line of said Government Lot 4 for a distance of 325.20 feet;  
thence North 59°55'42" West for a distance of 23.14 feet to the Westerly right-of-way margin of West Shore Drive and being the TRUE POINT OF BEGINNING of said line;  
thence continue North 59°55'42" West for a distance of 11.56 feet, more or less, to the Southerly most corner of Lot "A", said Short Plat No. 26-89;  
thence continue North 59°55'42" West along the Southwesterly line of said Lot A for a distance of 256.48 feet to an angle point in said Southwesterly line;  
thence North 48°04'22" West along said Southwesterly line for a distance of 303.68 feet to an angle point in said Southwesterly line;  
thence North 43°15'58" West along said Southwesterly line for a distance of 175.64 feet, to an angle point in said Southwesterly line;  
thence North 33°34'15" West along said Southwesterly line for a distance of 40.00 feet, more or less, to the Northwesterly corner of said Lot "A", also being the Southwesterly corner of Lot "C" of said Short Plat No. 26-89;  
thence continue North 33°34'15" West along the Southwesterly line of said Lot "C" for a distance of 374.30 feet to an angle point in said Southwesterly line;  
thence North 15°58'37" West along said Southwesterly line of Lot "C" for a distance of 199.58 feet, more or less, to the Northwest corner of said Lot "C", Short Plat No. 26-89, also being a point on the North line of said Government Lot 4 and the terminus of said line.

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.

