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Skagit County Auditor

Document Title: **BOUNDARY LINE AGREEMENT**

Reference Number: **202207080084**

Grantor(s):

☐ additional grantor names on page ____.

1. **ROBERT A. ERICKSON**
2. **MARILEE C. ERICKSON**

Grantee(s):

☐ additional grantee names on page ____.

1. **MICHAEL AIKENS**
2. **KIMBERLY AIKENS**

Abbreviated legal description:

☒ full legal on page(s) 1.

LOTS 6 AND 7, PLAT OF CASCADE RIDGE

Assessor Parcel / Tax ID Number:

☐ additional tax parcel number(s) on page ____.

P108100 / 4668-000-007-0000

P108099 / 4668-000-006-0000

BOUNDARY LINE AGREEMENT

This Agreement, made the 2nd day of September, 2025, is between **MICHAEL AIKENS** and **KIMBERLY AIKENS**, husband and wife, who reside at 18807 Cascade Ridge Court, Mount Vernon, WA 98274 (hereinafter "**AIKENS**") and **ROBERT A. ERICKSON** and **MARILEE C. ERICKSON**, husband and wife, residing at 18751 Cascade Ridge Court, Mount Vernon, WA 98274 (hereinafter "**ERICKSON**"), and collectively the "Parties."

WHEREAS, **AIKENS** are the owners in fee simple of certain real property located in Skagit County, Washington, known as 18807 Cascade Ridge Court, Mount Vernon, WA 98274 (Parcel No 108100) and legally described as follows: (3.1400 ac) LOT 7, PLATE OF CASCADE RIDGE COURT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 87 THROUGH 89, RECORDS OF SKAGIT COUNTY, WASHINGTON (hereinafter "**Parcel A**"); and

WHEREAS, **ERICKSON** are the owners in fee simple of certain real property located in Skagit County, Washington, known as 18751 Cascade Ridge Court, Mount Vernon, WA 98274 (Parcel No 108099) and legally described as follows: (4.5800 ac) LOT 6, PLATE OF CASCADE RIDGE COURT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16 OF PLATS, PAGES 87 THROUGH 89, RECORDS OF SKAGIT COUNTY, WASHINGTON, (hereinafter "**Parcel B**"); and

WHEREAS, the north boundary of Parcel A directly adjoins the southern boundary line of Parcel B sharing a common boundary line; and

WHEREAS, on July 8, 2022, a survey was conducted by Delta Land Surveying ("Delta Survey") recorded under Skagit County Auditor's File No. 202207080084 and is attached hereto as **Exhibit A**. The Delta Survey was commissioned by **AIKENS**. The Delta Survey appears to show encroachments onto Parcel A. The Delta Survey created a dispute between **AIKENS** and **ERICKSON** regarding the location of the boundary line between Parcels A and B.

WHEREAS, the parties desire to resolve the dispute about the boundary line between Parcels A and B without resorting to litigation; and

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, and other good and valuable consideration, the Parties agree as follows:

1. The Delta Survey recorded under Skagit County Auditor's File No. 202207080084 represents the true and correct boundary line between Parcels A and B.
2. There are three trees on the western side of Parcel A (highlighted in orange on **Exhibit B**) that are dying or dead. The Parties agree the three western most trees can be removed by **AIKENS**.
3. On the east side of Parcel A are eight to ten young cedar trees near the northeast corner of Parcel A (highlighted in orange on **Exhibit B**). **AIKENS** shall own these trees and **ERICKSON** waives all right of ownership of these trees.
4. Near the east side of the Parcels there are conifers located on Parcel B which branches encroach on Parcel A. The encroaching branches of these trees may be cut back by **AIKENS** to avoid future encroachment so long as the cutting does not jeopardize the health of the trees or destroy the screening function of the trees as reference in Paragraph 8 a. – c. below. None of the trees may be cut down.
5. One encroaching deciduous tree, described as a very thick mature tree adjacent to and south of the **ERICKSON** pond on Parcel B, shall be pruned by **ERICKSON** to the Delta Survey line at **ERICKSON**'s expense.
6. Any claim for adverse possession or prescriptive easement by **ERICKSON**, their predecessors in-interest, legal representatives, successors and assigns, for any portion of Parcel A lying south of Delta Survey boundary line and confirmed under this Agreement, is hereby waived, and deemed permissive and not hostile to or any with any claim of right against **AIKENS**, their predecessors in interest, heirs, legal representatives, successors and assigns.
7. Regarding the sprinkler irrigation system that is south of the Delta Survey, **ERICKSON** abandons the irrigation lines south of the Delta Survey line. **ERICKSON** shall cap off the irrigation lines at or north of the Delta Survey line.
8. There is a row of evergreen trees planted along the boundary line between the parcels which act as a hedge. The row of evergreen trees is highlighted in green on the copy of the survey attached as **Exhibit C**. These trees provide a visual sight barrier between Parcel A and Parcel B. Because these trees are on or very close to the Delta Survey boundary line, the Parties agree these trees shall be considered owned and maintained by both parties in accordance with the following criteria:
 - a. Each party may maintain the branches and that portion of the trees located on their respective side of the line of trees; provided that neither Party may remove any tree or

cause any tree to die or remove branches that would cause the sight barrier and the purpose of the trees as a green belt to be diminished in any way.

- b. If there is any question as to whether a Party's proposed trimming will affect the sight barrier or the health of the trees that Party shall consult with a certified arborist to approve the work contemplated and provide the other Party of the intended trimming plan and the arborist's written opinion with ten (10) business days advance notice. If the other Party objects, the Parties will attempt to negotiate a resolution in good faith. If that fails, the Parties will submit the issue to a mutually agreed arbitrator who will decide the matter in accordance with the intent of this Agreement, which decision be binding. The cost of the arbitrator will be split equally between the Parties.
 - c. Neither Party may remove the white stakes placed by Delta Land Surveying. If a Party removes a survey stake, that Party shall be financially responsible for the cost of relocating the stake.
9. This Agreement shall be recorded. The Parties will split equally all recording fees. Each Party shall be responsible for their own attorney fees and costs.
10. In the interest of reducing future contact between the Parties, each Party agrees not to cross the Delta Survey boundary line except for the limited purpose of complying paragraphs 5 and 7 of this Agreement. All communications between the Parties shall be by written correspondence via certified mail or through the Parties respective attorney.

IT IS MUTUALLY AGREED AND COVENANTED that this Agreement shall run with the land and inure to the benefit of and be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns.

IT IS MUTUALLY AGREED AND COVENANTED that this Agreement and all terms of the Agreement may only be amended by written consent of the Parties or their respective heirs, legal representatives, successors and assigns.

IT IS FURTHER AGREED that this Agreement and its attachments constitute the full and final agreement between the Parties and that there are no other agreements, written or oral, which modify this Agreement.

IN WITNESS WHEREOF, we execute this Agreement effective on the date first above mentioned.

Michael J. Aikens
MICHAEL AIKENS

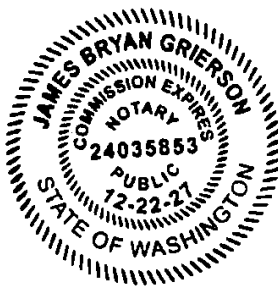
9/3/2025
Date

Kimberly Aikens
KIMBERLY AIKENS


9/3/2025
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that **MICHAEL AIKENS** and **KIMBERLY AIKENS** appeared personally before me, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



James Bryan Grierson
(PRINT NAME)
NOTARY PUBLIC
Residing at Coastal Community Bank
My Appointment Expires 12/22/2027


ROBERT A. ERICKSON

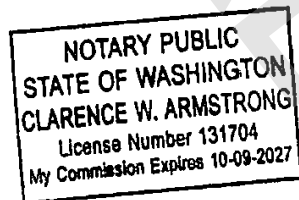
December 18 2025
Date

Marilee C. Erickson
MARILEE C. ERICKSON

December 19, 2025
Date

[illegible]

I certify that **ROBERT A. ERICKSON** and **MARILEE C. ERICKSON** appeared personally before me, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.



Churence W. Ametson

Clarence W. Armstrong
(PRINT NAME)
NOTARY PUBLIC
Residing at Snohomish County
My Appointment Expires 10/09/2027

2022070800884

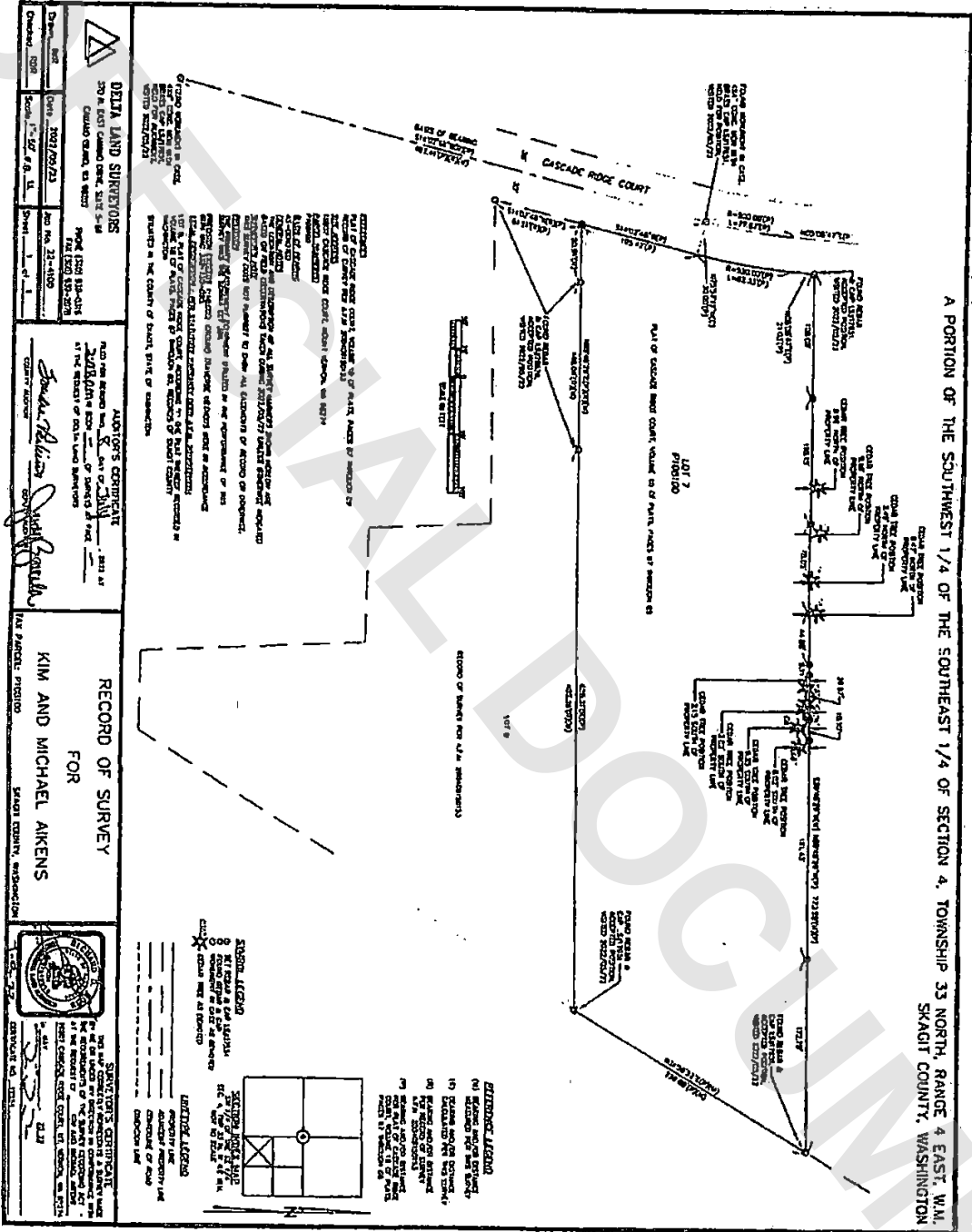


EXHIBIT A

202207080084

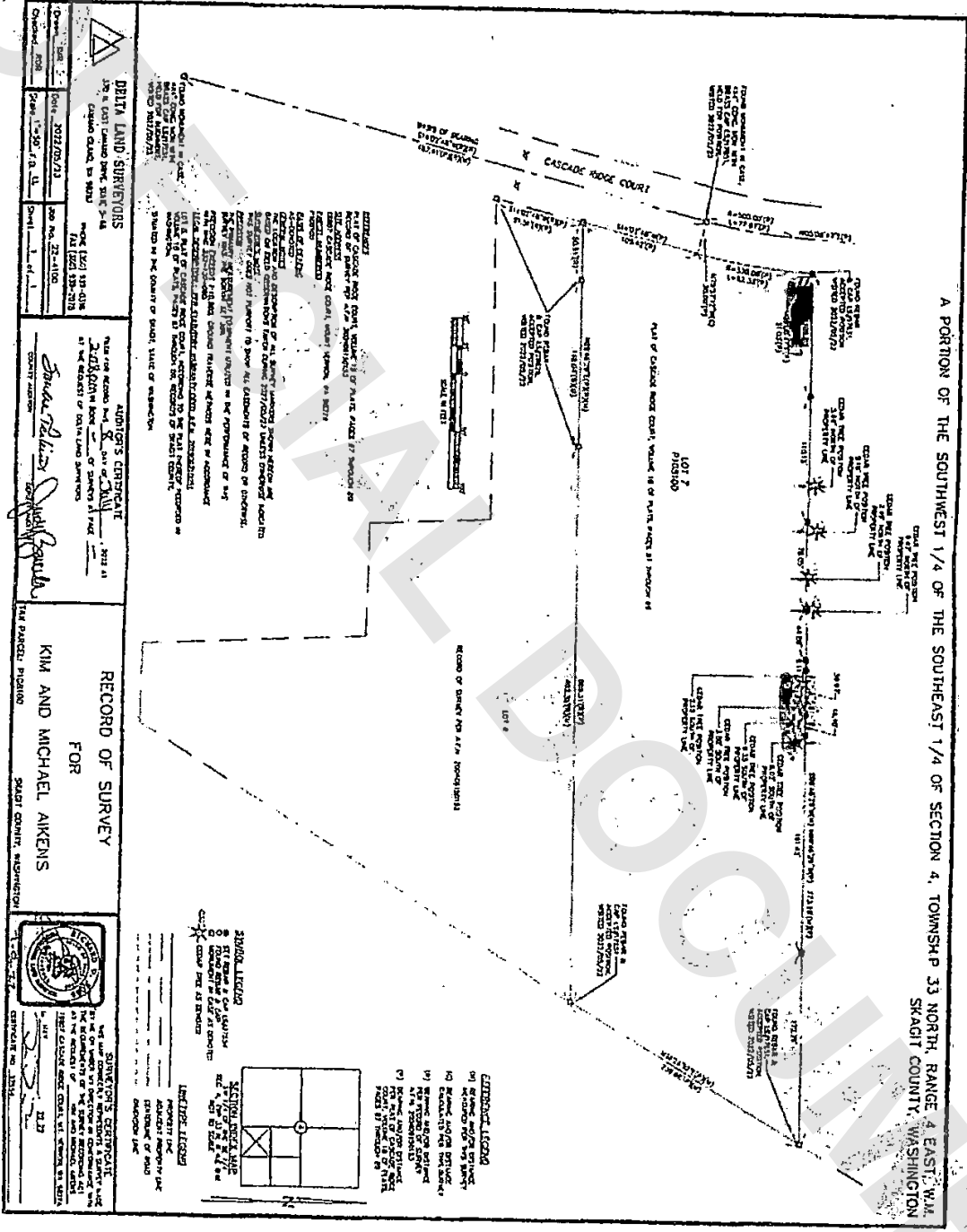


EXHIBIT B

EXHIBIT AC