

AFTER RECORDING MAIL TO:

Mr. Ronald Robin
18025 Snohomish Avenue SE
Snohomish, WA 98290

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (“Agreement”) is made this _____ day of _____, 2023, by and between Ronald and Eileen Robin, husband and wife (“Robin”) and Snohomish County, a political subdivision of the State of Washington (“County”) pursuant to RCW 58.04.007.

WHEREAS, Robin is the owner in fee simple of certain real property legally described in Exhibit A, attached hereto and incorporated thereby (“Robin Property”);

WHEREAS, the County is the owner in fee simple of certain real property legally described in Exhibit B, attached hereto and incorporated thereby (“County Property”);

WHEREAS, the Robin Property has a common boundary line with the County Property;

WHEREAS, a survey performed by WH Pacific on January 20, 2009 under Survey No. 4004 shows a fence and garage encroachment appurtenant to the Robin Property over the south boundary line of the County Property depicted in survey attached hereto as Exhibit C, said encroachment legally described in Exhibit D, attached hereto and incorporated thereby (“Title Defect”); and

WHEREAS, Robin and the County recognize a long-established fence line as a portion of the boundary between their properties; and

WHEREAS, Robin and the County recognize that the boundary line could be the basis of a lawsuit in adverse possession, and/or for mutual recognition and acquiescence, but prefer to resolve the Title Defect amicably;

NOW THEREFORE, in consideration of the mutual promises herein contained, Robin and the County hereto for themselves and their heirs, legal representatives, successors and assigns, covenant and agree as follows:

That irrespective of the current title boundary lines, Robin and the County agree the fence line depicted in survey in Exhibit C attached hereto shall constitute the common boundary line between the Robin Property and the County Property clearing the Title Defect.

Robin agrees to indemnify and hold the County harmless from any liability that may arise from the recreation, enjoyment and maintenance of the Title Defect by Robin and/or their successors or assigns in interest to the Robin Property.

It is mutually agreed and covenanted that this Agreement shall run with the land and inure to the benefit of and be binding upon Robin and the County and their respective heirs, legal representatives, successors and assigns.

In witness whereof, the parties have executed this Agreement.

Ronald Robin

Eileen Robin

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I, _____ certify that I know or have satisfactory evidence that Ronald Robin is the person who appeared before me, and said person acknowledged that he signed this instrument as a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2023.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I, _____ certify that I know or have satisfactory evidence that Eileen Robin is the person who appeared before me, and said person acknowledged that he signed this instrument as a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2023.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

Carl Jorgensen, Property Officer
Snohomish County, a Political Subdivision of the State of Washington

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

I, _____ certify that I know or have satisfactory evidence that Carl Jorgensen is the person who appeared before me, and said person acknowledged that he signed this instrument; on oath stated that he was authorized to execute the instrument; and acknowledged it, as the Property Officer for Snohomish County, a Political Subdivision of the State of Washington, the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day
of _____, 2023.

Printed Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My Commission Expires: _____.

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APPROVED AS TO FORM



12-04-2023

Rebecca Guadamud
Deputy Prosecuting Attorney

EXHIBIT A

All that portion of the northeast quarter of the northwest quarter of Section 14, Township 27 North, Range 5 East, W.M., described as follows:

Beginning at the north quarter corner of Section 14;
Thence south $0^{\circ}37'18''$ west for 30 feet;
Thence north $88^{\circ}24'26''$ west along the south margin of the County Road right of way 80 feet;
Thence south $0^{\circ}37'18''$ west for 200 feet to the TRUE POINT OF BEGINNING;
Thence continue south $0^{\circ}37'18''$ west for 55 feet;
Thence south $86^{\circ}24'06''$ west for 166.49 feet;
Thence north $88^{\circ}24'26''$ west for 120 feet to the easterly line of County Road;
Thence north $22^{\circ}09'30''$ west along said County Road margin 82 feet;
Thence south $88^{\circ}24'26''$ east 242.81 feet;
Thence south 5 feet;
Thence east 75 feet to the TRUE POINT OF BEGINNING.

EXHIBIT B

The north 195 feet as measured along the east line of the following described tract:

All that portion of the northeast quarter of the northwest quarter of Section 14, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the north quarter corner of said Section 14;

Thence south $0^{\circ}37'18''$ west for 30 feet;

Thence north $88^{\circ}24'26''$ west for 80 feet to the TRUE POINT OF BEGINNING;

Thence north $88^{\circ}24'26''$ west for 312 feet;

Thence south $3^{\circ}52'47''$ west for 186.72 feet;

Thence south $22^{\circ}09'30''$ east for 230.99 feet;

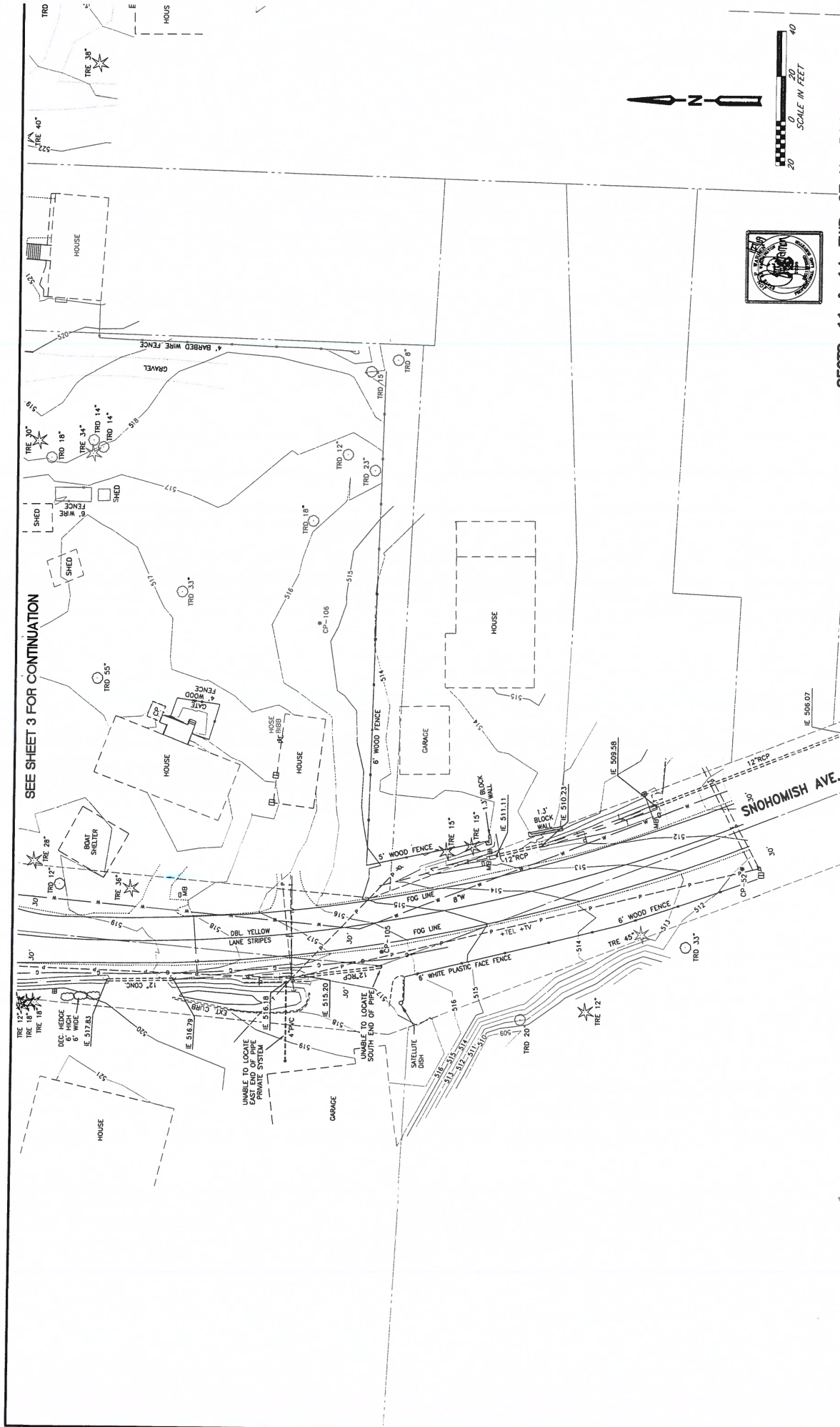
Thence north $88^{\circ}24'26''$ east for 234.25 feet;

Thence north $0^{\circ}37'18''$ east for 390 feet to the TRUE POINT OF BEGINNING;

LESS the east 75 feet of the north 200 feet thereof.

Situate in the County of Snohomish, State of Washington.

EXHIBIT C



SECTS. 11 & 14, TWP. 27 N., RGE. 5 E., W.M.

SNOHOMISH COUNTY
DEPARTMENT OF
PUBLIC WORKS

FUNDING NO. RC 1485

APPROVED FOR CONSTRUCTION

DATE APPROVED:

CLIENT: G. CARTER, P.E.
SNOHOMISH COUNTY ENGINEER

WHPacific
12100 NE 46th St, Ste 303
Bozette, WA 98011
Phone: 425-951-4808
www.whpacific.com

Region	10	STATE	WA	FED. AID PROJ. NO.		SURVEY NO.	4004
DESIGNED BY:		DRAWN BY:	GRB	FIELD BOOK(S):		UPI#	06-0007

PLAN CHECK BY	DATE	DATE	NO.	REVISION	BY

REFERENCE SHEET NO. 4100-A
SHEET 5 OF 5 SHEETS

EXHIBIT D

The south 20 feet of the following described property:

The north 195 feet as measured along the east line of the following described tract:

All that portion of the northeast quarter of the northwest quarter of Section 14, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

Beginning at the north quarter corner of said Section 14;

Thence south $0^{\circ}37'18''$ west for 30 feet;

Thence north $88^{\circ}24'26''$ west for 80 feet to the TRUE POINT OF BEGINNING;

Thence north $88^{\circ}24'26''$ west for 312 feet;

Thence south $3^{\circ}52'47''$ west for 186.72 feet;

Thence south $22^{\circ}09'30''$ east for 230.99 feet;

Thence north $88^{\circ}24'26''$ east for 234.25 feet;

Thence north $0^{\circ}37'18''$ east for 390 feet to the TRUE POINT OF BEGINNING;

LESS the east 75 feet of the north 200 feet thereof.

Situate in the County of Snohomish, State of Washington.