

COVENANT NOT TO SUE OR DISPUTE
WARRANTY DEED PROPERTY LINES

WHEREAS, PETER H. GROVE and AVA E. GROVE, husband and wife, hereinafter referred to as FIRST PARTY, have heretofore sold a certain described parcel of real estate situated in Skamania County, Washington, unto CHARLES H. JETER and SHARON E. JETER, husband and wife, hereinafter referred to as SECOND PARTY, as Purchaser therein that certain Real Estate Contract of Sale dated September 23, 1980, and

WHEREAS, through intervening surveys the Southerly lines of said real estate sold by First Party unto Second Party, have been altered or may be in the future altered by future surveys to a minimal extent of a wedge shaped parcel approximately 20 feet North from the Southwest corner of said real estate sold unto Second Party by First Party, along the Southerly lines of intersection of Second Party's line, it being fully understood herein that the costs of establishing said line by a certified registered surveyor would be prohibitive from the economic sense, and that Second Party is willing to accept whatever location as is now determined, or in the future may be determined by a future survey, if any.

NOW, THEREFORE, for and in consideration of the sale of said real estate by First Party unto Second Party, Second Party herein agrees to waive unto First Party, their heirs, successors and assigns, any encroachment upon their Southerly line by virtue of establishment of the wedge-shaped portion hereinabove mentioned, and agree to hold harmless First Party and their heirs, successors and assigns, from any breach of warranty as contained in the legal description in the Real Estate Contract of Sale hereinabove

Registered ☒
Indexed, Dr. ☒
Indirect ☒
Recorded ☒
Mailed ☒

