

## BOUNDARY AGREEMENT

1. Whereas it is the desire of the hereinafter named owners that a Boundary Agreement be entered into; therefore, this Agreement is made and entered into this 16 day of March, 1974, between William T. Briggs, a single person, to be hereinafter called "Briggs" and Robert J. Tate and Lois L. Tate, husband and wife, to be hereinafter called "Tate".

2. Whereas the said parties own land adjoining each other in Skamania County and

3. Whereas "Briggs" owns the following described real property located in Skamania County, Washington:

The East half of that certain tract of land deeded to Frank B. Morrison on December 27, 1910, by John Mitchell and Emma Mitchell, his wife, the land hereby granted being all the land East of a line drawn South from the center of the North line of said tract so granted, by said John Mitchell and Emma Mitchell, husband and wife, is described as follows:

All that part of the Felix G. Iman Donation Land Claim situated in the Northeast Quarter of Section Two (2) Township Two (2) North Range Seven (7) East of the Willamette Meridian, except that portion thereof heretofore transferred to L. Graves by bond for deed recorded in Book K, page 91. Deed Records of SKAMANIA COUNTY, containing twenty-five acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

4. And whereas Tate owns the following described real property located in Skamania County, Washington:

The West Half of that certain tract of land in the Felix G. Iman D. L. C. described as being in the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 2, Township 2 North, Range 7 E. W. M. conveyed to Frank B. Morrison by deed dated December 27, 1910, and recorded January 5, 1911, at page 36 of Book N of Deeds, Records of Skamania County, Washington, the tract hereby described being bounded on the east by a line drawn south from the center to the north line of the tract conveyed to said Frank B. Morrison; EXCEPT the north 500 feet thereof; AND EXCEPT a tract conveyed to L. T. Coffman by deed dated November 10, 1925, and recorded November 14, 1925, at page 449 of Book O of Deeds; AND EXCEPT a tract conveyed to Irene White by deed dated April 3, 1947, and recorded May 13, 1947, at page 365 of Book 31 of Deeds; AND EXCEPT that portion thereof lying southerly of the Red Bluff Road conveyed

to Roy O. Ray by deed dated November 30, 1958, and recorded January 5, 1959 at page 382 of Book 45 of Deeds, Records of Skamania County, Washington.

5. And whereas there is a fence running South  $6^{\circ}08'31''$  East on the West line of the "Briggs" property, this fence as built has been recognized as the boundary line between "Briggs" and "Tate" properties for over fifty years;

It is the desire of the parties hereto that the common boundary line be the fence as built and the agreement between the parties hereto be based upon such fence as being the true boundary line.

6. It is agreed as follows: that in consideration of the benefits to be derived here from by establishing and fixing the boundary line between the parties, the hereinbefore and after mentioned fence shall be the West property line of the "Briggs" property adjoining the "Tate" property.

7. That the legal description of said agreed common boundary (fence) as determined by survey dated August 8 and 10, 1972, is as follows:

Beginning at the corner common to Sections Thirty Five - Thirty Six and Sections Two-One (35/2 35/1) Township Three/Two (3/2) North-Range seven East of the Willamette Meridian identified by a Skamania County monument; thence running South  $89^{\circ}33'14''$  West along the section line between sections thirty-five (35) and two, a distance of 995.9 feet to a point; thence running South  $6^{\circ}09'$  East along an old fence a distance of 500.97 feet to the Northeast corner of the "Tate" property and the true point of beginning; thence South  $6^{\circ}09'$  East along said fence, a distance of 499.03 feet, to an east west fence and the Southwest corner of the "Briggs" property.

8. It is the intention of the parties, by this agreement, to establish now and for all time the North - South ( $S6^{\circ}09' E$ ) fence as being the agreed property line as it relates to the "Briggs" and/or "Tate" properties;

9. The boundary line between the "Briggs" and "Tate" properties is as shown on the attached sketch which is made part of this Agreement.

10. It is further agreed that, in consideration of the mutual benefits to be derived by the parties hereto, Lillian T. Briggs, a single person, conveys and quit claims to Robert V. Tate and Lois L. Tate, husband and wife, all her right, title and interest in and to any land lying westerly of the agreed common boundary line (fence) between "Briggs" and "Tate" properties.

BOOK 86 PAGE 11

11. It is further agreed that, in consideration of the mutual benefits to be derived by the parties hereto, Robert V. Tate and Lois L. Tate, husband and wife, convey and quit claim to Lillian T. Briggs, a single person, all their rights, title and interest in and to any land lying between of the agreed common boundary line (fence) between "Briggs" and "Tate" properties.

12. This Boundary Line Agreement and Conveyance is intended to bind the parties hereto, namely, "Briggs" and "Tate", their heirs, successors and assigns and/or representatives of the parties hereto.

IN WITNESS WHEREOF the parties have executed this Agreement on the 16 day of March, 1974.

Lillian T. Briggs  
LILLIAN T. BRIGGS

Robert V. Tate  
ROBERT V. TATE

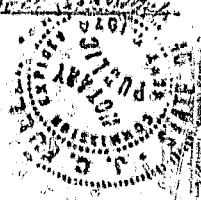
Lois L. Tate  
LOIS L. TATE

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

This is to certify that on this 16 day of March 1974, before me, the undersigned Notary Public, personally appeared Robert V. Tate and Lois L. Tate to me known to be the individuals described in and who executed the foregoing instrument, and acknowledge to me that they signed the same as their own free and voluntary act and deed for the uses and purposes therein mentioned

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and date in this certificate first above written


[Signature]  
Notary Public for the State of Washington, residing at Graveston, Ore.  
My Commission expires Dec. 31, 1976



STATE OF WASHINGTON)  
 ) ss.  
 COUNTY OF SKAMANIA )

This is to certify that on this 16 day of March, 1974, before me, the undersigned Notary Public, personally appeared Lilliam T. Briggs, to me known to be the individual described in and who executed the foregoing instrument, and acknowledges to me that she signed the same as her own free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and date in this certificate first above written.

  
 Notary Public for the State of  
 Washington, residing at Stonewall  
 My Commission expires 2007 5 410



**SURVEY FOR  
LILLIAN BRIGGS  
IN THE NAME OF THE  
SECTION 2 T. 1 N. R. 7 E. W. 1/4  
AS REGISTERED**

Survey 1900



DATE OF SURVEY  
BY THE SURVEYOR  
LILLIAN BRIGGS

I hereby certify that the  
above is a true and correct  
copy of the original  
survey of the above  
land as registered  
in the office of the  
Surveyor General.