

B3581

BOUNDARY AGREEMENT AND QUIT-CLAIM DEED

THIS BOUNDARY AGREEMENT made this 15th day of May, 1979, by and between REGINALD B. HAIGHT and CLITA HAIGHT, husband and wife, Parties of the First Part, and MARVIN A. JEMTEGAARD and LOIS C. JEMTEGAARD, husband and wife, Parties of the Second Part, WITNESSETH:

WHEREAS, the Parties of the First Part have caused a survey to be made by Hagedorn, Inc., Land Surveyors, of certain property located in the North Half of the Southwest Quarter (N2SW4) of Section 7, Township 1 North, Range 5 E.W.M., said survey being hereby specifically referred to and by this reference incorporated herein; and

WHEREAS, in particular, the Parties of the First Part have caused said land surveyor to define a boundary line and to fix the same with certainty to take the place of a meandering fence line which formerly served as a boundary line; now, therefore

The parties hereto agree as follows:

That from and after this date the boundary between the land owned by the Parties of the First Part and land owned by the Parties of the Second Part shall be as set out in that certain survey aforementioned which has been filed for record the 7th day of May, 1979, at 3:30 PM, in Book -1- of Surveys, at page 187, Records of Skamania County, Washington, at the request of Hagedorn, Inc.

AND, in that regard, REGINALD B. HAIGHT and CLITA HAIGHT, husband and wife, Parties of the First Part, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, do hereby quit-claim to MARVIN A. JEMTEGAARD and LOIS C. JEMTEGAARD, husband and wife, Parties of the Second Part, all their right, title and interest in and to the following described real property situate in Skamania County, State of Washington, to-wit:

All of that land lying South of the survey boundary line described in said referenced survey, being the South 188 feet of the North Half of the Southwest Quarter of Section 7, Township 1 North, Range 5 E.W.M.

EXCEPTING county roads, if any, and RESERVING an easement for ingress and egress for the purposes of maintaining and constructing a fence over, upon, under and across the North 30 feet of the above described property, including the right to remove brush and trees, with the exception of two so-called "Land-

mark" fir trees; one roughly 8 ft. South of the survey boundary line and 352 ft. West of the Central 1/16 line; and the other roughly 2 ft. South of the survey boundary line and 832 ft. West of the Central 1/16 line. Said fence to be on the boundary line.

DATED this 15th day of May, 1979.

Reginald B Haight (Seal)

Clita Haight (Seal)

AND, MARVIN A. JENTEGAARD and LOIS C. JENTEGAARD, husband and wife, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, do hereby quit-claim to REGINALD B. HAIGHT and CLITA HAIGHT, husband and wife, all their right, title and interest in and to the following described real property situated in Skamania County, State of Washington, to-wit:

All that land lying northerly of the aforementioned survey boundary line, more particularly described as follows: All that portion of the North half of the Southwest Quarter of Section 7, Township 1 North, Range 5 P.W.M. lying North of the South 188 feet of the North Half of the Southwest Quarter of said Section 7.

EXCEPT county roads.

TOGETHER with an easement for ingress and egress for property line fence construction and maintenance over, upon, under and across the North 30 feet of the South 188 feet of the North Half of the Southwest Quarter of said Section 7, including the right to remove brush and trees, with the exception of two so-called "Land-mark" fir trees, one roughly 8 feet South of the survey boundary line and 352 feet West of the Central 1/16 line; and the other roughly 2 feet South of the survey boundary line and 832 feet West of the Central 1/16 line.

DATED this 15th day of May, 1979.

Marvin A Jentegaard (Seal)

Lois C Jentegaard (Seal)

IT IS THE FURTHER INTENT AND PURPOSE of the parties to this agreement that this agreement serve as a binding boundary agreement and that it bind the parties hereto, their heirs and assigns forever. AND, in the event it is necessary that either party hereto, or their successors in interest, bring suit or action to enforce this agree-

ment, or any portion thereof, the prevailing party in said suit or action shall be entitled to all costs, including reasonable attorney's fees.

Reginald B. Haight
REGINALD B. HAIGHT

Clita Haight
CLITA HAIGHT

Marvin A. Jemtegaard
MARVIN A. JEMTEGAARD

Lois C. Jemtegaard
LOIS C. JEMTEGAARD

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a Notary Public in and for the State of Washington, residing at Stevenson, do hereby certify that on this 15th day of May, 1979, personally appeared before me REGINALD B. HAIGHT and CLITA HAIGHT, husband and wife, and MARVIN A. JEMTEGAARD and LOIS C. JEMTEGAARD, husband and wife, to be known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15th day of May, 1979.

[Signature]
Notary Public in and for the State of Washington, residing at Stevenson

