

FILED FOR RECORD
SKAMANIA CO. WASH
BY City of Stevenson

SEP 24 3 10 PM '93
P. Olsson
AUDITOR
GARY H. OLSON

BOUNDARY LINE AGREEMENT AND CONVEYANCE

117449

BOOK 138 PAGE 322

Boundary Agreement made, effective as of January 3, 1993, by and between Melvin Engel, Jr. and Rena Mae Engel, husband and wife, hereinafter referred to as "Engels" and City of Stevenson, a municipal corporation, hereinafter referred to as "City".

RECITALS

The parties recite and declare:

A. Engels are the owners of certain real property located in the City of Stevenson, County of Skamania, State of Washington, described as follows:

A tract of land in Section 36, Township 3 North, Range 7 E.W.M., described as follows: A tract adjoining Block One of the said Roselawn Addition on the north and bounded on the south by the northerly line of Block One of the said Roselawn Addition, and on the east by the west line of the Henry Shepard D. L. C., and on the west by the west line of Block One of the said Roselawn Addition extended north, and lying southerly of the county road known and designated as Alameda Hot Springs Road;

EXCEPT that portion thereof conveyed by the Grantor to the Grantees by deed dated September 29, 1967, and recorded October 10, 1967, at page 114 of Book 58 of Deeds, under Auditor's File No. 69225, Records of Skamania County, Washington.

AND EXCEPT county roads and city streets and alleys.

hereafter referred to as "the Engel Property".

B. City is the owner of a public street located in the City of Stevenson, County of Skamania, State of Washington, known as Hot Springs Alameda.

C. The southerly boundary of Hot Springs Alameda where it is adjacent to the northerly boundary of the Engel property has been physically altered by City, through construction and improvements which have taken place over time, and the parties find it necessary and desirable to designate a new boundary line between their respective parcels of property.

Registered	2
Indexed	1
Filed	1
Noted	

Glenda J. Kimmel, Skamania County Assessor
By 10 Percol # 3-7-36-3-4-2900

SKAMANIA COUNTY TREASURER

PAID

SEP 24 1993

REAL ESTATE EXCISE TAX

016112

D. It is the desire of the parties hereto that an agreement be entered into for the purpose of adjusting and clarifying the boundary line between Hot Springs Alameda and the Engel property.

In consideration of the above recitals and the mutual terms and covenants of this agreement, the parties agree as follows:

1. The legal description of the agreed common boundary between Hot Springs Alameda and the Engel Property shall be and is as follows:

Beginning at the Southeast corner of the Southwest quarter of said Section 36;

Thence North 45° 56' 46" East a distance of 1199.92 feet to the TRUE POINT OF BEGINNING, said point being on the south edge of McKinley Street.

Thence northeasterly along the arc of a non-tangent 66.50 foot radius curve to the left, the chord of which bears North 52° 27' 33" East a distance of 35.44 feet, for an arc distance of 35.87 feet;

Thence South 52° 59' 36" East a distance of 5.00 feet to the beginning of a 28.50 foot radius non-tangent curve to the right;

Thence along the arc of said curve to the right, the chord of which bears North 67° 49' 43" East a distance of 29.20 feet, for an arc distance of 30.66 feet;

Thence South 81° 20' 59" East a distance of 17.65 feet;

Thence North 8° 39' 01" East a distance of 24.98 feet to the terminus of said line.

2. It is the intention of the parties, by this agreement, to establish now and for all time that the above legal description is the agreed property line as it relates to Hot Springs Alameda and the Engel property.

3. The boundary line between said properties is as shown on Exhibit "A", which is attached hereto and incorporated by reference.

4. It is further agreed that, in consideration of the mutual benefits to be derived by the parties hereto, Engels convey and quit claim to City all their right, title, and interest in and to any land lying northerly of the agreed common boundary line between Hot Springs Alameda and the Engel property.

5. It is further agreed that, in consideration of the mutual benefits to be derived by the parties hereto, City conveys and quit claims to Engels all of its right, title and interest in and to any land lying southerly of the agreed common boundary line between Hot Springs Alameda and the Engel property.

6. This Boundary Line Agreement and Conveyance is intended to bind the parties hereto, their heirs, successors, assigns and representatives.

IN WITNESS WHEREOF the parties have executed this Agreement of
the 3rd day of January, 1993.

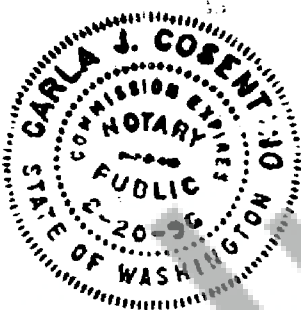
September

Melvin Engel Jr
MELVIN ENGEL JR.
Rena Mae Engel
RENA MAE ENGEL

STATE OF WASHINGTON)
) ss.
County of Skamania)

This is to certify that on the 3rd day of September, 1993, before me personally appeared Melvin Engel Jr. and Rena May Engel, husband and wife, to me known to be the individuals described in and who executed the forgoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the 3rd day of September, 1993.
January



Carla J. Costello
Notary Public in and for the
State of Washington, residing
at Steverson
Commission expires: 8-20-96.

BOOK 138 PAGE 325

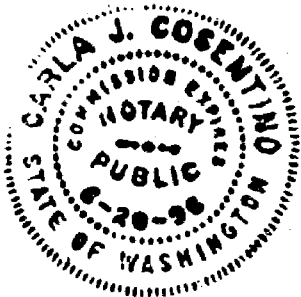
CITY OF STEVENSON



DAVID MCKENZIE, Mayor

STATE OF WASHINGTON)
) ss.
County of Skamania)

This is to certify that on the 3rd day of ^{September} January, 1993, before me personally appeared David McKenzie, Mayor of the City of Stevenson, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the 3rd day of January, 1993.
^{September}




Notary Public in and for the
State of Washington, residing
at Stevenson.

Unofficial Copy

