

125245

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AGREEMENT ESTABLISHING COMMON BOUNDARY LINE FOR REAL PROPERTY

123207

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THIS AGREEMENT made this day by and between JAY B. JONES, a married person dealing with his sole and separate property, hereinafter referred to as "Jones", and WILLIAM J. CRAINE, a married man dealing with his sole and separate property, hereinafter referred to as "Craine"

WITNESSETH:

WHEREAS, Jones is the owner of the following described real estate situate in the County of Skamania, State of Washington:

The Southwest Quarter of the Northwest Quarter and that portion of the Southeast Quarter of the Northwest Quarter lying Northwesterly of the center of the channel of the Washougal River, in Section 34, Township 2 North, Range 5 E.W.M.; EXCEPT those portions thereof heretofore conveyed by the Grantors.

and

WHEREAS, Craine is the owner of the following described real estate situate in the County of Skamania, State of Washington:

A portion of the Southwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian described as follows: BEGINNING at a point on the West boundary line of Section 34, Township 2 North, Range 5 East of the Willamette Meridian where said boundary line intersects with the center of the Washougal River; thence Easterly, following the channel of said river 500 feet East of the West boundary to point of beginning of the tract herein conveyed, which point is also the Southeast corner of the Jack Pahud property; thence North parallel with the West boundary line of Section 34, 435 feet more or less, to a point in the center of a private road running Easterly and Westerly as now staked out and which point is 500 feet East of the West boundary of Section 34 and also the Northeast corner of the Jack Pahud property; thence Easterly along the center of said road 600 feet East of the West boundary of Section 34; thence South parallel with the West boundary line of Section 34, 435 feet more or less to a point in the center of the Washougal River, said point being 600 feet East of the West boundary of Section 34; thence Westerly following the center of the channel of the Washougal River 100 feet more or less to the point of beginning.

and

WHEREAS, the above-described property share a common boundary at the north of the Craine property and at the south of the Jones property; and

WHEREAS, a survey of the Craine property has established the northern boundary to the real property owned by Craine; and

WHEREAS, both parties wish to establish a mutually agreed boundary between two (2) parcels;

REAL ESTATE EXCISE TAX

Form with fields for 'Prop. Value', 'Assessed, Cir', 'Direct', 'Exempt', 'Filed', 'Mailed'. Includes handwritten '18054', 'MAY 09 1936', 'PAID Exempt', and 'Wagon, Deputy'.

17594

AUG 31 1935

Form with fields for 'PAID', 'Exempt', and 'SKAMANIA COUNTY TREASURER'. Includes handwritten 'PAID Exempt' and 'JW'.

Vertical stamp: Gary H. Marvin, Skamania County Assessor, Date 5/9/36, Parcel # 2-5-34-6-700, 2-5-34-9-1001

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for Real Property

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NOW, THEREFORE, the parties do hereby agree that the survey of record in Skamania County at Book 3, Page 133, sets forth the true and correct north boundary line of the Craine property and the true and correct south boundary line of the Jones property, more particularly described as follows:

County of Skamania, State of Washington:

BEGINNING at a 3/4" iron pipe at the Northwest corner of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, as shown in Book 3, at page 133 of Surveys, recorded in Skamania County,

THENCE South 01°09'11" West, along the West line of said Section 34, 2,399.70 feet to a point at the centerline of the Washougal River, as shown in said survey;

THENCE North 78°13'55" East, 150.82 feet along said centerline, as shown in said survey;

THENCE North 77°04'00" East, 72.89 feet, along said centerline, as shown in said survey;

THENCE North 01°09'11" East, 425.80 feet to a 1" iron pipe, as set in said survey;

THENCE North 75°06'26" East, 209.62 feet to a 1" iron pipe set in said survey;

THENCE North 79°54'02" East, 108.99 feet to a 1" iron pipe, as set in said survey, being the TRUE POINT OF BEGINNING of this description;

THENCE ~~South~~ North 82°26'55" East, 103.82 feet to a 1" iron pipe, being the terminus of this line described.

SUBJECT TO any easements of record.

Jones does hereby convey and quit claim to Craine any interest he may own in the real estate south of the aforescribed common boundary line.

Craine does hereby convey and quit claim to Jones any interest he may own in the real estate north of the aforescribed common boundary line.

DATED this 14 day of August, 1995.

Jay B. Jones
Jay B. Jones

William J. Craine
William J. Craine

Transaction in compliance with County subdivision ordinance
Skamania County, WA
By William J. Craine
MJM 5-10-96

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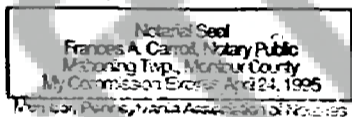
Page 3

FRANCES A. CAROL
STATE OF PENNSYLVANIA)
COUNTY OF MONTGOMERY) SS.

On this day personally appeared before me JAY B. JONES, a
married person dealing with his sole and separate property, to
me known to be the individual described in and who executed the
within and foregoing instrument, and acknowledged 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 this 9th day of February,
1995.

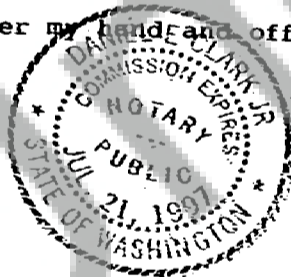
Frances A. Carol
Notary Public in and for the State of
Pennsylvania, Residing at Lebanon.
My appointment expires: 4-21-95.



STATE OF Washington)
COUNTY OF Clark) SS.

On this day personally appeared before me WILLIAM J. CRAINE,
to me known to be the individual described in and who
executed the within and foregoing instrument, and acknowledged 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 this 14 day of August,
1995.



William J. Craine
Notary Public in and for the State of
Oregon, Residing at Vancouver.
My appointment expires: July 21, 1997.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Krapp O'Dell & Lewis
May 14 9 01 AM '96
G. Olson
AUDITOR
GARY M. OLSON

FILED FOR RECORD
SKAMANIA CO. WASH
BY Krapp O'Dell & Lewis
Aug 31 1 06 PM '95
G. Olson
AUDITOR
GARY M. OLSON

Skamania County Planning and Community Development
File: NSA-96-04 (Jacoby/Koebel) Director's Decision
Page 2

- 3) All structures shall be setback 100 feet from the adjacent agricultural parcel to the north, or 50 feet from the parcel to the north if a vegetative barrier is planted.
- 4) If a vegetative barrier is used to meet the northern agricultural setback requirements, stipulated in condition #3 above, then it shall be planted according to the following guidelines:
 - a) A continuous row of screening trees shall be planted near the north property line. (The continuous row of screening trees can be divided to make room for the access drive.)
 - b) If locust, maple, oak, pine, fir, or cedar trees are used, they shall to be planted no further than 12 feet apart.
 - c) If poplar or cottonwood trees are used, they shall be planted no further than 3 feet apart.
 - d) The trees shall extend along the entire northern property line.
 - e) The trees shall be at least six feet in height when planted.

Prior to issuance of an occupancy permit, Department staff shall conduct a site visit in order to verify that all required vegetative screening has been planted in the exact manner described above, and is being maintained in a healthy condition including irrigation if necessary.

- 5) The new home shall be limited, as proposed on the elevation drawing, to one story with a daylight basement.
- 6) All structures shall be finished in nonreflective materials of dark, earth-tone colors. The applicant shall submit color samples to the Department prior to issuance of a building permit.
- 7) Exterior lighting shall be directed downward and sited, hooded and shielded such that it is not highly visible from key viewing areas. Shielding and hooding materials shall be composed of non-reflective, opaque materials.
- 8) No more than one access drive shall be constructed, and all parking areas shall be fully screened from key viewing areas by the home. In addition, a revised site plan, which complies with this condition, shall be submitted to the Planning Department prior to issuance of a building permit.

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Skamania County Planning and Community Development
File: NSA-96-04 (Jacoby/Koebel) Director's Decision
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As per SCC §22.06.050(C)(2), the Director's Decision shall be recorded in the County deed records prior to commencement of the approved project.

As per SCC §22.06.050(C)(5), the decision of the Director approving a proposed development action shall become void in two years if the development is not commenced within that period, or when the development action is discontinued for any reason for one continuous year or more.

APPEALS

The decision of the Director shall be final unless a written Notice of Appeal is filed by an interested person within 20 days from the date hereof. Appeal may be made to the Skamania County Board of Adjustment, P.O. Box 790, Stevenson, WA 98648. Notice of Appeal forms are available at the Department Office.

A copy of the Decision was sent to the following:

Adjacent Property Owners w/500 feet of the subject property
Skamania County Building Department
Skamania County Assessor's Office

A copy of this Decision, including the Staff Report, was sent to the following:

Persons submitting written comments in a timely manner
Yakama Indian Nation
Confederated Tribes of the Umatilla Indian Reservation
Confederated Tribes of the Warm Springs
Nez Perce Tribe
Columbia River Gorge Commission
U.S. Forest Service - NSA Office

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2. Purchaser agrees to pay \$25.00 as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date. Such reasonable liquidated damages are not intended to impair the Seller's rights in the event of default as set out hereinbelow.

3. All payments to be made hereunder shall be made payable to Marilyn Kelly at P.O. Box 180, Carson, Washington 98610, or at such other place as the Seller may direct in writing.

4. The Purchaser may at his option pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without penalty and without notice to Seller.

Taxes and Assessments

5. The Purchaser assumes and agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by Seller, Purchaser will show proof of said payments.

Inspection

6. The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchaser or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

a. The Purchaser is acquiring the property "as is" and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchaser acknowledges that he has made his own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant he may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth therein or in a subsequent document executed by Seller. All representations, warranties, understandings and agreements between the parties are merged herein and shall not survive closing.

Inspection of Premises and Miscellaneous Provisions

7. Purchaser agrees that a full inspection of the premises has been made and both parties agree that prior to date of closing

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all costs of repairs, reconstruction and replacements which are not covered by the insurance proceeds. In the event the Purchaser desires to construct improvements which are materially different from those so damaged or destroyed, he shall first obtain the Seller's written consent. All repairs and replacements shall be commenced within sixty (60) days following the date the Purchaser elects to reconstruct and shall be continuously pursued with due diligence. Subject to the terms of any prior encumbrances, any casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this paragraph shall be paid to the Seller and applied against the principal balance last due hereunder.

If (a) the Purchaser does not elect to repair the damage, or (b) the Seller's consent to different improvements is not waived or given, or (c) the Purchaser does not deposit into the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (d) construction is not commenced when required or not continuously pursued (subject to delays beyond the reasonable control of the Purchaser, the Seller may require that all casualty insurance proceeds be immediately paid to the Seller or to the holder of a prior encumbrance having a valid claim thereto which is prior to the Seller's. The Purchaser shall make the elections provided for in this paragraph within sixty (60) days following the date of the casualty, and the Seller shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request. Any failure of the Purchaser to timely make any such election shall enable the Seller to apply the insurance proceeds against the principal last due under this contract, and any failure of the Seller to timely respond to any such request shall be deemed an approval thereof.

Damage to or destruction of the property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchaser of his obligation to pay the remaining installment amounts when due. In the event of any failure of the Purchaser to obtain or timely pay any premiums for any insurance required by this paragraph, the Seller may require the Purchaser to deposit with each installment amount an amount reasonably estimated by the Seller to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the Seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchaser with the delivery of a statutory warranty fulfillment deed to the Purchaser at such time as the purchase price and interest requested hereunder has been paid in full. The Seller shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other purpose, with interest thereon, if any, being added to the sums so held.

installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date Purchaser is entitled to possession.

Use of Premises

14. Purchaser covenants and agrees to make or permit no unlawful, offensive or improper use of the premises or any part thereof.

Assignment

15. The rights hereby granted are personal to the Purchaser and Seller's reliance upon Purchaser's ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchaser, nor shall Purchaser make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of Seller.

Default

16. In case the Purchaser fails to make any payment herein provided, the Seller may make such payment, and any amounts so paid by Seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

17. Time and the covenants of Purchaser are of the essence of this contract, and it is agreed that in case the Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Seller may at his option exercise any of the following alternative remedies upon giving Purchaser thirty (30) days written notice specifying the default and the remedy to be exercised should Purchaser fail to cure all defaults at the expiration of the 30-day period:

- a. Suit for Delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
- b. Forfeiture and Repossession. The Seller may cancel and render void all rights, title and interests of the Purchaser and his successors in this contract and in the property (including all of Purchaser's then existing rights, interests and estates therein

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institute an action for summary possession of the property as provided by law.

The waiver of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of

Seller to take action upon default shall not be construed as a waiver of said default. If Seller is required to institute legal action to enforce any of the remedies indicated, Purchaser agrees to pay Seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

Purchaser's Remedies

18. In the event Seller should default in any of his obligations under this contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for his damages caused by such default, or pursue any other remedy which may be available to Purchaser at law or in equity.

Notice

19. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchaser: Harold Samsel
P.O. Box 342
North Bonneville WA 98639

To Seller: Marilyn Kelly
P.O. Box 180
Carson WA 98639

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall Seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof.

Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

Costs and Attorneys' Fees

20. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

Succession

21. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Governing Law

22. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Use of Pronouns

23. Unless the context requires otherwise, references to the singular shall include the plural and references to the plural shall include the singular. Unless some other meaning or intent is apparent from the context, masculine, feminine and neuter pronouns are used interchangeably herein.

Entire Agreement

24. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

STATE OF WASHINGTON)
) ss
County of Skamania)

I certify that I know or have satisfactory evidence that Effie L. Sullivan is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 14th day of May, 1996.



Jan C. Kielpinski
Print: JAN C. KIELPINSKI
Notary Public in and for the
State of Washington
Commission expires 4/28/98

STATE OF WASHINGTON)
) ss
County of Skamania)

I certify that I know or have satisfactory evidence that Kenneth Samsel 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 Attorney-In-Fact of Harold Samsel to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14th day of May, 1996.



Jan C. Kielpinski
Print: JAN C. KIELPINSKI
Notary Public in and for the
State of Washington
Commission expires 4/28/98

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EXHIBIT A

Beginning at the Southeast corner of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence North 0° 30' East on section line between Section 20 and Section 21 a distance of 430.2 feet; thence North 90° 00' West a distance of 20.0 feet to the point of true beginning; thence North 90° 00' West a distance of 446.7 feet; thence North 1° 00' West a distance of 100.1 feet; thence North 90° 00' East a distance of 449.3 feet; thence South 0° 30' West a distance of 100.1 feet to the point of beginning.

EXCEPT a tract of land in the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of the said Section 20; thence North 00° 30' East along the East line of the said Section 20 a distance of 430.2 feet; thence North 90° 00' West a distance of 20.0 feet; thence West 237.6 feet to the initial point of the tract hereby described; thence North 00° 30' East 100.1 feet; thence West 231.7 feet; thence South 01° 00' East 100.01 feet; thence East 229.1 feet to the initial point.

CLW

C.L.S.
M.B.K.

KB P.O.A.