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RETURN ADDRESS

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P. Johnson  
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BOOK 162 PAGE 741

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Agreement Creating Restrictive Covenant

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

Auditor's File No. 127374 Vol. 162, Page 737  
Additional Reference #'s on page \_\_\_\_\_

GRANTOR(S)

JAY B. JONES / NORMA ROBINSON  
\_\_\_\_\_  
\_\_\_\_\_  
Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

NORMA ROBINSON / JAY B. JONES  
\_\_\_\_\_  
\_\_\_\_\_  
Additional Grantees on page # \_\_\_\_\_

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Section 34, Township 2 North, Range 5 East WM. 2  
Additional Legal is on page # \_\_\_\_\_

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-5-34B-700 2-5-34-2-0-1700  
Additional Parcel #'s on page \_\_\_\_\_

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Registered ☒  
Indexed, Dir. ☒  
Indirect ☒  
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M-1 ☒

AGREEMENT CREATING RESTRICTIVE COVENANT

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 NORMA ROBINSON, a single person, hereinafter referred to as "Robinson",

W I T N E S S E T H:

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

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$  of NW $\frac{1}{4}$ ) of Section 34 Township 2 North, Range 5, East of the Willamette Meridian, more particularly described as follows:  
Beginning at a point marking the intersection of the channel of the Washougal River with the west boundary line of the said Section 34; thence following the channel of the Washougal River easterly to a point 400 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence parallel to the West line of the said Section 34 North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on June 6, 1938; thence Easterly following the center of said private road to a point 500 feet East of the West line of the said Section 34; thence parallel to the West line of the said Section 34 South to the channel of the Washougal River, said point being 500 feet East of the West line of the said Section 34; thence Westerly following the channel of the Washougal River to the initial point.

and

WHEREAS, the parties have on even date herewith executed an Agreement Establishing Common Boundary Line for Real Property setting forth the common boundary at the north of the Robinson property and at the south of the Jones property, said Agreement recorded at Book 162, page 737, records of Skamania County, Washington; and

WHEREAS, a survey of the Robinson property commissioned by Jones and recorded in Skamania County at Book 3, Page 133, has established the purported northern boundary to the real property owned by Robinson; and

WHEREAS, Jones has brought an action against Robinson for timber trespass under Skamania County Superior Court Cause #94-2-00058-8; and

WHEREAS, both parties are desirous of resolving the above-mentioned action;

NOW, THEREFORE, in consideration of the resolution of the above-mentioned cause, and for other good and valuable consideration, in hand received, Robinson, her heirs, beneficiaries, legal representatives, or assigns covenant and agree not to cut, trim, burn, or otherwise remove any natural vegetation, trees, shrubs, and all other similar growth on the following described tract:

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  $01^{\circ}09'11''$  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  $78^{\circ}13'55''$  East, 150.82 feet along said centerline, as shown in said survey;

THENCE North  $77^{\circ}04'00''$  East, 72.89 feet, along said centerline, as shown in said survey;

THENCE North  $01^{\circ}09'11''$  East, 425.80 feet to a 1" iron pipe, as set in said survey;

THENCE North  $75^{\circ}06'26''$  East, 209.62 feet to a 1" iron pipe, as set in said survey, being the Northeast corner of the Liebhart tract, described in Book 148, page 890, recorded in Skamania County, Washington, and the TRUE POINT OF BEGINNING of this description;

THENCE North  $79^{\circ}54'02''$  East, 108.99 feet to a 1" iron pipe, as set in said survey, being the Northwest corner of the Craine tract, described in Book 152, page 16, records of Skamania County, Washington;

THENCE North  $01^{\circ}09'11''$  East 26.00 feet, more or less, to the centerline of a ten-foot wide gravel driveway, which has been as shown in said survey, and marked by a 1" iron pipe <sup>set pursuant to this Agreement;</sup>

THENCE in Southwesterly directions along said centerline, as shown in said survey, 125.00 feet, more or less, to a 1" iron pipe, as set in said survey, being THE TRUE POINT OF BEGINNING.

SUBJECT TO any easements of record.



## Agreement Creating Restrictive Covenant

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Robinson does hereby covenant and agree not to build upon, construct, or in any manner develop the above-described property, including, but not limited to the construction of any fence, outbuilding, or structure of any type or description.

Robinson hereby agrees that all of the covenants, conditions, and restrictions contained in this Agreement shall be inserted in full in all future deeds of her property described herein. The covenants and restrictions of this Agreement shall run with and bind the land, and shall be binding upon Robinson, and shall inure to the benefit of and be enforceable by Jones, his heirs, beneficiaries, legal representatives, or assigns, and shall be enforceable from the date of this Agreement, unless otherwise agreed to in writing by the then owners of the above-described tracts.

DATED this 19<sup>th</sup> day of November, 1996.

Jay B. Jones  
Jay B. Jones

Norma Robinson  
Norma Robinson