

129151

BOOK 168 PAGE 881

Return Address:

Alpine Quality Const.
16505 A SE 1st St. #71
Vancouver, WA 98684

FILED FOR RECORD
SKAMIA CO. WASH
BY *Alpine Quality Const.*
SEP 8 3 43 PM '97
P. Lowry
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Boundary Line Agreement	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Davison, Craig Scott etux	
2. Alpine Quality Construction Inc	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Alpine Quality Construction Inc	
2. Davison, Craig Scott etux	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 25, T3N, R7E	
<input type="checkbox"/> Complete legal on page 5,6,7 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-07-25-4-0-0200 & 301-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> Additional parcel #'s on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Alpine Quality Const
16505 A SE 1st St #71
Yac. WA 98684

REAL ESTATE EXCISE TAX
18997

AUG 29 1997

PAID exempt
in

SKAMANIA COUNTY TREASURER

BOUNDARY LINE AGREEMENT

Grantors: Davison, Craig Scott and Maura J.; Alpine Quality Construction, Inc.
Grantees: Alpine Quality Construction, Inc.; Davison, Craig and Maura J.
Abbreviated Legal: SW1/4 S25, T3N, R7E, WM
Assessor's Tax Parcel # _____
Other Reference Nos: _____

1. Effective Date: August 27, 1997.
2. Parties: Craig Scott Davison and Maura J. Davison, husband and wife, and the marital community composed thereof, hereinafter referred to as "Davison"; and
 Gary H. Martin, Skamania County Assessor
 Date 8/28/97 Parcel # 3-7-25-9-200
301 Alpine Quality Construction, Inc., a Washington corporation, hereinafter referred to as "Alpine."

3. Recitals:
 - A. Davison is the owner of a certain parcel of real property in Skamania County, Washington, commonly known as 122 Baker Road, Stevenson, Washington 98468, and legally described as follows:
 Refer to Exhibit "A" attached hereto and incorporated herein fully by this reference and hereinafter referred to as the "Davison Property."
 - B. Alpine is the owner of a certain parcel of real property in Skamania County, Washington, commonly known as 191 Baker Road, Stevenson, Washington 98648, and legally described as:
 Refer to Exhibit "B" attached hereto and incorporated herein fully by this reference and hereinafter referred to as the "Alpine Property."
 - C. The parties desire to establish and place of record the boundary line as legally described in Exhibit "C" attached to this Agreement and incorporated fully by this reference.
 - D. A survey by Lawson Survey & Engineering, Inc., of the Alpine Property has revealed that the boundary line between the Davison Property and the Alpine Property does not coincide with the existing fence line

between the properties. A copy of a portion of said survey is attached as Exhibit "D" and incorporated herein fully by this reference.

E. The parties recognize that the existence and maintenance of a fence placed between the subject property not reflecting the true boundary line between the subject properties causes uncertainty as to the true location of the boundaries; raises a possibility of dispute between the parties and/or successors in interest of the parties; hinders development and improvement of the respective properties; and causes apprehension of future disturbance and litigation. Therefore, all parties are desirous of determining with certainty the true boundaries between the respective parcels.

The parties hereby mutually agree as follows;

4. Boundary Adjustment:

A. Current Boundaries. The parties agree that the present boundaries of the real property subject to this Agreement are accurately reflected in the legal descriptions attached as Exhibits "A" and "B."

B. Proposed Adjusted Boundaries. The parties intend and agree by this Agreement to establish the legal boundary of the subject real property as legally described in Exhibits "A" and "B" as the boundary legally described in Exhibit "C."

C. Legal Description and Survey Preparation. Lawson Surveying & Engineering, Inc., of Vancouver, Washington prepared a survey of the new boundary line for the parcels which constitute the real property subject to this Agreement. The legal descriptions attached hereto are a true and accurate representation of the intention of the parties as it relates to the establishment of the property lines of the existing subject property.

5. Agreement:

A. The parties to this Agreement, in adopting the new boundaries and legal descriptions for the subject property, do fully represent and agree that it is their intention to confirm, modify, and accept the real property boundary line as respectively set forth on Exhibit "C" as it relates to each of their parcels and interest previously existing in the real property legally described in Exhibits "A" and "B."

B. The parties will accept as among themselves, their assigns, heirs, personal representatives and successors, the boundary line so established by this Agreement and attached as Exhibit "C" as the true boundary line henceforth of the property previously legally described in Exhibits "A" and "B" and will execute this instrument to embody their Agreement as to the new location of such boundary line.

C. The parties further agree to execute any necessary additional documents or deeds in order to fulfill the intentions of this Agreement.

6. Compliance:

This Boundary Line Agreement is made in compliance with Section 58.17.040(6) RCW because this Agreement does not create any additional lot, tract, parcel, site or division.

7. Consideration:

The consideration for this Agreement is the adjustment of the boundary line.

8. Preparation of Agreement:

This Agreement was prepared by the law firm of Horenstein & Duggan, P.S. on behalf of Alpine. Davison, in executing the Agreement, acknowledge that they have read and understand all provisions in this Agreement and that they have been advised to seek independent counsel prior to signing this Agreement.

9. Whole Agreement:

This Agreement is the whole agreement between the parties and supersedes all oral understandings and previous written agreements which are inconsistent with the provisions hereof. There are no representations, warranties or other agreements between the parties which in any way modify or change the terms of this Agreement.

10. Headings:

The headings appearing in this Agreement are for convenience of reference only and in no way define, limit, or circumscribe the scope and intent of this Agreement or any provision herein.

11. Attorney Fees:

In any suit, proceeding, or action to enforce any term, condition, or covenant of this Agreement or to procure an adjudication or determination of the rights of the parties, the prevailing parties shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein.

DATED this 27 day of August, 1997.

ALPINE QUALITY CONSTRUCTION, INC.

BY: Terry Ryan

TERRY RYAN, President

Craig Scott Davison
CRAIG SCOTT DAVISON

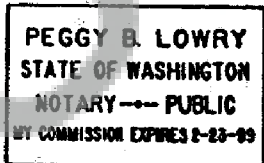
Maura J. Davison
MAURA J. DAVISON

STATE OF WASHINGTON)

County of Skamania)

I certify that Terry Ryan appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute the instrument as the President of Alpine Quality Construction, Inc., and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 29th day of August, 1997.

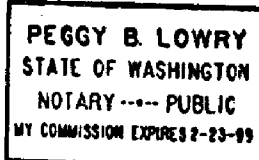


Peggy B. Lowry
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/23/99

STATE OF WASHINGTON)
County of Skamania : ss.

I certify that Craig Scott Davison appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of August, 1997.

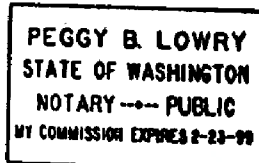


Peggy B. Lowry
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/23/99

STATE OF WASHINGTON)
County of Skamania : ss.

I certify that Maura J. Davison appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27th day of August, 1997.



Peggy B. Lowry
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/23/99

EXHIBIT "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 CHAINS NORTH AND 20 CHAINS WEST OF THE SOUTHEAST CORNER OF THE SAID SECTION 25; THENCE WEST 5 CHAINS; THENCE SOUTH 20 CHAINS; THENCE EAST 5 CHAINS; THENCE NORTH 5 CHAINS; THENCE EAST 2 CHAINS; THENCE NORTH 4 CHAINS; THENCE WEST 2 CHAINS; THENCE NORTH 11 CHAINS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING NORTHERLY OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE BAKER ROAD.

SUBJECT TO TALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND AGREEMENTS OF RECORD, IF ANY.

EXHIBIT B

PARCEL I

A tract of land in the Southeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point 40 chains North and 20 chains West of the Southeast corner of said Section 25; thence South 11 chains; thence East 2 chains; thence South 4 chains; thence West 2 chains; thence South 10 chains; thence East 8 chains; thence North 25 chains; thence West 8 chains to the place of beginning.

EXCEPT that portion conveyed to Skamania County by instrument recorded January 14, 1972, in Book 63, Page 667.

PARCEL II

A tract of land in the Southeast quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at a point 40 chains North and 20 chains West of the Southeast corner of said Section 25; thence West 5 chains; thence South 20 chains; thence East 5 chains; thence North 5 chains; thence East 2 chains; thence North 4 chains; thence West 2 chains; thence North 11 chains to the point of beginning.

EXCEPTING therefrom the following:

- A. That portion lying Southerly of the Center line of County road.
- B. That portion conveyed to B. Shelton Shurtz et. ux. by instrument recorded in Book 67, Page 121.
- C. That portion conveyed to Skamania County by instrument recorded in Book 63, Page 665.

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LAWSON
Surveying & Engineering, Inc.
JOHN G. LAWSON, P.E., PLS

- Surveying
- Engineering
- Environmental
- Planning

11815 N.E. 99th Street Bldg. 12, Suite 1294 Vancouver, WA 98682 (360) 256-8008 Fax (360) 256-7267

**LEGAL DESCRIPTION
FOR
BOUNDARY LINE AGREEMENT FOR ALPINE QUALITY CONSTRUCTION
PROPERTY AND THE DAVIDSON PROPERTY
(As surveyed by Lawson Surveying and Engineering)**

BEGINNING at the Southwest corner of the Northeast one-quarter, of the Southeast one-quarter, of Section 25, Township 3 North, Range 7 East, Willamette Meridian, as shown in survey by Lawson Surveying and Engineering recorded in Book 1, Page 3, Skamania County records;

THENCE North 01°06'51" East, 329.06 feet along the West line of said Northeast one-quarter;

THENCE South 88°49'33" East, 152.19 feet parallel with the North line of said Northeast one-quarter;

THENCE North 00°51'19" East, 22.91 feet parallel with the East line of said Northeast one-quarter to a 1/2 inch iron rod with Lawson cap as set in said survey, said point also being on the South line of Baker Creek Road being the terminus of this described line.

Exhibit C



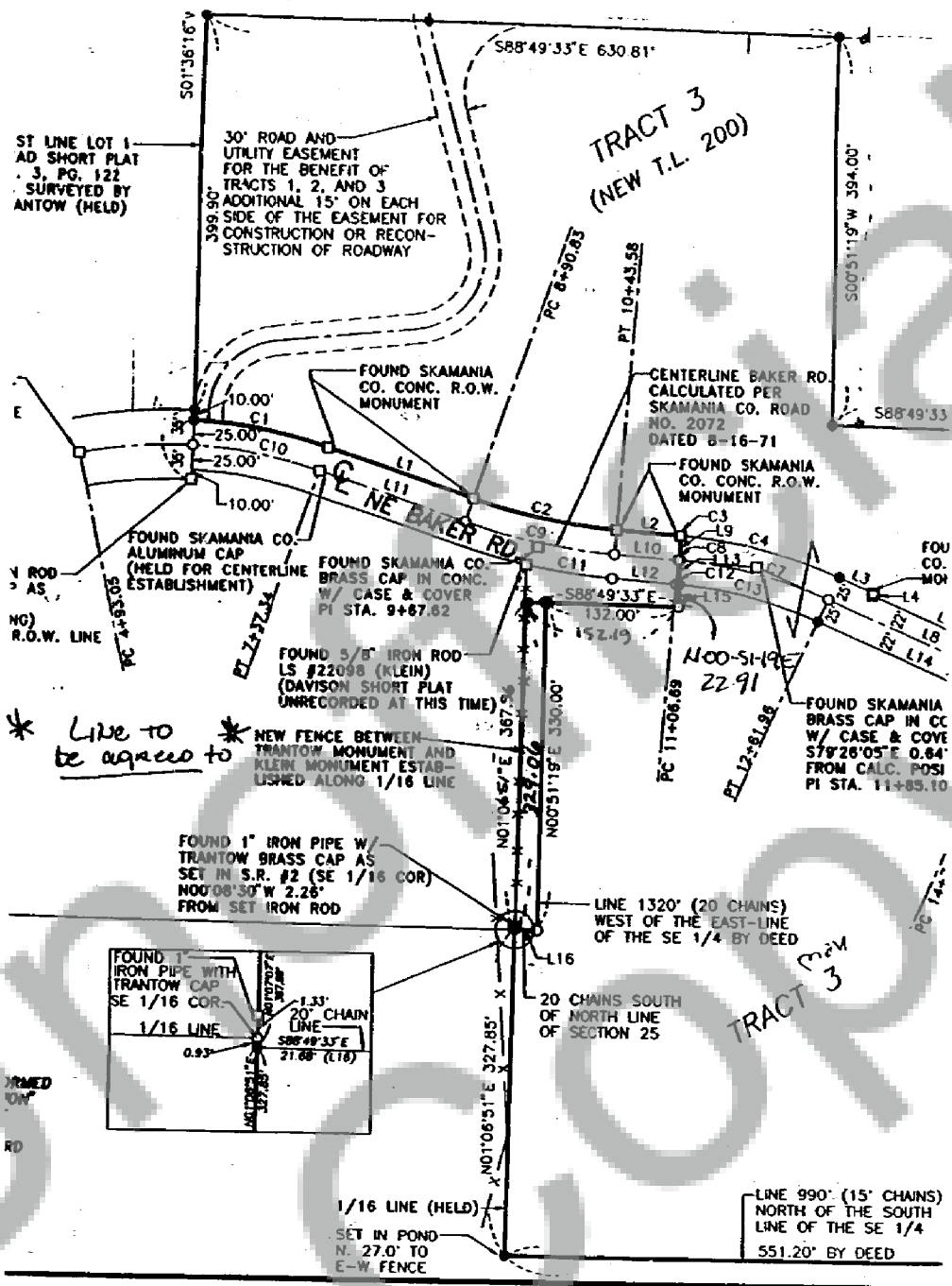


Exhibit D
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