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FILED  
STAFF  
BY *Kielpinski & Woodrich*  
Dec 23 4 27 PM '99  
*O'Leary*  
GARY T. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:

Boundary Line Agreement and Conveyance

Grantor(s): [Last name first, then first name and initials]

Schaff, Rita

Grantee(s): [Last name first, then first name and initials]

Waters, John  
Waters, Marie

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/P4/A]

Lot 1 & 2 of Emerald Estates Subdivision  
Complete legal description on page 3.

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

Book B/Pge 88

Assessor's Property Tax Parcel/Account Number(s):  
*MSM* 036817400900  
030817400911

REAL ESTATE EXCISE TAX

20603  
DEC 29 1999

PAID *Exempt*  
*W. Waters, Depts*  
SKAMANIA COUNTY TREASURER

Supplies  
Ordered ☒  
Direct ☒  
Indirect ☒  
Total ☒

Gary H. Martin, Skamania County Assessor

Date *12-26-99* Parcel # *38424-900*  
*911*

**BOUNDARY LINE AGREEMENT AND CONVEYANCE**

Boundary Agreement made, effective as of November 29<sup>th</sup>, 1999, by and between Rita M. Schaff, a single woman, hereinafter referred to as "Grantor", and John H. Waters and Marie Waters, husband and wife, hereinafter referred to as "Grantees".

**RECITALS**

The parties recite and declare:

A. Grantor is the owner of certain real property located in the City of Carson, County of Skamania, State of Washington, described as follows:

Lot #1 Emerald Estates Subdivision Recorded in Skamania County  
Book of Plats, Book B, Page 88

hereafter referred to as "the Grantor Property".

B. Grantees are the owners of certain real property located in the City of Carson, County of Skamania, State of Washington, described as follows:

Lot #2 Emerald Estates Subdivision, Recorded in Skamania County  
Book of Plats, Book B, Page 88

hereafter referred to as "the Grantees Property".

C. For good and sufficient consideration and **FOR THE PURPOSE OF ADJUSTING BOUNDARY LINES ONLY**, the parties find it necessary and desirable to designate a new boundary line between their respective parcels of property.

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 the Grantor and the Grantee 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 the Schaff and the Waters Property shall be and is as follows:

as above



The Southwest 01°18'55" boundary shall be located ten (10) feet west of the existing boundary line between Lot#1 and Lot #2 of the Emerald Estates Subdivision recorded in Book B page 88.

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 the Grantor and the Grantee 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, Grantor conveys and quit claims to Grantees all her right, title, and interest in and to any land lying easterly of the agreed common boundary line between the Grantor and the Grantee property more particularly described as follows:

Lot 1

Beginning at the northeast corner of Lot 1 of the Emerald Estates Subdivision Recorded in Skamania County Book of Plats, Book B, Page 88, Skamania County, Washington; thence West 10 feet 88°41'05"; thence South 120.00 feet 01°18'55", thence East 10 feet 88° 41'05"; thence North 120.00 feet 01°18'55" to the point of beginning.

5. This description constitutes a boundary line adjustment between the adjoining property of the Grantor and Grantee herein and is therefore exempt from requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The herein described property cannot be segregated and sold without first conforming to the State of Washington and Skamania County Subdivision laws.

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

Transaction in compliance with County sub-division ordinances.

Skamania County

By: MJM 12-29-99

**Rita M. Schaft**

~~John H. Waters~~  
John H. Waters, attorney in fact

## Marie Waters

This is to certify that on the 29<sup>th</sup> day of November, 1999, before me personally appeared Rita M. Schaff, to me known to be the individual described in and who executed the forgoing instrument, and acknowledged to me that they signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

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

Commission expires: 12/01/01

This is to certify that on the 26th day of November, 1999, before me personally appeared John H. Waters and Marie Waters, 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.

Murphy & Lancel



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Notary Public in and for the  
State of Washington, residing  
at Steverson  
Commission expires: 12/01/01

mjm

