

148151

BOOK 239 PAGE 709

FILED IN RECORD  
SEARCHED BY  
Irma Collins

MAR 31 11 44 AM '03

CLERK  
J. MICHAEL GARVISON

Return Address:

Brady W. ANDERSON  
1111 MAIN ST., SUITE 410  
VACOUVER, WA 98660

Document Title(s) or transactions contained herein:

JOINT DECLARATION

GRANTOR(S) (Last name, first name, middle initial)

JACK & IRMA COLLINS

☐ Additional names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first name, middle initial)

PUBLIC

☐ Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

SECT. 8 T1N R5 EWM

☐ Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Reviewed ☒  
Indexed ☒  
Filed ☒  
Released ☒

☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

01-05-08-0-0-0105-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers 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.



JOINT DECLARATION OF JACK AND IRMA COLLINS  
REGARDING REAL PROPERTY LOCATED IN  
SECTION 8, TOWNSHIP 1 NORTH,  
RANGE 5 EAST OF THE WILLAMETTE MERIDIAN

Jack and Irma Collins declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct and is based upon their own personal knowledge:

1. We are the owners of certain property that is located in the Northeast Quarter Section of Section 8, Township 1 North, Range 5 East of Willamette Meridian. We based this Declaration upon our own personal knowledge.

2. In 1962, we bought approximately 80 acres of property located in the Northeast Quarter of Section 8, Township 1 North, Range 5 East in Skamania County, Washington. In 1990, we short platted the property into four lots. We eventually sold Lots 1, 2 and 3, but retained the remaining 45.92 acres.

3. In 2002, our grandson, Joshua Economides, approached us to request that we give him about 20 acres of this remainder lot. We said we would consider it but made no specific promises.

4. On March 1, 2002, Josh and his realtor, Carol Peterson, came to our house with a Quit Claim Deed form. The Deed listed us as the Grantor, Josh as the Grantee, and referred to the property as "Northeast Quarter SEC.8, T1N, R5E, W.M." After much browbeating, we finally agreed to sign the Deed but only upon certain conditions. The realtor, Ms. Peterson, wrote down these conditions on a document entitled "Addendum." The Addendum, which is attached to and incorporated herein as Exhibit "A" was signed by us and Josh. The Addendum contained the conditions of our agreement to give the property to Josh. The Quit Claim Deed that we signed indicated that the "Addendum" was "attached."

5. We intended for the Addendum to be a part of the Quit Claim Deed and to condition our gift of the property on the conditions spelled out in the Addendum. We were careful to make sure that the Addendum was a part of the documents that we signed on March 1, 2002.

6. We were later horrified to learn that the Quit Claim Deed that was recorded with the Skamania County Auditor at Book 221, Page 288, had been substantially altered from the document that we had signed. Someone had added the words "Trustees of the Collins Living Trust." Someone had also inserted "21.02" as the "consideration" for the Deed. Someone had also expanded upon the legal description by adding the words "Skamania County Records Book 3, Page 171. Parcel 21.02 acre. North parcel of survey recorded Book 3, Page 285. Exhibit A attached."



7. Someone had also struck out the words "see attached," which was the reference to the previously mentioned "Addendum" which we intended to be made a part of the Deed.

8. Someone also added the words "Road Agreement Book 120, and then Book 120 and then page."

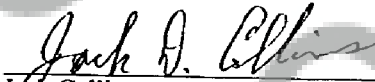
9. Someone also added a legal description to the Deed which was not attached to the Deed at the time that we executed it.

10. Finally, the Deed was recorded without the attached "Addendum," which had been a part of the Quit Claim Deed which we had signed.

11. When confronted, our grandson admitted about a week later that the Quit Claim Deed had been recorded without the agreed upon Addendum. Josh said he felt bad and had signed an Affidavit which was recorded with the Auditor's Office. We have reviewed this Affidavit, which was recorded in Book 221, Pages 430-31. The Affidavit is inconsistent with the terms of the Addendum. In particular, paragraph 4 of the Affidavit indicates that Josh must reimburse the Jack and Irma Collins Trust if he sells the property within eight years of the conveyance. However, our condition of the gift, as reflected in the Addendum, required Josh to reimburse the Trust \$110,000.00 regardless of when he sold the lot.

12. We have sought the advice of attorneys who advise that the Quit Claim Deed that is recorded is invalid, and is null and void. If necessary, we plan to initiate legal action to have a court declare the agreement as void. We are recording this Declaration to protect our interest in the above-described real property until such time as our grandson clears the title or we obtain a determination from a court. We have also executed a Quit Claim Deed conveying our interest in the above-described property to the Jack and Irma Collins Living Trust.

DATED this 31 day of March, 2003 in Washougal, Skamania County, Washington.

  
Jack Collins

  
Irma Collins

ADDENDUM

Date: March 1, 2002

Between JACK & IRMA COLLINS and JOSH ECONOMIDES

Concerning 2490 acre

It is agreed:

- 1) JOSH will build a home or put a doublewide mobile home on this land within 2 years, AND move into this home.
- 2) Josh will take responsibility for all taxes to said property. Includes any back taxes.
- 3) The property can not be divide or sold within 8 years of moving on this property.
- 4) If Josh does sell this property - he will reimburse the Jack and Irma Collins Trust the sum of \$110,000, which is the Land's current value.
- 5) Nor can Josh quit claim or transfer this parcel to anyone within the 8 years.

owners Jack A. Collins Irma B. Collins

grantee Josh Economides March 1, 2002

Josh S Economides

EXHIBIT "A"