

148473

BOOK 241 PAGE 286

FILED
SKAMANIA COUNTY WASH
City of North Bonneville
APR 23 4 35 PM '03
U. Carter
J. M. Carter

WHEN RECORDED RETURN TO:

Kielpinski & Woodrich
PO Box 510
Stevenson WA 98648

REAL ESTATE EXCISE TAX

22953

APR 23 2003

PAID exempt
Vickie Chellard, Deputy
SKAMANIA COUNTY TREASURER

1st Street
2nd Street
3rd Street
4th Street
5th Street
6th Street
7th Street
8th Street
9th Street
10th Street

BOUNDARY LINE AGREEMENT AND QUIT CLAIM DEED
Boundary Line Adjustment

Grantor (s): THE CITY OF NORTH BONNEVILLE, A Washington Municipal Corporation.

Grantee (s): WINDWOOD LLC, A Washington Limited Liability Corporation

Abbreviated Legal:

Assessor's Tax Parcel No's: 02-07-20-1-3-5700-00, 02-07-20-1-3-1900-00

Gary H. Martin, Skamania County Assessor
Date 4/23/03 Parcel # 02-07-20-1-3-5700-00 CONVEYANCE
02-07-20-1-3-1900-00

Boundary Agreement made, effective as of April 9th, 2003, by and between THE CITY OF NORTH BONNEVILLE, A Washington Municipal Corporation, hereinafter referred to as "Grantor", and WINDWOOD LLC, a Washington Limited Liability Company, hereinafter referred to as "Grantee".

RECITALS

The parties recite and declare:

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

Tax Parcel No. 02-07-20-1-3-5700-00, Lot M-1 of the "Plat of

Relocated North Bonneville-CBD" in the S.M. Hamilton D.C.C., in Section 20, Township 2 North, Range 7 EWM, Skamania County Washington, except the following strip of land:

Beginning at the Northeast corner of Lot C-8 of said plat;
Thence South 22°32'24" East, along the East line of said Lot C-8, for a distance of 19.00 feet to the TRUE POINT OF BEGINNING;
Thence continuing along said East line, south 22°32'24" East, for a distance of 42.00 feet;
Thence North 67°27'36" East for a distance of 0.50 feet;
Thence North 22°32'24" West, parallel with said East line, for a distance of 42 feet;
Thence South 67°27'36" West, for a distance of 0.50 feet to the TRUE POINT OF BEGINNING.
Containing 21 square feet.
TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record.

hereafter referred to as "the Grantor Property".

B. Grantee is the owner of certain real property located in the City of North Bonneville, County of Skamania, State of Washington, previously described as follows:

Parcel Number: 02-07-20-1-3-2100-00. Lot C-8, PLAT OF RELOCATED NORTH BONNEVILLE- CBD, sheet 8 of 10 sheets, Recorded in Book "B" of Plats, Pay 14, Skamania County File No. 83466, also recorded in Book "B" of Plats, Page 30, Skamania County File No. 84429, Records of Skamania County, Washington.

hereafter referred to as "the Grantee 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 Grantee Property shall be and is as follows:

Lot C-8, of the PLAT OF RELOCATED NORTH BONNEVILLE-CBD, in the S.M. Hamilton D.L.C., in Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, together with the following strip of land more fully described in Exhibit "A" attached hereto and incorporated herein as if fully set forth.

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 "B", 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 Grantee all his right, title, and interest in and to the land described in the boundary line agreement between the Grantor and the Grantee property.

1. This Boundary Line Agreement and Conveyance is intended to bind the parties hereto, their heirs, successors, assigns and representatives.

2. The purpose of this deed is to affect a boundary line adjustment between adjoining parcels of land owned by Grantor, it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 58.17, City of North Bonneville and Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington and Skamania County Subdivision and City of North Bonneville Short Plat laws.

IN WITNESS WHEREOF the parties have executed this Agreement of the 9th day of April, 2003.

[signatures on next page]

GRANTOR(S):

John L Kirk
JOHN KIRK,
Mayor of the City of North Bonneville

GRANTEE(S):

WINDWOOD LLC.,
By: Daniel Gundersen
Its: President

STATE OF WASHINGTON)

County of Skamania)

SS.

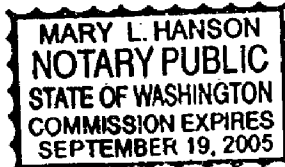
I, the undersigned, a notary public in and for the State of Washington hereby certify that on this 9th day of April, 2003, personally appeared before me JOHN KIRK, Mayor of the City of North Bonneville, Grantor, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he was authorized to sign said document and that he signed and sealed the same as his free and voluntary act and deed for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.



Irene E. Bitikof
NOTARY PUBLIC, in and for
the State of Washington
My commission expires 2-27-06

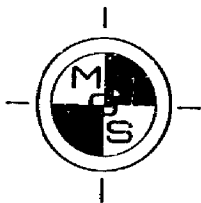
BOOK 241 PAGE 290

STATE OF WASHINGTON)
) SS.
County of Skamania)



I, the undersigned, a notary public in and for the State of Washington hereby certify that on this 9th day of April, 2003, personally appeared before me DANIEL GUNDERSON, President of WINDWOOD LLC., Grantee, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he was authorized to sign said document and that he signed and sealed the same as his free and voluntary act and deed for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.

Mary L. Hanson
NOTARY PUBLIC, in and for
the State of Washington
My commission expires 9-19-05



MINISTER-GLAESER
SURVEYING INC.

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

February 20, 2003

EXHIBIT "A"



ADJUSTED LOT C-8:

Lot C-8, of the "Plat of Relocated North Bonneville-CBD", in the S.M. Hamilton D.L.C., in Section 20, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, together with the following strip of land:

Beginning at the Northeast corner of Lot C-8 of said plat;

Thence South $22^{\circ}32'24''$ East, along the East line of said Lot C-8, for distance of 19.00 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said East line, South $22^{\circ}32'24''$ East, for a distance of 42.00 feet;

Thence North $67^{\circ}27'36''$ East, for a distance of 0.50 feet;

Thence North $22^{\circ}32'24''$ West, parallel with said East line, for a distance of 42.00 feet;

Thence South $67^{\circ}27'36''$ West, for a distance of 0.50 feet to the TRUE POINT OF BEGINNING.

Containing 21 square feet.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

EXHIBIT DRAWING
SHOWING A BOUNDARY LINE ADJUSTMENT BETWEEN
LOTS C-8 AND M-1,
"PLAT OF RELOCATED NORTH BONNEVILLE-CBD"

