

Doc # 2004152449
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Date: 03/31/2004 03:37P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

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David A. Gittins
Law Office of David A. Gittins
P. O. Box 191
843 Seventh Street
Clarkston, WA 99403

SCR 26597

Document Title(s) or transactions contained therein:

1. Boundary Line Agreement

Reference Number(s) of Documents assigned or released:
(on page ____ of documents (s))

Grantor (Last name first, then first name and initials)

1. Heuton, Rogene and Jackson, Julie Simenson, f/k/a Francis, Julie Simenson
Trustees of the Bonnette Family Living Trust

Grantee (Last name first, then first name and initials)

1. Jackson, Kelly R. and Julie

Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)

NW 1/4 Sec. 4, T1N, R5E, Skamania County, Washington.

Additional legal is on page 2 and 3 of document.

Assessor's Property Tax Parcel/Account Number

01-05-04-0-0-0101-00

01-05-04-0-0-0500-00

G.S.

✓

After recording return to:

David A. Gittins
Law Offices of David A. Gittins
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Clarkston, WA 99403

Boundary Line Agreement

SECTION ONE PARTIES

The parties to this agreement are as follows:

- 1.1 Kelly R. Jackson and Julie Jackson, husband and wife ("Jackson").
- 1.2 Rogene Heuton and Julie Simenson Jackson, f/k/a Julie Simenson Francis, Trustees of the Bonnette Family Living Trust ("Bonnette Trust").

SECTION TWO RECITALS

- 2.1 Jackson is the owner of the following-described real property:

Situate in the County of Skamania, State of Washington, to-wit:

All that portion of the following described real property lying Southwesterly of County Road No. 1213 described as the Salmon Falls Road.

The East one-third of the following described tract of land:

The North Half of the Northeast Quarter and the North Half of the Northwest Quarter all in Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Skamania County by instrument recorded May 1, 1968 in Book 59, Page 48, Skamania County Deed Records. ("Jackson Property")

- 2.2 The Bonnette Trust is the owner of certain property contiguous to the

Jackson Property located in Skamania County, Washington, more particularly described in those deeds dated June 9, 1981 and recorded as Instrument Nos. 92565, Book 79, Page 797, and 92566, Book 79, Page 798, recorded June 9, 1981, records of Skamania County, Washington ("Bonnette Trust Property").

2.3 The Bonnette Trust was created by a Declaration of Trust dated June 9, 1981 and recorded with the Skamania County Auditor on June 9, 1981 under Auditor's Instrument Nos. 92562 through 92566. The trust was created by Diane J. Bonnette, who passed away July 22, 2002. The surviving designated trustees are Romeo B. Bonnette, Rojene Heuton, and Julie Simenson Jackson, formerly Julie Simenson Francis. Diane J. Bonnette and Romeo B. Bonnette were divorced in Clark County, Washington under Superior Court Cause No. 82-3 01492 1 on November 22, 1982. The declaration of trust recorded June 9, 1981 as Instrument No. 92562, records of Skamania County, Washington, designates that a majority of the Board of Trustees is authorized to act on behalf of the Trust. This agreement has been approved by Rojene Heuton and Julie Simenson Jackson and is a valid agreement binding upon the Bonnette Trust.

2.4 The parties acknowledge that doubt and uncertainty as to the true location of the common boundary between the Jackson Property and the Bonnette Trust Property exists, which causes continuing problems and prevents the parties from fully improving their respective properties because of the apprehension of future disturbance in litigation. All parties are desirous of settling the location and description of their common boundary and enter into this agreement pursuant to RCW Chapter 58.04.

SECTION THREE AGREEMENT

3.1 Description of Common Boundary. In consideration of the matters described in this agreement and of the mutual benefits and obligations the parties agree to adjust the common boundary by having the Bonnette Trust convey to the Jacksons a portion of the Bonnette Trust property described as follows:

That parcel of land located in a portion of the Northeast quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Southwest corner of the East third of the North half of said Northeast quarter and the Northwest quarter of said Section;

Thence North 01°07'58" East, along the West line of said East third for a distance of 212.00 feet;

Thence South 84°53'28" West, for a distance of 134.35 feet;

Thence South 01°34'01" East, for a distance of 17.58 feet to a point to be hereinafter referred to as Point "A";

Thence continuing South 01°34'01" East, for a distance of 179.55 feet to the South line of said North half;

Thence South 88°38'42" East, along said South line for a distance of 124.27 feet to the TRUE POINT OF BEGINNING.

Containing 0.61 acres.

3.2 Covenants to Accept Adjusted Boundary Line. The parties agree to accept the common boundary between their respective properties following the conveyance of the property described in Paragraph 3.1, above, and shall execute such written instruments as may be necessary to effectuate this agreement.

3.3 Recording of Survey. A survey map describing the property in Section 3.1 shall be recorded in accordance with RCW 58.04.007(1) and RCW 58.09.

3.4 Attorney Fees. In the event that any action is filed regarding this agreement, the unsuccessful party in the action will pay to the successful party in addition to all of the sums that either party may be called upon to pay, a reasonable sum for the successful parties attorney fees and all costs incurred in the action.

3.5 Governing Law. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

3.6 Entire Agreement. This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

3.7 Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

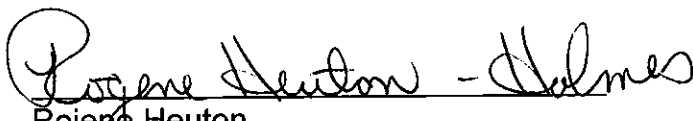
In witness whereof, each party to this agreement has caused it to be executed at on the date and location described below.

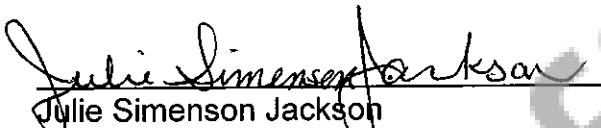
Signed at Clarkston, Washington on March 10th, 2004.


Kelly R. Jackson


Julie Jackson

Trustees of the Bonnette Family Trust


Rojene Heuton


Julie Simenson Jackson

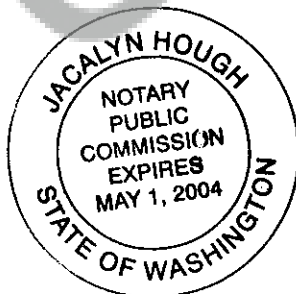
STATE OF WASHINGTON)

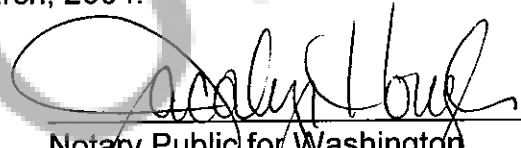
: ss.

County of Asotin)

I certify that I know or have satisfactory evidence that KELLY R. JACKSON and JULIE JACKSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 10th day of March, 2004.




Notary Public for Washington
Residing at Clarkston, Asotin WA
My appointment expires: 5-1-04

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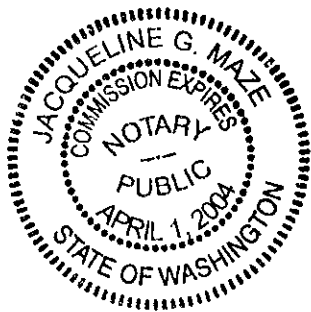
STATE OF WASHINGTON)


: SS.

County of Clark)

I certify that I know or have satisfactory evidence that ROJENE HEUTON and JULIE SIMENSON JACKSON, Trustees of The Bonnette Family Living Trust, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 11 day of March, 2004.




Notary Public for Washington
Residing at Battle Ground
My appointment expires: 4-1-2004

Notary Public for Washington

Residing at Battle Ground

My appointment expires: 4-1-2004

Boundary Line Agreement