

After Recording Return To:

**Washougal School District
4855 Evergreen Way
Washougal, WA 98671**

013507

GRANTOR: WASHOUGAL SCHOOL DISTRICT NO. 112-6, a Washington school district

GRANTEE: ROBERT JASON AND CHERA THOMPSON, married individuals

Legal Description (abbreviated): Ptn of E ¼ of Sect 31, T 2N, R 5E

Reference No: Auditor's File No. 2014001407

Additional Legals on Pages: 7-14, Exhibits A, B and C

Assessor's Property Tax Parcel Nos: 02053140020000 and 02053140030000

REAL PROPERTY DISPUTE SETTLEMENT AGREEMENT

RECITALS

A. Washougal School District No. 112-6 ("Grantor") owns the real property located, in the East quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County Washington, also identified as Tax Lot 300, Record Deed, Book 45, Page 170 and 171, Parcel No. 02053140020000 (the "Grantor's Property"). Jason Robert and Chera Thompson ("Grantee") own real property consisting of 12.84 acres, known as New Lot 6 in the Skye Subdivision, Tax Lot 300, Deed Document 2006-161620, Parcel No. 02053140030000 (the "Grantee's Property"). Grantee's Property borders the boundaries Grantor's Property to the north and west. The complete legal descriptions for Grantor's and Grantee's Properties are in Exhibit A, attached hereto.

B. Grantee is selling Grantee's Property under contract to Chet and Bethany Coleman, married individuals (the "Beneficiary").

C. A fence and a shed are encroaching on the Grantor's property. The Grantor initiated legal action, Skamania County Superior Court Case No. 15-2-00017-1, to quiet title to the portion of Grantor's Property where the shed and fence encroach and to resolve questions regarding the northern and western boundaries of Grantor's Property. Beneficiary filed a response and is asserting legal rights to portions of Grantor's Property.

D. Grantor and Grantee have engaged in conversations regarding the legal boundaries of their adjoining property for many years without reaching resolution. Grantor, Grantee and Beneficiary want to resolve the pending litigation and any unresolved questions regarding the legal boundaries and legal rights to Grantor's and Grantee's Properties.

E. This Real Property Dispute Settlement Agreement (the "Agreement") is being entered into for the purpose of resolving the pending litigation as well as known or unknown claims to interests associated with Grantor's or Grantee's Properties and all claims to costs, fees or damages that any of the parties might be entitled to as a result of their interests in the Properties.

Based on the above recitals, which are incorporated herein by reference, Grantor, Grantee and Beneficiary agree as follows:

AGREEMENT

1. **Release.** In exchange for and upon receipt of the consideration set forth below, Grantor, Grantee, Beneficiary, and their heirs, assigns and successors, hereby release each other from any and all claims, known or unknown, that are related to or arise from Grantor, Grantee and Beneficiaries interests in Grantor's and Grantee's Properties. Grantor, Grantee and Beneficiary agree to take actions that are necessary to establish the new western and northern legal boundaries of Grantor's Property and to accept such boundaries in perpetuity without further action.

2. **Consideration and Required Actions.** Grantor, Grantee and Beneficiary are releasing and waiving any the legal interests, legal rights and claims they may have against each other involving the Grantor and Grantee Properties in exchange for the following:

A. Grantor will pay for and provide a survey completed by MacKay and Sposito that identifies:

- i. Real property whose ownership is being disputed that Grantor will convey to Grantee along the western boundary of Grantor's Property, such property being identified in attached Exhibit B, described as Adjusted Parcel A;
- ii. Real property the Grantee owns along the northern boundary of Grantor's Property that Grantee will convey to Grantor, such property being identified in attached Exhibit C, described as adjusted Parcel B;
- iii. The new legal boundaries of Grantor's and Grantee's Properties in light of the conveyance of Adjusted Parcel's A and B, which is contained in Exhibits B and C.

B. Grantor will work with MacKay and Sposito to prepare, and Grantor will record, all documents, including quit claim deeds, that are necessary to convey the real property

that will produce the Adjusted Parcel A and Adjusted Parcel B, legally described and shown in the attached Exhibits B and C.

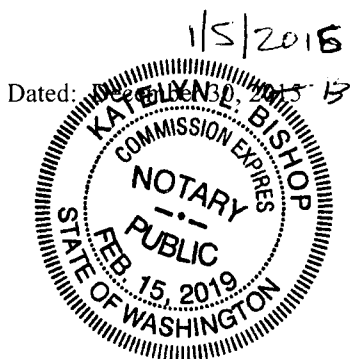
- C. When conditions exist that allow Grantor to perform this work, Grantor will, at Grantor's expense, install a chain link fence along the new western legal boundary of Grantor's property.
- D. Grantor will take action to remove encumbrances it filed affecting Grantee's Property, including the action to quiet title, Skamania County Case No. 15-2-00017-1.
- E. Grantor will pay \$7,500 to Beneficiary.
- F. Beneficiary will execute documents that are required to carry out the terms of this Agreement and will comply with all terms of this Agreement. Beneficiary, its assignees, successors and heirs, will honor the new legal boundaries of Grantor's Property, release any claims, and waive any rights to any future interests in Grantor's Property.
- G. Grantee will execute documents that are required to remove any encumbrances affecting Grantor's Property and to carry out the terms of this Agreement, including but not limited to Quit Claim Deeds. Grantee will comply with all terms of this Agreement, honor the new legal boundaries of Grantor's Property, release any claims and is waive any rights to any future interests in Grantor's Property.

3. **Time and Completion.** On or before December 30, 2015, Grantee and Beneficiary shall sign and deliver three Agreements with Grantee's and Beneficiary's notarized signatures to:

Washougal School District No. 112-6
Attn: Joe Steinbrenner, Director of Facilities
4855 Evergreen Way
Washougal WA 98671

Within three days of receipt, Grantor shall execute the three Agreements, record the Agreement, and mail one of the Agreements to the Grantee and one to the Beneficiary. Grantor will obtain approvals that may be required from the Washougal School District Board of Directors at the January 2016 meeting. Failure of the parties to sign this Agreement within the allotted time, or failure of the Board's approval, may result in the Agreement being null and void.

Grantor will provide Grantee and Beneficiary copies of the recorded Agreement following Board approval.



Superintendent of Washougal School District No. 112-6,
to be the free and voluntary act of such party for the uses
and purposes mentioned in the instrument.

Kathleen Bishop
Notary Public in and for the State of Washington, residing at ____
My appointment expires: Feb 15 2019

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that
Jason Robert Thompson is the person who appeared
before me, and said person acknowledged that he and his
wife are the owners of Grantee's Property and signed
this instrument, on oath and acknowledged his signature
was a free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: December 30, 2015

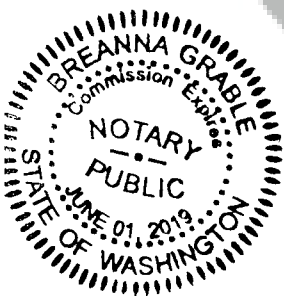


Breanna Grable
Notary Public in and for the State of Washington, residing at ____
My appointment expires: June 01 2019

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that
Chera Thompson is the person who appeared before me,
and said person acknowledged that she and her husband
are the owners of Grantee's Property and signed this
instrument, on oath and acknowledged her signature was
a free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: December 30, 2015



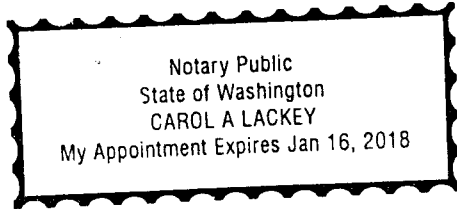
Breanna Grable
Notary Public in and for the State of Washington, residing at ____
My appointment expires: June 01, 2019

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that
Chet Coleman is the person who appeared before me,
and said person acknowledged that he and his wife are
purchasing Grantee's Property and signed this
instrument, on oath and acknowledged his signature was
a free and voluntary act for the uses and purposes

mentioned in the instrument.

Dated: December 30, 2015

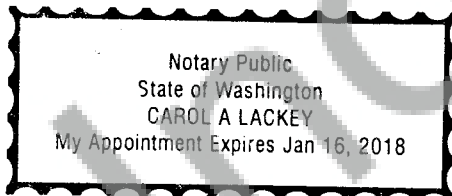


Carol A Lackey
Notary Public in and for the State of Washington, residing at Washington
My appointment expires: 1-16-18

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Bethany Coleman is the person who appeared before me, and said person acknowledged that she and her husband are purchasing Grantee's Property and signed this instrument, on oath and acknowledged her signature was a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: December 30, 2015



Carol A Lackey
Notary Public in and for the State of Washington, residing at Washington
My appointment expires: 1-16-18



16391LD1
12/29/2015
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VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT "A"

EXISTING PARCEL "A" (NEW LOT 6 OF SKYE SUBDIVISION)
AND EXISTING PARCEL "B" (CAPE HORN-SKYE SCHOOL DISTRICT, LOT 300)

PARCEL "A"

REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION RECORDED IN BOUNDARY LINE ADJUSTMENT DOCUMENT 2006161620, RECORDS OF SAID COUNTY.

CONTAINING 12.84 ACRES, MORE OR LESS

PARCEL "B"

REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

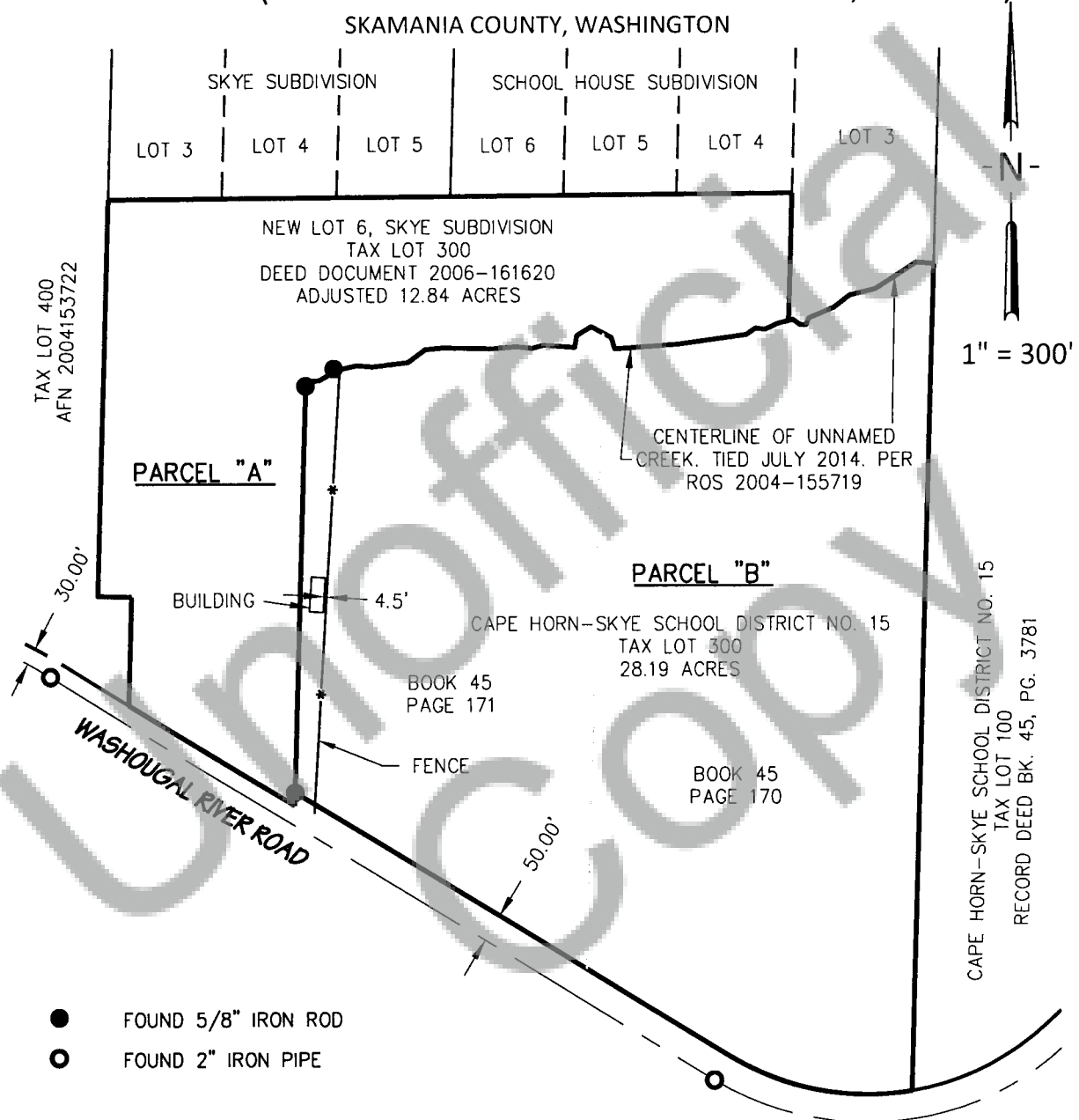
THOSE TRACTS OF LAND DESCRIBED IN STATUTORY WARRANTY DEEDS RECORDED IN BOOK 45 ON PAGE 170 AND IN BOOK 45 ON PAGE 171, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED 2005-156171, RECORDS OF SAID COUNTY.

CONTAINING 28.19 ACRES, MORE OF LESS



EXHIBIT "A"
SKETCH TO ACCOMPANY EXISTING PARCEL "A"
(NEW LOT 6 OF SKYE SUBDIVISION) AND
PARCEL "B" (CAPE HORN-SKYE SCHOOL DISTRICT, LOT 300)
SKAMANIA COUNTY, WASHINGTON



MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackaysposito.com

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EXHIBIT "B"
ADJUSTED PARCEL "A"

ADJUSTED PARCEL "A"

REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION, RECORDED IN DEED DOCUMENT 2006-161620, RECORDS OF SAID COUNTY.

TOGETHER WITH:

A PORTION OF THAT TRACT OF LAND DESCRIBED IN BOOK 45 ON PAGE 171, LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION AS RECORD IN BOUNDARY LINE ADJUSTMENT DOCUMENT NUMBER 2006161620, THENCE NORTH 89°29'52" EAST ALONG THE NORTH LINE OF SAID NEW LOT 6 A DISTANCE OF 1205.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE MOST NORTHERLY EAST LINE OF SAID NEW LOT 6 SOUTH 01°39'55" WEST A DISTANCE OF 205.61 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" WEST A DISTANCE OF 642.72 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 104.12 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 150.62 FEET; THENCE SOUTH 03°27'41 WEST A DISTANCE OF 763.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WASHOUGAL RIVER ROAD, BEING 50 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM:

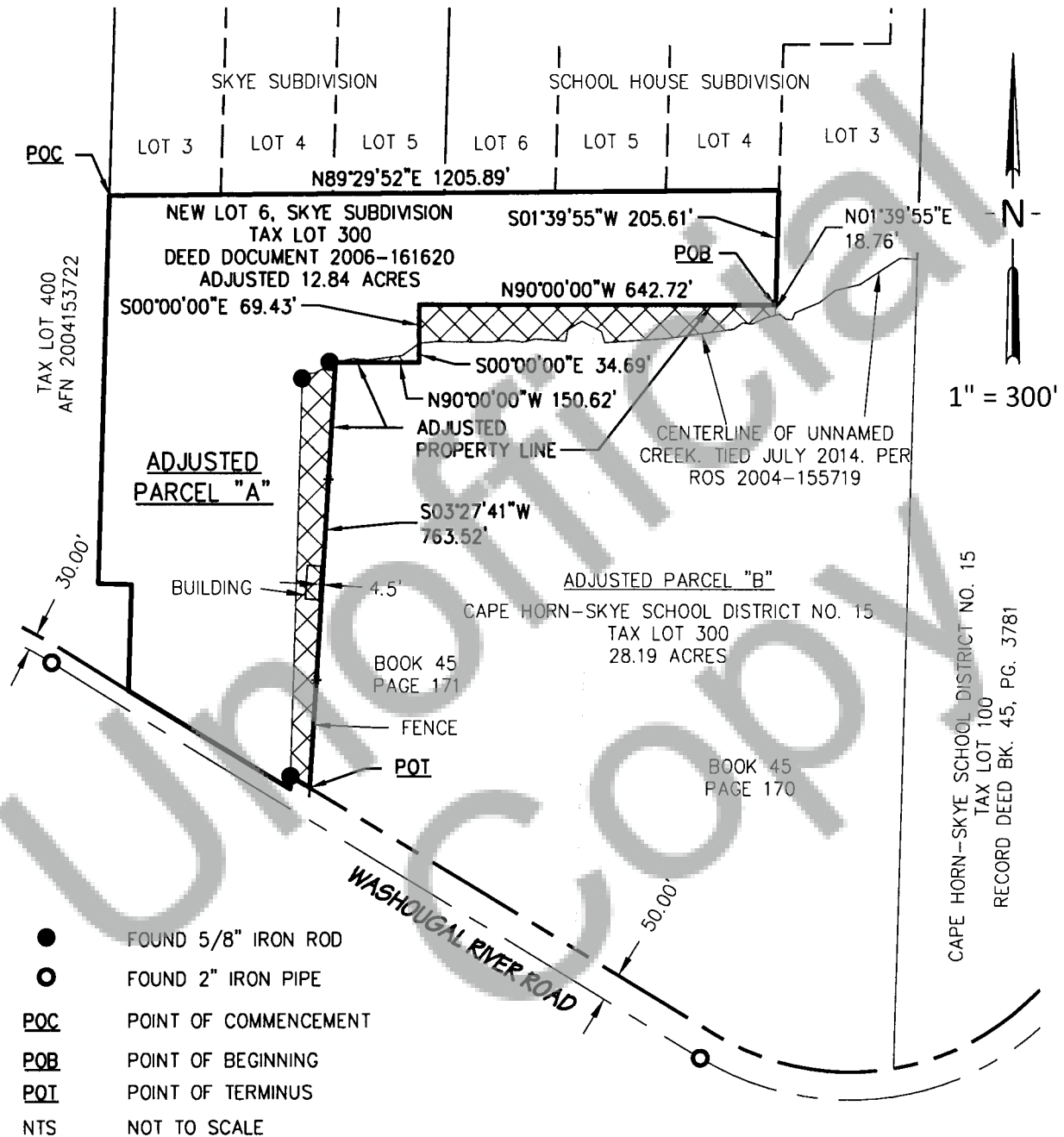
THAT PORTION OF SAID NEW LOT 6 LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION AS RECORD IN BOUNDARY LINE ADJUSTMENT DOCUMENT NUMBER 2006161620, THENCE NORTH 89°29'52" EAST ALONG THE NORTH LINE OF SAID NEW LOT 6 A DISTANCE OF 1205.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE MOST NORTHERLY EAST LINE OF SAID NEW LOT 6 SOUTH 01°39'55" WEST A DISTANCE OF 205.61 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" WEST A DISTANCE OF 642.72 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 104.12 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 150.62 FEET; THENCE SOUTH 03°27'41" WEST A DISTANCE OF 763.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WASHOUGAL RIVER ROAD, BEING 50 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, AND THE **POINT OF TERMINUS**.

CONTAINING 12.84 ACRES, MORE OR LESS



EXHIBIT "B" SKETCH TO ACCOMPANY ADJUSTED PARCEL "A" SKAMANIA COUNTY, WASHINGTON



MackKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT
 www.mackkaysposito.com

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EXHIBIT "C"
ADJUSTED PARCEL "B"

ADJUSTED PARCEL "B"

REAL PROPERTY SITUATED IN SKAMANIA COUNTY, WASHINGTON, LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THOSE TRACTS OF LAND DESCRIBED IN THE WARRANTY DEEDS RECORDED IN BOOK 45 ON PAGE 170 AND IN BOOK 45 ON PAGE 171, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT TRACT OF LAND DESCRIBED IN STATUTORY WARRANTY DEED 2005-156171, RECORDS OF SAID COUNTY.

TOGETHER WITH:

THAT TRACT OF LAND LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION AS RECORD IN BOUNDARY LINE ADJUSTMENT DOCUMENT NUMBER 2006161620, THENCE NORTH 89°29'52" EAST ALONG THE NORTH LINE OF SAID NEW LOT 6 A DISTANCE OF 1205.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE MOST NORTHERLY EAST LINE OF SAID NEW LOT 6 SOUTH 01°39'55" WEST A DISTANCE OF 205.61 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" WEST A DISTANCE OF 642.72 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 104.12 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 150.62 FEET; THENCE SOUTH 03°27'41 WEST A DISTANCE OF 763.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WASHOUGAL RIVER ROAD, BEING 50 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, AND THE **POINT OF TERMINUS**.

EXCEPTING THEREFROM:

THAT TRACT OF LAND LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AS NEW LOT 6 OF SKYE SUBDIVISION AS RECORD IN BOUNDARY LINE ADJUSTMENT DOCUMENT NUMBER 2006161620, THENCE NORTH 89°29'52" EAST ALONG THE NORTH LINE OF SAID NEW LOT 6 A DISTANCE OF 1205.89 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE MOST NORTHERLY EAST LINE OF SAID NEW LOT 6 SOUTH 01°39'55" WEST A DISTANCE OF 205.61 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" WEST A DISTANCE OF 642.72 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 104.12 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 150.62 FEET; THENCE SOUTH 03°27'41 WEST A DISTANCE OF 763.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WASHOUGAL RIVER ROAD, BEING 50 FEET FROM THE CENTERLINE THEREOF, WHEN MEASURED PERPENDICULAR THERETO, AND THE **POINT OF TERMINUS**.

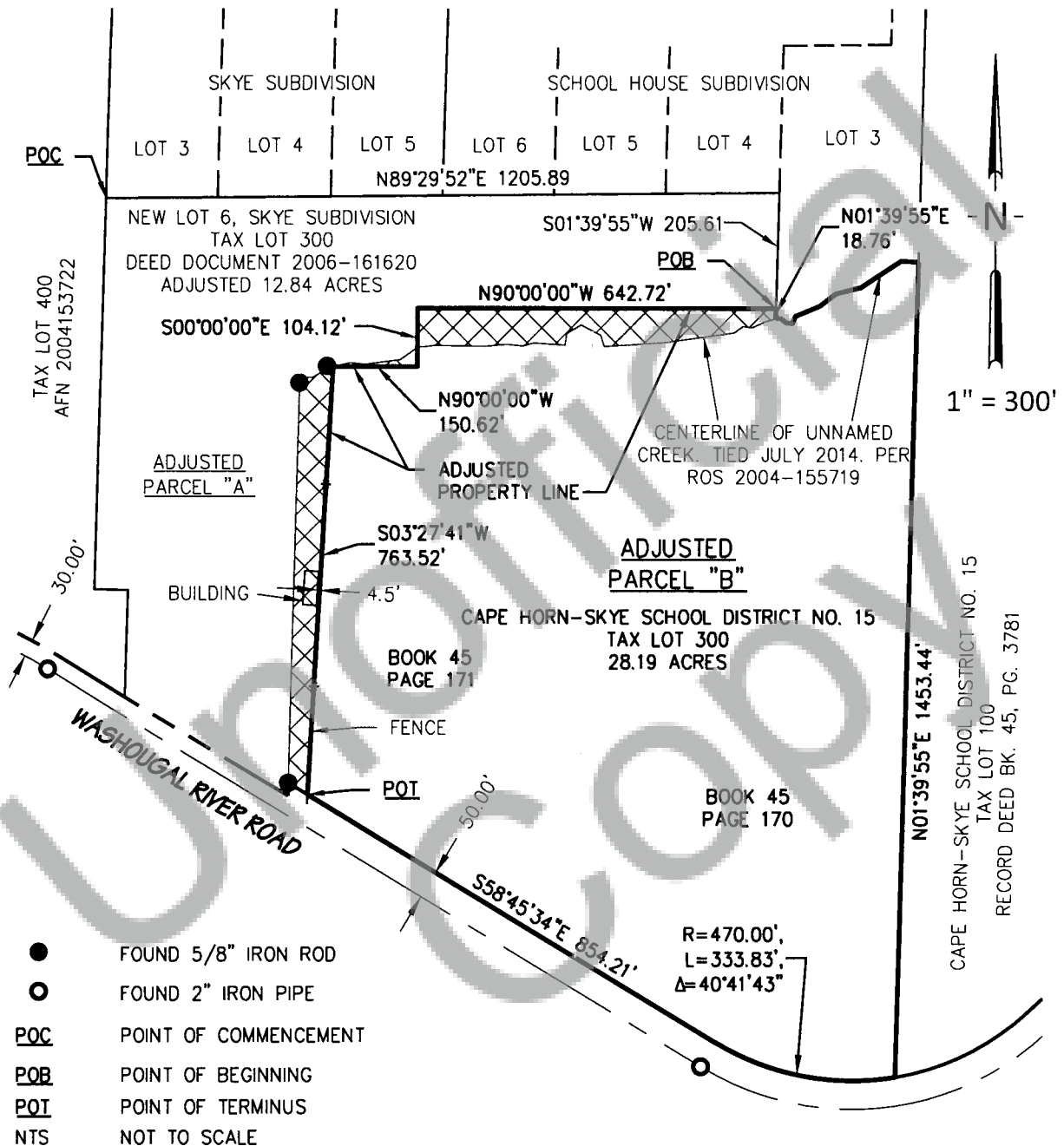
CONTAINING 28.19 ACRES, MORE OR LESS



EXHIBIT "C"

SKETCH TO ACCOMPANY ADJUSTED PARCEL "B"

SKAMANIA COUNTY, WASHINGTON



Mackay Sposito

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