

**WHEN RECORDED RETURN TO:**

Curtis & Sherry Esch  
P.O. Box 761  
Stevenson WA 98648

**DOCUMENT TITLE(S)** Quiet Title Judgment in regard to Superior Court Judgment, Curtis C. Esch & Sherry L. Esch vs SDS Timber Co, Case # 17-2-00176-30

**REFERENCE NUMBER(S)** of Documents assigned or released:

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

**GRANTOR(S):**

SDS Timber Co.

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

**GRANTEE(S):**

Curtis & Sherry Esch

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

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

☒ Complete legal on page 19, 20 & 21 of document.

**TAX PARCEL NUMBER(S):**

Plaintiffs: Curtis C. & Sherry L. Esch = 03072540010700 and 03072540010706  
Defendant: SDS Timber Co. = 030752500090000

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

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

SKAMANIA COUNTY  
FILED

MAY 16 2019

GRACE D. CROSS  
SUPERIOR COURT CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

CURTIS C. ESCH and SHERRY L. ESCH,  
husband and wife,

Plaintiffs,

v.

SDS TIMBER CO.,

Defendant.

Case No. 17-2-00176-30

**JUDGMENT**

**I. JUDGMENT SUMMARY**

The following is recited to be in compliance with RCW 4.64.030:

1. Judgment Creditor: Curtis and Sherry Esch

2. Judgment Debtor: SDS Timber Co.

3. Attorneys' Fees: \$ 50,000

4. Costs: \$ 3,500

7. Interest to accrue at 12% per annum.

8. Attorney for Judgment Creditor: BRADLEY W. ANDERSEN  
Landerholm, P.S.

JUDGMENT - 1.  
ESCC01-000003- 4213234\_1

 **LANDERHOLM**  
805 Broadway Street, Suite 1000  
PO Box 1086  
Vancouver, WA 98666  
T: 360-696-3312 • F: 360-696-2122



1           6.     The Parties are further ordered to cooperate with each other to effectuate  
2 this judgment, including taking whatever steps are necessary to record the necessary  
3 real estate documents or real estate tax affidavits.

4  
5           ENTERED this 16 day of May, 2019.

6  
7  
8                                 *IRK*  
                               \_\_\_\_\_  
                               JUDGE

9     Presented by:

10    LANDERHOLM, P.S.

11                                 \_\_\_\_\_  
12    BRADLEY W. ANDERSEN, WSBA #20640  
13    Of Attorneys for Plaintiffs

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JUDGMENT - 3  
ESCC01-000003- 4213234\_1

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APR - 3 2019  
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

CURTIS C. ESCH and SHERRY L. ESCH,  
husband and wife,

Plaintiffs,

v.

SDS CO. LLC, a Washington Limited  
Liability Company,

Defendant.

Case No. 17-2-00176-30

**COURT'S RULING**

Following the bench trial on February 25<sup>th</sup> and 26<sup>th</sup>, 2019 in the above-referenced case to determine the location of the legal boundary line between the parties, the court having considered the testimony of the witnesses, the exhibits admitted at trial and the stipulations of the parties, rules as follows and makes the following Findings of Facts and Conclusions of Law and Order:

**I. FINDINGS OF FACTS**

The Court, having held a trial on February 25<sup>th</sup> and 26<sup>th</sup>, 2019, hereby makes the following Findings of Fact:

1. The Plaintiffs, Curtis and Sherry Esch (hereinafter "Esches"), own Tax Lots 03072540010700 and 03072540010706 (hereinafter "Esch property") in Skamania

COURT'S RULING - P. 1

1 County, WA, which they purchased in 1980 from a Daryl Yeager without benefit of a  
2 survey.

3 2. The Defendant, SDS Co. LLC (hereinafter "SDS") owns an adjoining  
4 parcel of property to the east of the Esch property, which they purchased in 1969  
5 without the benefit of a survey.

6 3. In 2016 SDS hired Austin Bell to complete a survey of the SDS property  
7 in preparation of logging the timber on their property.

8 4. The disputed property lies between the Bell survey line that established  
9 the western border of the SDS property and a fence line that lies east of and runs  
10 parallel to the Bell Survey line that established the western border of the SDS property.  
11 The Esches claim that the fence line should be the eastern border of their property not  
12 line created by the Bell western border survey line.

13 5. In 1961, Daryl Yeager purchased a tract of land that included the Esch  
14 property.

15 6. At the time of purchasing the tract of land that contained the Esch  
16 property, the portion that is the Esch property was surrounded by a barbed wire fence.  
17 The fence spanned the entire east boundary of the Esch property. Mr. Yeager believed  
18 that the fence marked the boundaries of the Esch property. No one is aware of exactly  
19 when the fence was built, but the fence appears to be built and run fairly close or  
20 consistent with the property lines, which is consistent with it being a line fence.

21 7. After purchasing the property, Mr. Yeager intended to pasture cows on  
22 the Esch property. Mr. Yeagers made repairs to the fence and maintained the fence  
23 from sometime in the 1960s to 1978 while pasturing cows on the property. This  
24 included adding a number of additional unique curly fence posts to hold up the fence in  
25 order for it to be sufficient to pasture cattle.  
26

COURT'S RULING - P. 2

1           8. Mr. Yeager also built a barn near the fence line that ran on the eastern  
2 boundary of the property. A portion of the barn actually lies on and to the east of the  
3 Bell survey line establishing the western boundary of the SDS property, which is within  
4 the disputed property. Additionally, the barn was built close enough to the fence line  
5 that a gate was built and used between the barn and the fence line to the East.

6           9. In 1977, Mr. Yeager divided his property, including the Esch property.  
7 Surveys were completed as part of this process. The surveys did not lead Mr. Yeager to  
8 question any of the property lines that he believed were marked by the fence line.

9           10. Around 1978, Mr. Yeager hired Otto Ohngren to sell his properties,  
10 including the Esch property. Mr. Yeager advised Mr. Ohngren that the fence line was  
11 the property line for the Esch property.

12           11. From approximately 1961 to 1978, Mr. Yeager maintained cattle on his  
13 property. Mr. Yeager would maintain the fence and repair the fence in order to keep the  
14 cattle on his property.

15           12. In 1980, the Esches viewed the property with Otto Ohngren. Mr.  
16 Ohngren advised the Esches that the fence around the property was the property line.

17           13. While the fence was somewhat rundown, the fence appeared to  
18 encompass the property and did not have any gaps in the fencing.

19           14. In 1980, the Esches assumed the real estate contract for the property.  
20 Mr. Yeager carried the contract.

21           15. At the time of assuming the contract, the only improvement on the  
22 property was the barn that was built in close proximity to the fence on the east side of  
23 the property. The barn was near the southeast portion of the Esch property. The only  
24 road accessing the property was a dirt road that ended south of the barn. A cow path  
25 extended from the end of the road, past the barn and towards the northern end of the  
26 property.

COURT'S RULING - P. 3

1           16. After assuming the contract, the Esches determined they need to drill a  
2 well and install utilities on the property. The Esches had a neighbor bring down his  
3 excavator and to clear a path to allow the well-driller to access the area of the property  
4 where they intended to dig a well which was north of the barn. The pathway ran from  
5 the an area east of the barn towards the north along the fence line on the eastern edge of  
6 the property. This pathway was referred to as the "CAT trail," and was in close  
7 proximity to the eastern fence line. In addition to the "CAT trail," the Esches rented a  
8 backhoe and dug a ditch line on the east side of the "CAT trail," which was essentially  
9 right next to the eastern fence line.

10           17. The well was dug about 60 feet west of the fence line on the eastern  
11 border. The well is just southeast of the house and wood shed.

12           18. In addition to the well, utilities (phone/power) were installed in close  
13 proximity to the fence line. The utilities are within the road and the "CAT trail."

14           19. The Esches also built a driveway that extended from the dirt path south  
15 of the barn towards the north and west to the homesite built by the Esches. A culvert  
16 was installed under the roadway near the switchback. The culvert is clearly visible  
17 from the east side of the fence. The area of the original dirt path and to where the road  
18 was continued on from and runs back to the north and west is an area known as the  
19 "switchback."

20           20. From 1980 – 1983, the Esches lived in a mobile home on the property.  
21 During that period of time, the Esches built a permanent home and a woodshed on the  
22 property. The wood shed was built a short distance from the house to the south and  
23 east. The wood shed was partially built within the disputed area between the Bell  
24 survey line and the fence line on or near the eastern boundary. When building the wood  
25 shed, the Esches recall at least 2 trees being cut down in disputed area to clear area  
26 where wood shed was built. Additionally, the Esches residence uses wood heat. The

COURT'S RULING – P. 4



1 Esches have cut down and used fallen trees within the disputed area as firewood for the  
2 residence.

3 21. The Esches have continued to use and maintain the area along the "CAT  
4 trail." They use the "CAT trail" several times per year including using their 3-wheeler,  
5 old pick-up and an old CAT on the trail. They use a brush hog to clear the trail as  
6 necessary..

7 22. Sherry Esch primarily does the mowing. Sherry Esch uses the mower to  
8 clear area around the well to the "CAT trail," up the "CAT trail", to the shop. Much of  
9 this area is within the disputed area.

10 23. When the Esches moved onto the property they had a couple of dogs.  
11 The Esches built a kennel on the property using mesh fencing. The Esches used the  
12 eastern fence line as the eastern border for the kennel. The Esches had the dogs for  
13 approximately 4 years while living on the property and used the kennel regularly during  
14 that time.

15 24. Over the years, the Esches have done at least some minimal amount of  
16 work to maintain the integrity of the fence, including removing downed trees that fell  
17 on the fence, using aluminum wire to hold fence to fence posts and fixing damaged  
18 fence posts. To fix the fence posts, they would be taken to the shop, warmed up with  
19 heat, and then straightened.

20 25. The Esches did not maintain the fence to the degree necessary to  
21 maintain cattle on the property, but did minimal amount of work on fence to maintain it  
22 as a boundary line.

23 26. Around 1982, the Esches contacted SDS about a concern they had of  
24 trees from the SDS side of the property falling down potentially on their barn near the  
25 eastern fence line. Bob Chamberlin of SDS came to the property and assessed the  
26 situation. Esches walked the area around the barn and the fence with Bob Chamberlin

COURT'S RULING - P. 5

1 and expressed to Bob Chamberlin their concerns that trees from the east side of the  
2 fence (in the Esches mind the SDS property) would fall down across the fence and onto  
3 their barn. The fence was clearly visible during this visit. Bob Chamberlin did not  
4 express any concerns regarding the location of the property line at that time. Bob  
5 Chamberlin advised the Esches that he "didn't think it [trees falling down from east of  
6 the fence on to the barn] would be a problem."

7 27. While the Esches have not had a lot of trouble with trespassers on their  
8 property, they have taken steps over the years to try exclude any trespassers from their  
9 property, including from the disputed area.

10 28. Over the years the Esches have posted "no trespassing" signs in the area  
11 of the disputed property.

12 29. Around 1994, the Esches were having a problem with Troy Yeager,  
13 Darrel Yeager's son), who was parking vehicles on the southeast corner of the property  
14 near the switchback and within the disputed property. The Esches contacted law  
15 enforcement and had the vehicles removed from the property.

16 30. Around 1997, the Esches sued their neighbor to the west of them to  
17 enforce their boundary up to the fence on the west side of their property.

18 31. Frank Bacus was forester for SDS from about 1972 until 2012. Part of  
19 Frank Bacus' duties for SDS was to visit the various SDS parcels of land to primarily  
20 determine the health of the trees. On average, Frank Bacus would visit a parcel every 5  
21 years. Intensity of visits depended upon health of trees. During time near harvest or  
22 when observed damage to trees visits would be more frequent.

23 32. Frank Bacus does not recall exactly how many times visited the property  
24 during the 40 years he served as SDS Forester. On average he would go every 5 years,  
25 but he also would check this parcel out from a location on Loop Road which was on the  
26 east side of the SDS parcel up on a hill and not actually go onto the property during

COURT'S RULING - P. 6

1 these occasions. The visits would generally last 30-40 minutes. Frank Bacus likely did  
2 not visit the property more than 4-8 times in 40 years.

3 32. Frank Bacus recalls visiting the property in the early 1970s. At the time  
4 of his visit to the property, Frank Bacus did not know where the property line was  
5 located.

6 33. When Frank Bacus visited the property, he recalls parking in an area  
7 near the switchback, crossing over the fence line that ran along the western edge of SDS  
8 property, continue walking east for a distance, then north for a distance and then walk to  
9 the west until he hit the fence line again. Frank Bacus then would follow the fence line  
10 south until he hit the area where his vehicle was parked. Frank Bacus testified that he  
11 always walked on the west side of the fence and not on the east side of the fence in the  
12 disputed area.

13 34. Frank Bacus recalls that the fence line on his first trip to the property was  
14 in good enough condition to maintain cattle. Frank Bacus recalls over the years the  
15 fence becoming more and more dilapidated, but does not recall any gaps in the fence.  
16 Frank Bacus does not even recall seeing the barn on his first trip to the property, which  
17 is consistent with an individual being more concerned with health of his trees than  
18 documenting the activities and conditions of property on the east side of the fence.

19 35. During the 4-8 times that Frank Bacus visited the property, he does not  
20 recall seeing (1) a trail maintained along the fence line, (2) any "no trespassing" signs,  
21 (3) house or wood shed on the property, nor (4) any development in disputed area.  
22 Again which is consistent with an individual being more concerned with his job of  
23 checking on health of trees than documenting the activities and conditions of the  
24 property on the east side of the fence.

25 36. Around 2010, Frank Bacus determined it was time to harvest the trees on  
26 the SDS parcel due to the health of the trees.

COURT'S RULING - P. 7

1           37. Around 2012, Frank Bacus in an effort to discuss crossing the Esches  
2 property to gain access to the SDS parcel to the east sent the Esches a letter. At this  
3 time, Frank Bacus did not know where the property line was located and did not know  
4 whether the fence line and boundary line differed.

5           38. In 2016, SDS completed a survey by Austin Bell on the property and  
6 determined that the actual boundary line between the Esch property and SDS property  
7 was west of the fence line by a few feet and encompasses portions of Esches barn,  
8 Esches wood shed, Esches driveway to residence and areas of the "CAT trail." SDS  
9 has submitted a sufficient legal description of the actual property line, which is  
10 incorporated here.

11           39. SDS requested an easement from the Esches to gain access to their parcel  
12 to the west of the Esches. Esches refused to grant SDS an easement.

13           40. In 2017, the Esches sued to quiet title to the property east of the Bell  
14 survey line to the fence line. SDS initial answer to Esches' lawsuit was to deny every  
15 aspect of the Esches adverse possession claim even in those areas where a barn, road  
16 and woodshed had clearly been on the property for a period longer than 10 years.

17           41. SDS eventually obtained an easement across a neighbor's property to  
18 access the SDS parcel. After obtaining the easement, SDS filed a new answer and  
19 counterclaim which did not dispute the Esches adverse possession claim, but that  
20 requested that the court create a line 25 feet east of the Bell survey line and quiet title to  
21 that line. In many respect the imaginary line requested to be created by SDS runs  
22 nearly on top of the actual fence line and in locations actually is east of the fence line  
23 (granting more property in that spot than what Esches have requested).

24           42. In addition to Frank Bacus, SDS called Jeremy Grose, Nathan Putnam,  
25 Austin Bell and Jason Spadero. Jeremy Grose is an SDS forester since 2011. Grose  
26 first visited the property in 2013. Grose also photographed the property including

COURT'S RULING - P. 8

1 disputed land in 2016. Nathan Putnam is the Chief Forester for SDS since 2015.  
 2 Putnam first visited the property in 2016. Putnam took photos of disputed land and  
 3 fence line area in August of 2018. Austin Bell completed the survey of the SDS  
 4 property in 2016. Jason Spadero is the SDS President since 1998. None of these  
 5 witnesses visited the property until at least 2013. None of them took any photos of the  
 6 disputed property until 2016. All of them testified that the area at the time of their  
 7 observations showed a fence line in disrepair, lying on the ground in areas and the area  
 8 around the fence as fairly overgrown.

9 43. The Esches have presented a sufficient legal description of the actual  
 10 fence line which is incorporated here.

## 11 II. CONCLUSIONS OF LAW

12 Based on those findings of fact, the Court hereby makes the following  
 13 Conclusions of Law:

- 14 1. This court has jurisdiction to decide this controversy.
- 15 2. "The doctrine of adverse possession was formulated at law for the  
 16 purpose of, among others, assuring maximum utilization of land, encouraging the  
 17 rejection of stale claims and, most importantly, quieting titles." 7 R. Powell, Real  
 18 Property ¶ 1012[3] (1982); C. Callahan, Adverse Possession 91-94 (1961).
- 19 3. Ownership of real property obtained through adverse possession requires  
 20 the claimant to prove that his or her possession was (1) exclusive, (2) actual and  
 21 uninterrupted, (3) open and notorious and (4) hostile and under a claim of right made in  
 22 good faith, and (5) for a period of 10 years. *Chaplin v. Sanders*, 100 Wash.2d 853,  
 23 857, 676 P.2d 431 (1984) and RCW 4.16.020.
- 24 4. "[A]dverse possession is a mixed question of law and fact. Whether the  
 25 essential facts exist is for the trier of fact; but whether the facts, as found, constitute  
 26

COURT'S RULING - P. 9

1 adverse possession is for the court to determine as a matter of law." *Chaplin v. Sanders*,  
2 100 Wash.2d at 863 (citing *Peeples v. Port of Bellingham*, 93 Wn.2d 766, 771, 613  
3 P.2d 1128 (1980)).

4 5. While the claimant must prove all elements of an adverse possession  
5 claim, the "ultimate test" is whether the party claiming adverse possession exercised  
6 dominion over the land "in a manner consistent with actions a true owner would take."  
7 *ITT Rayonier*, 112 Wash.2d 754, 759, 774 P.2d 6 (1989).

8 6. In order to establish "exclusive" use, the claimant must show that their  
9 use or exercise of "dominion over the land [was] in a manner consistent with actions a  
10 true owner would take." *ITT Rayonier, Inc. v. Bell*, 112 Wash.2d 754, 759, 774 P.2d 6  
11 (1989). A claimant's possession need not be absolutely exclusive in order to satisfy the  
12 exclusivity condition of adverse possession. *Crites v. Koch*, 49 Wash.App. 171, 174,  
13 741 P.2d 1005 (1987). An "occasional, transitory use by the true owner usually will not  
14 prevent adverse possession if the uses the adverse possessor permits are such as a true  
15 owner would permit a third person to do as a 'neighborly accommodation.' " 17  
16 William B. Stoebeck, *Washington Practice Real Estate: Property Law* § 8.19 at 516  
17 (1995). In looking at the type of usage that is necessary for claimant to exercise over  
18 the land, the rule that the "necessary occupancy and use of property, for the purposes of  
19 establishing adverse possession, need only be of the character that a true owner would  
20 assert, considering the nature and location of the land." *Frolund v. Frankland*, 71  
21 Wash.2d 812, 431 P.2d 188 (1967), overruled on other grounds by *Chaplin*, 100  
22 Wash.2d at 861 n. 2, 676 P.2d 431.

23 7. "Actual and uninterrupted" element of adverse possession requires a  
24 claimant to show that they exercised physical control over the disputed property for  
25 over a 10 year period of time without any significant breaks in time. Additionally, the  
26 physical control over the property need not require the claimant be physically present

COURT'S RULING - P. 10

1 every minute of every day on the property, but claimants must show that they exercised  
2 sufficient dominion and control over the property to show possession of the type  
3 consistent with nature of land in dispute.

4 8. In order for a claimant to prove the "open and notorious" element, they  
5 must show that (1) the true owner has actual notice of the adverse use throughout the  
6 statutory period, or (2) the claimant uses the land so that any reasonable person would  
7 assume that the claimant is the owner. *Chaplin v. Sanders*, 100 Wash.2d at 863. In  
8 other words, the claimant must show that the true owner knew, or should have known,  
9 that the occupancy constituted an ownership claim. *Kesinger v. Logan*, 51 Wash.App.  
10 914, 921, 756 P.2d 752 (1988), *aff'd* 113 Wash.2d 320, 779 P.2d 263 (1989).

11 9. "Hostility" element requires that the claimant prove that he treated the  
12 land as his own as against the world throughout the statutory period. The nature of his  
13 possession will be determined solely on the basis of the manner in which he treats the  
14 property. *Chaplin v. Sanders*, 100 Wash.2d at 860-61. Hostility " 'does not import  
15 enmity or ill-will.' " *Chaplin*, at 857, 676 P.2d 431 (quoting *King v. Bassindale*, 127  
16 Wash. 189, 192, 220 P. 777 (1923)).

17 10. RCW 4.16.020 requires claimant to show that they (1) exclusively, (2)  
18 actually and uninterrupted, (3) openly and notoriously and with (4) hostility and under a  
19 claim of right possessed the land for a 10 year period. Where there is privity between  
20 successive occupants holding continuously and adversely to the true title holder, the  
21 successive periods of occupation may be tacked to each other to compute the required  
22 10-year period of adverse holding." *Roy v. Cunningham*, 46 Wash.App. 409, 413, 731  
23 P.2d 526 (1986).

24 11. An important factor in some adverse possession cases is the presence of  
25 a fence. In *Woods v. Nelson*, 57 Wn.2d 539, 540, 358 P.2d 312 (1961), the Court stated  
26 that because "a fence is the usual means relied upon to exclude strangers and establish

COURT'S RULING - P. 11



1 the dominion and control characteristics of ownership." The court in *Woods v. Nelson*  
2 went on to say that "[w]here a fence purports to be a line fence, rather than a random  
3 one, and when it is effective in excluding an abutting owner from the unused part of a  
4 tract otherwise generally in use, it constitutes prima facie evidence of hostile possession  
5 up to the fence. We know of no requirement that a particular degree or kind of use be  
6 established as to every part of a fenced tract of land as a prerequisite to finding  
7 possession thereof." *Woods v. Nelson*, 57 Wn.2d at 540.

8 12. From approximately 1961 to 1978, Daryl Yeager, Esches predecessor in  
9 interest, openly used the disputed area for maintaining cattle on the property.  
10 Additionally, Mr. Yeager maintained and repaired the fence to maintain his cattle on the  
11 property. From approximately 1980 to 1984, the Esches used a portion of the disputed  
12 area to kennel their dogs, including using the fence as the western boundary of the  
13 kennel. Over the years the Esches have continued to provide minimal maintenance to  
14 the fence to maintain it as a line fence.

15 13. SDS was aware of the fence since at least early 1970s when Frank Bacus  
16 went to the property and stepped across the fence, which was very near to the actual  
17 property line, to access and view the trees on the SDS parcel. SDS did not attempt to  
18 determine whether any discrepancy between the fence line and actual property line  
19 existed until the 2016 Bell survey.

20 14. Mr. Yeager's use of the property up to the fence line from early 1960s to  
21 1978 (a period over 10 years) was sufficient to show that he (1) exclusively, (2) actually  
22 and uninterrupted, (3) openly and notoriously and with (4) hostility and under a claim of  
23 right possessed the land for a 10 year period.

24 15. Additionally, the Esches continued to use the property up to the fence  
25 line after that period of time. While it is unnecessary to elaborate on since the court  
26 finds that the elements of adverse possession were established during Mr. Yeager's

COURT'S RULING - P. 12



1 ownership of the land, the court finds it instructive that the Esches continued to use the  
2 disputed property as their own once they assumed ownership in 1980. The Esches use  
3 included building a roadway in close proximity to the fence, built a ditch line next to  
4 and parallel with the fence line, used area up to fence to kennel dogs, removed trees  
5 from disputed land, built a wood shed in disputed land in close proximity to the fence,  
6 installed utilities next to fence, mowed the area along the "CAT trail," which runs along  
7 and parallel to the fence, removed trees that had fallen on fence, propped up areas of the  
8 fence to maintain it as a line fence, and removed trespassers, i.e., Troy Yeagers from the  
9 disputed area next to fence, amongst other activities in the disputed land and up to the  
10 fence line.

11 16. The Esches and their predecessors have established that they have  
12 satisfied the requirements of adverse possession up to the fence line.

13 17. RCW 7.28.083(3) provides that the prevailing party in an action  
14 asserting title to real property by adverse possession may request the court to award  
15 costs and reasonable attorneys' fees. Based upon, amongst other factors, the nature of  
16 the litigation and the changing positions of SDS related to the Esches adverse  
17 possession claim and the fact that the fence line is nearly the same location as the line  
18 25 east of the Bell survey line that SDS is propping for this court to adopt, the court  
19 finds that an award of fees and costs to the Esches is equitable and just.

20 18. Any finding of fact that should be a conclusion of law shall be deemed a  
21 conclusion of law. Any conclusion of law that should be considered a finding of fact  
22 shall be considered a finding of fact.


### 23 III. FINAL ORDER

24 Based on these Findings of Facts and Conclusions of Law, the Court hereby  
25 declares that the Esches have proven and are entitled to quiet title to the fence line as  
26 described in Plaintiff's Trial Exhibit No. 5. The court further finds that the Esches are

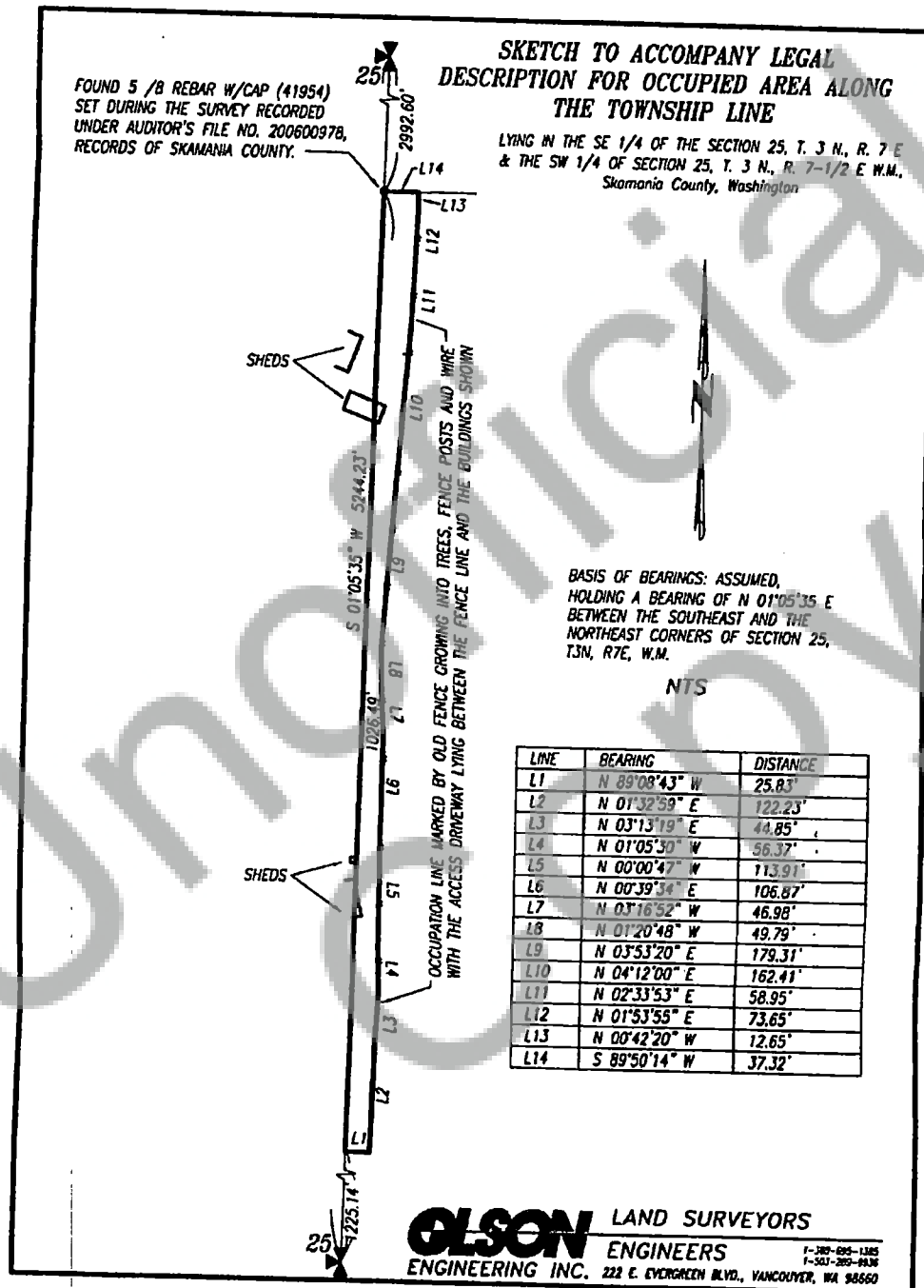
COURT'S RULING - P. 13

1 the prevailing party. Attorney fees and costs award to the Esches is equitable and just  
2 under RCW 7.28.083.

3  
4 DATED this 3 day of April, 2019.

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8 SUPERIOR COURT JUDGE  
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COURT'S RULING - P. 14





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Vancouver, WA  
98660

LEGAL DESCRIPTION FOR THE CURTIS & SHERRY ESCH  
Occupied Area to East of House and Driveway

June 14, 2017

A parcel of property located in the Southeast quarter of Section 25, Township 3 North, Range 7 East, and the Southwest quarter of Section 25, Township 3 North, Range 7-1/2 East, of the Willamette Meridian, in Skamania County Washington described as follows.

COMMENCING at the Southeast corner of said Section 25, Township 3 North, Range 7 East;

THENCE North  $01^{\circ} 05' 35''$  East along a line from said corner to the Northeast corner of said Section 25, Township 3 North, Range 7 East, a distance of 1225.14 feet to the South line of that tract conveyed by deed to Carnetta Parker recorded under Book 105, Page 321. records of Skamania County and the TRUE POINT OF BEGINNING;

THENCE South  $89^{\circ} 08' 43''$  East along the South line of said tract the and the Easterly projection of said line 25.83 feet;

THENCE North  $01^{\circ} 32' 59''$  East 122.23 feet;

THENCE North  $03^{\circ} 13' 19''$  East 44.85;

THENCE North  $01^{\circ} 05' 30''$  West 56.37 feet;

THENCE North  $00^{\circ} 00' 47''$  West 113.91 feet;

THENCE North  $00^{\circ} 39' 34''$  East 106.87 feet;

THENCE North  $03^{\circ} 16' 52''$  West 46.98 feet;

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**OLSON**  
ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
222 E. Evergreen Blvd.  
Vancouver, WA  
98660

THENCE North 01° 20' 48" West 49.79 feet;

THENCE North 03° 53' 20" East 179.31 feet;

THENCE North 04° 12' 00" East 162.41 feet;

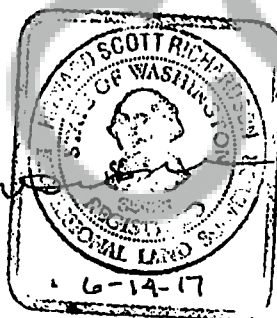
THENCE North 02° 33' 53" East 58.95 feet;

THENCE North 01° 53' 55" East 73.65 feet;

THENCE North 00° 42' 20" West 12.65 feet to a point which bears North 89° 50' 14" East from the 5/8" rebar with cap (41954) as shown for the Northwest corner of Government Lot 10, Township 3 North, Range 7-1/2 East, in the survey recorded under Auditor's File No. 200600978, records of Skamania County;

THENCE South 89° 50' 14" West 37.32 feet to said 5/8" rebar with cap, said point on said line from the Southeast corner of Section 25, Township 3 North, Range 7 East to the Northeast corner of said Section 25;

THENCE South 01° 05' 35" West along said line 1026.49 feet to the TRUE POINT OF BEGINNING.



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EXHIBIT C  
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EXHIBIT A  
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Unofficial Copy

Seal of the County of Skamania  
State of Washington  
County Clerk of the Superior Court of Skamania County, DO HEREBY  
CERTIFY that this instrument, consisting of 20 page(s), is a true  
and correct copy of the original now on file and of record in my office  
and as County Clerk, I am the legal custodian thereof.  
Signed and Sealed at Stevenson, Washington  
this date 12-16-19  
Shirley D. Cross  
Skamania County Clerk  
[Signature]  
Deputy Clerk