

Land Use Application

Applicant(s): ← Same → Property Owner(s):

James Minick John & Deanna Nickols

Mailing Address:

Mailing Address:

5 Wilkins Dr. Lyle

206 Old Highway Lyle

Phone: 509-209-7198

Phone: 509-310-9394

Email: jiminick@govge.net

Email: jnickols4117

Location of property:

@yahoo.com

Township: 3 N.

Range: 12 E.

Parcel address: ① 5 Wilkins Dr

Section & Qtr. Section: S.W. 1/4 Sec. 28

② 200 Old High

County: ③ 206 Old Highu
Klickitat

Tax Lot No(s): ① 03122855000100

Parcel Size (acres): ① 2.41 Acre

Existing use of parcel: ② 03122855000200

② .50 Acre

③ 03122800001700

③ 8.03 Acre

← All parcels Single Family Residences

Use of adjacent parcels: ←

Project description: This should include all proposed activities and details on size, height, exterior colors, and construction materials of proposed structures. Any areas of ground disturbance and landscaping details should also be described. It is important to describe all aspects of your project so that you may gain approval for all of the development activities you plan to do.

This is an Application for a Boundary Line Adjustment between the Nickols and Minick, according to the terms of the mediated Boundary Line Agreement signed by all parties in March & April of 2018. A copy of that Agreement is also submitted. Our purpose is to settle discrepancies between our Deeds and the fence lines on the ground. A Record of Survey by James Klein is also submitted.

No Further Information

Application checklist: The following is required to complete your application:

- Application form completed and signed
 - Site plan
 - Key viewing areas checklist, elevation drawings, and landscape details, if required
 - Names and addresses of adjacent property owners, if required
 - Any additional information as required
- N.A. → → →

Signature of the property owner(s) indicates that the property owner(s) is/are aware that an application is being made on the subject property. **Signature of the property owner(s) also authorizes the Gorge Commission or the Commission's designee(s) reasonable access to the site in order to evaluate the application.**

Applicant(s) signature:

date

Same → James Nilo

date Aug 16, 2021

Property owner(s) signature:

date

* Derran P. Nichols
* John E. Nilla

date* Oct. 01, 2021

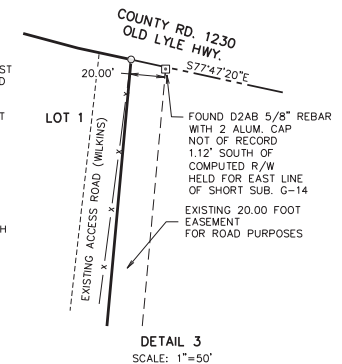
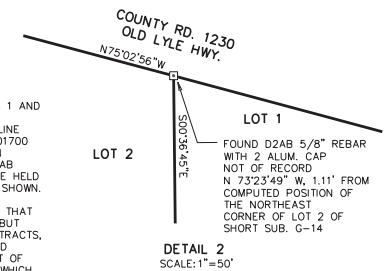
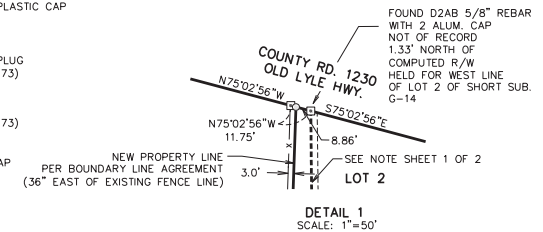
* Oct. 01, 2021

RECORD OF SURVEY

LOTS 1 & 2, OF SHORT SUBDIVISION G-14
 LOCATED IN S 1/2 OF SECTION 28 T. 3N., R. 12E., W.M.
 KLIKITAT COUNTY, STATE OF WASHINGTON
 ASSESSOR TAX PARCEL NO.
 03122855000100 & 03122855000200

LEGEND

- SET 5/8" x 30" REBAR W/YELLOW PLASTIC CAP
(KA OR 59002LS, KA WA 42690LS)
- FOUND 1/2" REBAR, VISITED 2009
- ⊙ FOUND 3/4" IRON PIPE W/PLASTIC PLUG
(TRANTOW SURVEYING, INC., PLS 15673)
VISITED 2009
- ⊙ FOUND 1/2" REBAR W/PLASTIC CAP
(TRANTOW SURVEYING, INC., PLS 15673)
VISITED 2009
- ⊞ FOUND 5/8" REBAR W/2.5 ALUM. CAP
(D2AB SURVEYING, INC., PLS 25552)
NOT OF RECORD, VISITED 2011
- ⊙ FOUND 1" IRON PIPE, VISITED 2011
- ANGLE POINT, NOT MONUMENTED
- (xx) RECORD PLAT DISTANCE
- ROS RECORD OF SURVEY
- A.F.N. AUDITOR FILE NO.



NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE EXTERIOR BOUNDARY OF LOTS 1 AND 2 OF SHORT SUBDIVISION G-14, AS DESCRIBED IN VOL. 301 PAGE 431 AND 433. PREVIOUS WORK PERFORMED BY D2AB SURVEYING FOR A PROPOSED BOUNDARY LINE ADJUSTMENT IN 2009 ON AFORESAID LOTS 1 AND 2 AND PARCEL NO. 031280001700 WAS PRELIMINARILY STARTED ALONG WITH MONUMENTS BEING SET AT THE SHOWN LOCATION OF THIS PLAT. NO RECORD OF SAID SURVEY WAS FOUND BY SAID D2AB SURVEYING AT THIS TIME. MONUMENTS THAT WERE SET BY D2AB SURVEYING WERE HELD FOR LOCATION OR FOR REFERENCE MONUMENTS TO THE COMPUTED POSITION AS SHOWN.

THE PURPOSE OF THIS SURVEY IS ALSO TO SHOW THE NEW BOUNDARY LINE PER THAT CERTAIN BOUNDARY LINE AGREEMENT DOCUMENT, NOT OF RECORD AS OF DATE, BUT SIGNED BY ALL PARTIES DURING MARCH AND APRIL 2018, BETWEEN THE MINICK TRACTS, BEING LOTS 1 AND 2 OF SHORT PLAT G-14, AND THE NICKOLS TRACT. PER SAID BOUNDARY LINE AGREEMENT THE NEW PROPERTY LINE SHALL BE 36 INCHES EAST OF THE EXISTING FENCE LINE, AS FIELD LOCATED BY OUR FIRM ON APRIL 12, 2013, WHICH LIES BETWEEN THE PROPERTIES. IT IS NOTED PER THAT CERTAIN BOUNDARY LINE AGREEMENT, THE EASEMENT GRANTED BY NICKOLS TO MINICK FOR CONTINUED PLACEMENT AND MAINTENANCE OF AN EXISTING SHED, AS DEPICTED IN DETAIL 4, SHEET 2, OF THIS RECORD OF SURVEY.

DURING THE COURSE OF THIS SURVEY A REVIEW OF THE SUBJECTS DEEDS WAS PERFORMED BY OUR FIRM. A DISCREPANCY OF THE DESCRIPTION OF SAID LOT 1 WAS FOUND, WHICH SAID DESCRIPTION DESCRIBES A TRACT OF LAND DESCRIBED AS BEING PARALLEL TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, 460 FEET SOUTH OF THE COUNTY ROAD. SAID DESCRIPTION THEN GOES ON TO EXCEPT THE EAST 20 FEET OF A TRACT OF LAND WITH NO MENTION IF SAID TRACT WAS TO BE INCLUDED INTO SAID LOT 2, LEAVING A TRIANGLE SHAPE TRACT TO LOT 3 OF SAID SHORT SUBDIVISION G-14. AFTER A FURTHER REVIEW OF SAID EXHIBIT SHOWN IN SHORT SUBDIVISION G-14, IT WAS CONCLUDED THAT THE INTENT WAS TO INCLUDE SAID TRACT TO SAID LOT 1, WHICH AGREES WITH FOUND MONUMENTS SET BY D2AB SURVEYING.

NOTE:

A DEED OVERLAP EXISTS BETWEEN THE EAST LINE OF THE EAST 460 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28 AND THE WEST 200 FEET, BEING THE WEST LINE OF LOTS 1, 2 AND 3 OF SHORT SUBDIVISION G-14 LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, SAID OVERLAP OCCURS DUE TO THE DEEDS CALLING FOR 660 FEET, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, IN WHICH COMPUTED DISTANCE MEASURES 655.71 FEET.

PROCEDURES

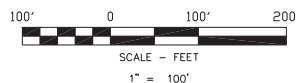
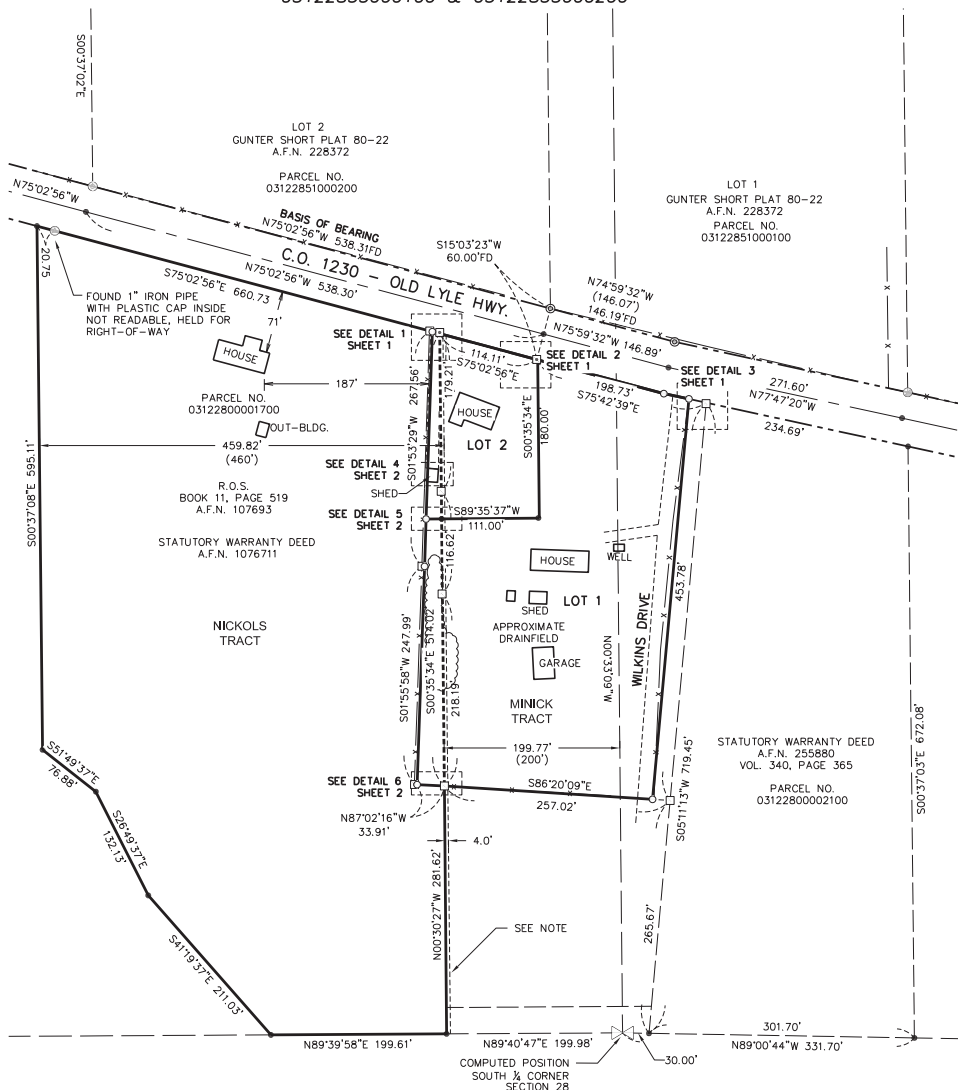
A FIELD TRAVERSE WAS PERFORMED AROUND LOTS 1 AND 2 OF GUNTER SHORT PLAT USING A 5" TOPCON B35, TOTAL STATION AND A RANGER DATA COLLECTOR. NO ADJUSTMENT MADE, MEETS MINIMUM STANDARDS AS DESIGNATED IN WAC 332-130-090

REFERENCED SURVEYS

- R1. KLEIN & ASSOCIATES, RECORDED IN BLA2010-04, VOL. 1, PAGE 367, A.F.N. 1094272.
- R2. WASHINGTON DEPT. FISH & WILDLIFE, RECORD OF SURVEY BOOK 11, PAGE 519.
- R3. TRANTOW SURVEYING, RECORD OF SURVEY, BOOK 11, PAGE 450, A.F.N. 1070535.
- R4. MIKE BLUMENSTEIN, RECORD OF SURVEY, BOOK 10, PAGE 507, A.F.N. 258513.
- R5. D2AB SURVEYING, INC., RECORD OF SURVEY, BOOK 10, PAGE 179, A.F.N. 233744.
- R6. ROBERT EDWARDS, GREYDIGGER HEIGHTS, BOOK 4, PAGE 37, A.F.N. 154978.
- R7. ROBERT EDWARDS, RICHES ADDITION, BOOK 7, PAGE 59, A.F.N. 164885.
- R8. TRANTOW SURVEYING, INC., GUNTER SHORT PLAT, S.P. 80-22, SHORT SUBDIVISION, G-14, A.F.N. 154281

REFERENCED DEEDS

DEED OF TRUST, VOL. 301, PAGE 433
 STATUTORY WARRANTY DEED, AUDITOR'S FILE NO. 1076711
 STATUTORY WARRANTY DEED, AUDITOR'S FILE NO. 255880
 SEPTIC EASEMENT, AUDITOR'S FILE NO. 1077069



BASIS OF BEARINGS

SOUTH LINE OF LOT 2
 GUNTER SHORT PLAT 80-22
 A.F.N. 179920

SURVEY PERFORMED FOR:
 JIM MINICK
 DATE:
 PROJECT: 16-04-10
 FILE: 160410.DWG
 DRAFT: JMK

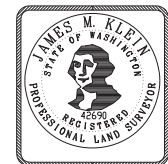
OWNER
 MINICK & NICKOLS

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.



Kleinf & Associates, Inc.

ENGINEERING & SURVEYING & PLANNING
 1411 13th Street + Hood River, OR 97031
 TEL: 503-386-3322 FAX: 541-386-2515

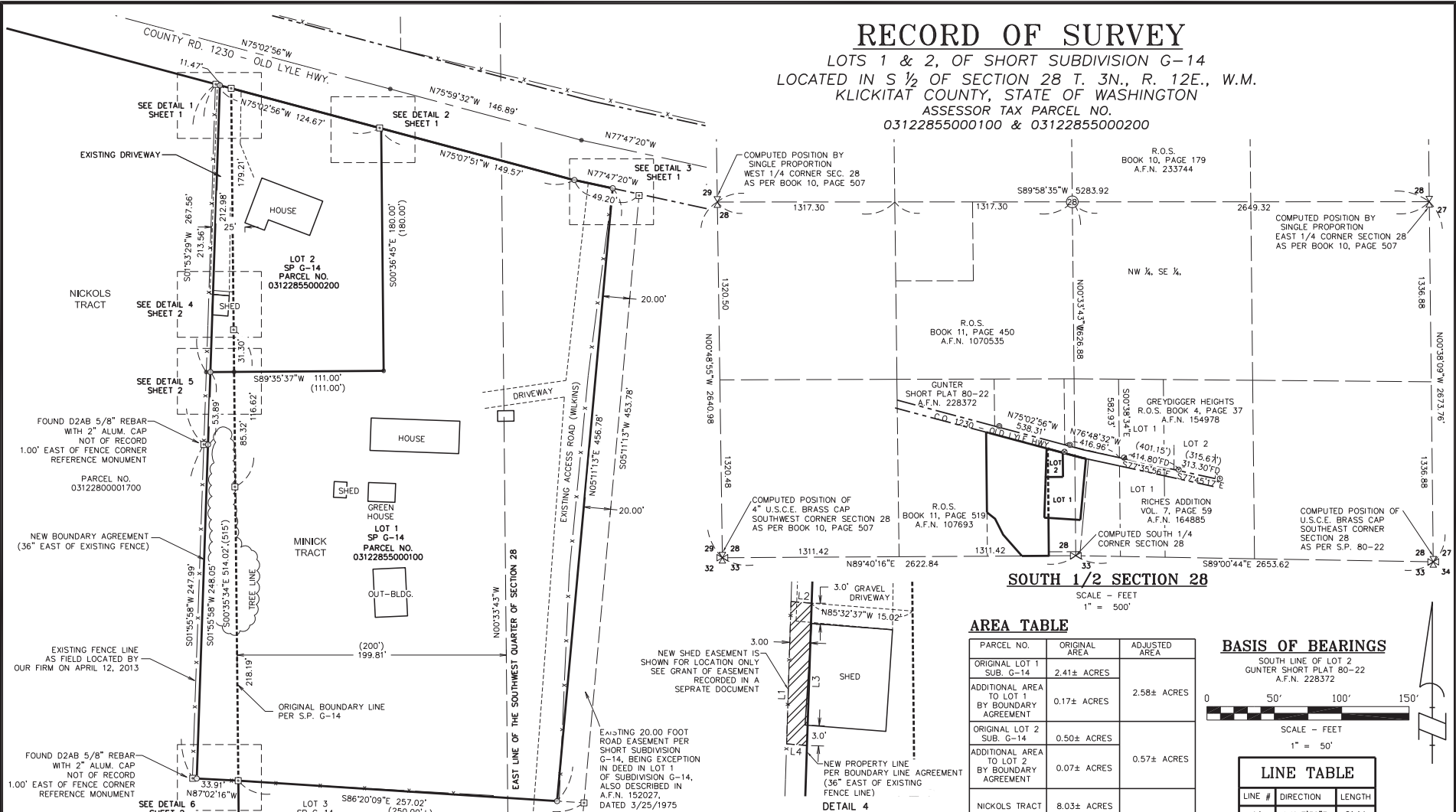


SHEET 1 OF 2
 WILLAMETTE MERIDIAN
 KLIKITAT COUNTY, WASHINGTON

1/4	SEC	T.	R.
28	3N.	12E.	

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LOTS 1 & 2, OF SHORT SUBDIVISION G-14
 LOCATED IN S 1/2 OF SECTION 28 T. 3N., R. 12E., W.M.
 KLIKITAT COUNTY, STATE OF WASHINGTON
 ASSESSOR TAX PARCEL NO.
 03122855000100 & 03122855000200



SOUTH 1/2 SECTION 28

SCALE - FEET
1" = 500'

AREA TABLE

PARCEL NO.	ORIGINAL AREA	ADJUSTED AREA
ORIGINAL LOT 1 SUB. G-14	2.41± ACRES	
ADDITIONAL AREA TO LOT 1 BY BOUNDARY AGREEMENT	0.17± ACRES	2.58± ACRES
ORIGINAL LOT 2 SUB. G-14	0.50± ACRES	
ADDITIONAL AREA TO LOT 2 BY BOUNDARY AGREEMENT	0.07± ACRES	0.57± ACRES
NICKOLS TRACT	8.03± ACRES	
AREA DECREASED BY BOUNDARY AGREEMENT	0.24± ACRES	7.79± ACRES

BASIS OF BEARINGS

SOUTH LINE OF LOT 2
 GUNTER SHORT PLAT 80-22
 A.F.N. 228372

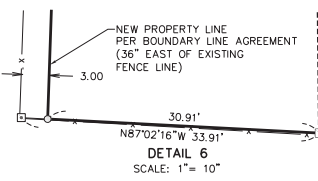
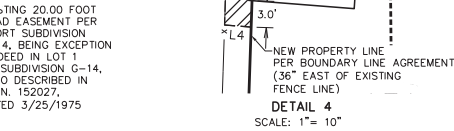
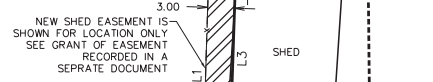


LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N1°47'36"E	21.14
L2	S85°32'37"E	3.07
L3	S1°53'29"W	21.14
L4	N85°32'37"W	3.03



- LEGEND**
- SET 5/8" X 30" REBAR W/YELLOW PLASTIC CAP (KA OR 59002LS, KA WA 42690LS)
 - FOUND 1/2" REBAR, VISITED 2009
 - FOUND 3/4" IRON PIPE W/PLASTIC PLUG (TRANLOW SURVEYING, INC., PLS 15673) VISITED 2009
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 - ROS RECORD OF SURVEY
 - A.F.N. AUDITOR FILE NO.
- NEW BOUNDARY LINE
 - - - ORIGINAL BOUNDARY LINE SUB. G-1
 - - - EDGE OF ROAD RIGHT-OF-WAY
 - - - BARB WIRE FENCE-MEANDERING
 - - - GRAVEL DRIVEWAY
 - ▨ NEW EASEMENT



AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS ____ DAY OF _____, 2020 IN BOOK ____ OF SURVEYS, PAGE ____ AT THE REQUEST OF JAMES M. KLEIN, REGISTERED LAND SURVEYOR, NO. 42690.



Klein & Associates, Inc.
 ENGINEERING & SURVEYING & PLANNING
 1411 13th Street + 1600th River, OR 97031
 TEL: 503-386-3322 • FAX: 541-386-2515

AUDITORS FILE NO. _____
 DEPUTY AUDITOR _____ DATE _____

OWNER
 MINICK & NICKOLS

SURVEY PERFORMED FOR:
 JIM MINICK
 DATE: APRIL 14, 2016
 PROJECT: 16-04-10
 FILE: 160410.DWG
 DRAFT: JMK

SHEET 2 OF 2
 WILLAMETTE MERIDIAN
 KLIKITAT COUNTY, WASHINGTON

1/4	SEC	T.	R.
28	3N.	12E.	

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUISCEANCE.

**FINAL SIGNED AGREEMENT
WITH SIGNATURES**

*My copy filed
with sign pages*

GORGE COMM. COPY 8/16/21

BOUNDARY LINE AGREEMENT

This Boundary Line Agreement (Agreement) is entered into pursuant to RCW 58.04.007 by and between John and Deanna J. Nickols, husband and wife (Nickols) and James Minick (Minick). Nickols and Minick may be referred to jointly and severally as "the parties," and individually as "a party" or "each party".

Recitals

- A. Nickols owns the real property in Klickitat County, Washington described in the attached **Exhibit A** which is incorporated herein by reference (Nickols Property).
- B. Minick owns the real property in Klickitat County, Washington described in the attached **Exhibit B** which is incorporated herein by reference (Minick Property).
- C. The Nickols Property is located directly west of and adjacent to the Minick Property.
- D. Minick believes that he and his predecessors in interest occupied and utilized all of the real property located directly east of the fence which forms the apparent western boundary of the Minick Property and the apparent eastern boundary of the Nickols Property. Minick's pink shed has long been located just to the east of the existing fence. Nickols denies that the fence has long been the established boundary between the Minick Property and Nickols Property. Instead, Nickols believes that the deeded boundaries should serve as the legal boundaries between the Minick Property and the Nickols Property.
- E. Rather than litigating the boundary issues, Nickols and Minick agree to a compromise which establishes the boundary between the Nickols Property and the Minick Property thirty six inches (36") to the east of the existing fence/fence line between the Nickols Property and the Minick Property. The area to the west of the deeded boundary line of the Minick Property and to the east of a line that is thirty six inches (36") to the east of the existing fence/fence line between the Nickols Property and Minick Property is referred to herein as "the Strip."
- F. This Agreement is intended to be exempt from Klickitat County Ordinance No. 122082, Subdivision and Short Plat Ordinance pursuant to Section 3.06 thereof, RCW 58.17.040(6) and RCW 58.04.007. Notwithstanding, it may be necessary, desirable or appropriate to obtain approval from the Klickitat County Planning Department of the boundary line adjustment provided herein. If a boundary line adjustment is sought by Minick, Minick shall pay any fees due to Klickitat County for the boundary line adjustment as well as associated surveyor fees. Generally, the county planning department will not process boundary line adjustments unless all real property taxes assessed against properties have been paid in full. Therefore, Minick and Nickols shall each pay any outstanding real property taxes assessed

Final Draft

against their respective properties in conjunction with any such boundary line adjustment, even if their respective real property taxes have been paid in full incidental to the execution of this Agreement.

G. In entering into this Agreement, Nickols and Minick desire to permanently resolve the location of the boundary between the Nickols Property and the Minick Property and related claims and potential claims between them.

Agreement

In consideration of the mutual covenants set forth herein and payment of the sum of \$3,000 by Minick to Nickols through AmeriTitle of White Salmon as escrow agent, payable upon completion of the filing processes, the parties agree as follows:

Nickols and Minick agree that the following described boundary shall hereafter serve as the permanent boundary between the Nickols Property and the Minick Property:

The west line of the Minick Property shall be extended to the west to include the Strip described in the attached Exhibit C and Exhibit D such that the Strip shall hereafter be owned by Minick as part of the Minick Property. The portion of the Strip described in the attached Exhibit C shall become a part of that portion of the Minick Property known as Lot 1 of Short Subdivision G-14 located in the south half of Section 28, Township 3 North, Range 12 East of the Willamette Meridian of Klickitat County, State of Washington, Tax Parcel No. 03-12-2855-0001/00. The portion of the Strip described in the attached Exhibit D shall become a part of Lot 2 of Short Subdivision G-14 located in the south half of Section 28, Township 3 North, Range 12 East of the Willamette Meridian of Klickitat County, State of Washington, Tax Parcel No. 03-12-2855-0002/00.

Final to Sign

Subject to the easement in favor of the Minick Property and Strip for the pink shed as hereinafter described, Nickols and Minick shall occupy and use the properties on their respective side of the boundary line described herein and each may occupy that portion of real property on that party's side of the boundary line as the true owner to the exclusion of all others.

Easement for Pink Shed. Nickols agrees to grant to Minick for the benefit of the Minick Property and the Strip:

A non-exclusive easement over a portion of the Nickols Property for continued placement, maintenance and repair of the pink shed. The western boundary of the easement shall be the existing fence line. The southern terminus of the easement shall be three feet south of the southern end of the pink shed while the northern terminus of the easement shall be three feet north of the north end of the pink shed. Minick shall cause Klein & Associates to provide a legal description of the easement area. Minick shall refrain from making changes to the area within the easement for the pink shed and shall refrain from adding trees, flower beds, or using the pink shed easement for recreation or storage. The warranty deed which conveys the Strip from Nickols to Minick shall provide for a maintenance and repair easement over the Nickols Property in favor of the Minick Property and Strip for the pink shed. The owners of the Minick Property and Strip shall have the sole right to use the pink shed for so long as it is located within the easement area. Upon substantive changes to the pink shed such as remodeling, replacement or expansion, the location of the pink shed shall comply with legal setbacks and the easement shall terminate.

This Agreement shall bind all subsequent owners of both the Minick Property and Strip and the Nickols Property and its benefits and burdens shall run with the land. To that end, this Agreement shall be recorded with the Auditor of Klickitat County, Washington. Each party to this Agreement hereby releases and forever discharges the other party and the other party's respective predecessors, successors and assigns (as applicable) from any and all claims, demands, damages, rights, duties, debts, obligations, liabilities, or actions of any kind arising out of or relating to the Strip and/or to the boundary between the Nickols Property and Minick Property.

Nickols and Minick agree to promptly cooperate with any governmental agencies as may be necessary to obtain lot line adjustment approval or administrative approval consistent with this Agreement including the Columbia River Gorge Commission and Klickitat County. Such agreement includes promptly providing reasonable documentation regarding the properties, participating in governmental approval of the boundary line changes agreed to herein and promptly signing appropriate documents.

Dispute Resolution Clause:

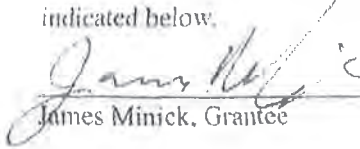
In the event that a disagreement arises in the process of fulfilling the terms of this agreement, both parties agree to return to Mediation at Six Rivers Dispute Resolution Center to address the challenges. Each party shall participate in good faith to reach a mutually agreeable settlement.

If mediation is not successful, and litigation arises out of or relating to this Agreement including its enforcement, the prevailing party shall be awarded reasonable attorney fees, at trial, and upon appeal.

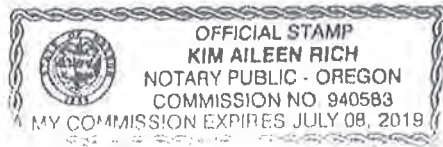
The recitals are incorporated as substantive provisions of this Agreement.

Minnick and Nickols were in verbal agreement regarding the terms of this contract in mediation on February 28th, 2018. In order to maintain the confidence of both the process and the nature of the mutually satisfactory agreement, Minnick and Nickols shall review and sign in approval below within 30 days of March 5th, 2018.

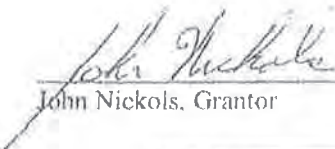
This Agreement is effective on the date of full execution in the presence of a notary, as indicated below.


James Minnick, Grantee

March 20, 2018
Date



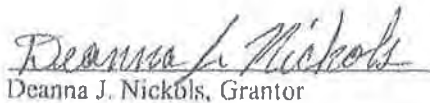
Kim Aileen Rich
03/20/2018


John Nickols, Grantor

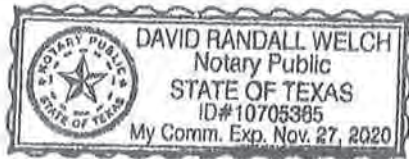
03/12/18
Date



Elizabeth Kramer 03/12/18


Deanna J. Nickols, Grantor

April 10, 2018
Date



D Welch 04/10/18