### **Clark County Property Profile**



Parcel # 258909000 **Owner** Rjr Enterprises LLC

Ref Parcel **Owner Address** 1935 Samco Rd Ste 102

Rapid City SD 57702

**Site Address Market Total Value** WA 98629 \$2,496.00 Lot Size

0.12 Acres (5,227 SqFt) **Assessed Total Value** \$2,496.00

**Year Built** 

Sale Date **School District** La Center 07/01/2019

LDR-7.5 Low Density Sale Price \$200,000.00 **Zoning** Residential (Ldr-7.5)

**Subdivision Bedrooms** 

Land Use / Land Use Std 991 - Unused Or Vacant Land **Bathrooms** 

- No Improvements / VMSC -

Vacant Misc

#46 SEC 34 T5N R1EWM .12A Legal

**Building Area** 



Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

When recorded return to:

RJR Enterprises, LLC, a South Dakota limited liability company 1935 Samco Road, Suite 102 Rapid City, SD 57702

5622571 D

Total Pages: 5 Rec Fee: \$105.50 eRecorded in Clark County, WA 07/01/2019 02:35 PM CHICAGO TITLE FISHERS LANDING SIMPLIFILE LC E-RECORDING

Filed for record at the request of:



1499 SE Tech Center PI, Suite 100 Vancouver, WA 98683

Escrow No.: 622-110868

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) KT West, LLC, a Washington limited liability company

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to RJR Enterprises, LLC, a South Dakota limited liability company

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Lots 46, 106 and 50, Section 34, Township 5 North, Range 1 East

Tax Parcel Number(s): 258909-000, 258968-000, 258913-000

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

#### STATUTORY WARRANTY DEED

(continued)

Dated: June 24, 2019

KT West, LLC

Kyle Muonio

Member

Tyrel Koistinen

State of WASHINGTON County of CLARK

I certify that I know or have satisfactory evidence that Kyle Muonio and Tyrel Koistinen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Member and Member, respectively, of KT West, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Mark V. Korpela, Jr.

Notary Public in and for the State of Washington

Residing at: Woodland, WA

My appointment expires: February 28, 2021

MARK V KORPELA JR NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES FEBRUARY 28, 2021

#### **EXHIBIT "A"**

Legal Description

#### For APN/Parcel ID(s): 258909-000, 258968-000 and 258913-000

Parcel I

A portion of the Northeast quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of the Northeast quarter of Section 34 where it intersects the centerline of NE North Fork Ave, said point being North 88°04'20" West, 1884.07' from a 1/2 inch iron rod marking the East quarter corner of Section 34 as shown in Book 18 of Surveys, page 151, Clark County Auditor's Records;

Thence South 88°04'20" East, along said South line, 400.00 feet;

Thence North 01°55'40" East, perpendicular to the South line of the Northeast quarter of Section 34, for a distance of 104.69 feet to a 1/2 inch iron rod (Survey 18-151) marking the Northwest corner of the "Scheuble Tract" as described under Clark County Auditor's File No. 5376889 and the True Point of Beginning;

Thence continuing North 01°55'40" East, along the East line of another "Scheuble Tract" as described under Clark County Auditor's File No. 5376889, for a distance of 52.98 feet to the Northeast corner of the second mentioned "Scheuble Tract" and the centerline of NE North Fork Ave;

Thence along said centerline along the arc of a 218.00 foot radius curve to the left, (the radial bearing of which is North 33°28'11" West) through a central angle of 16°38'01", for an arc distance of 63.29 feet;

Thence continuing along said centerline along the arc of a 185.00 foot radius curve to the left, through a central angle of 09°30'02", for an arc distance of 30.68;

Thence leaving said centerline, South 01°55'40" West, 122.20 feet to a 1/2 inch iron rod (Survey 18-151) marking the Northeast corner of the first mentioned "Scheuble Tract";

Thence North 88°04'20" West, 62.37 feet to the True Point of Beginning.

EXCEPT any portion lying within NE North Fork Ave.

#### Parcel II

That portion of the South half of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of said quarter section where intersects on the centerline of the County Road known as North Fork Road; thence South 88° 04'20" East along said South line 400.00 feet; thence North 01° 55'40" East at right angles to said South line 20.00 feet to the true point of beginning; thence continuing North 01° 55'40" East 84.69 feet; thence South 88° 04'20" East parallel to the South line of the Northeast quarter of said Section 34, a distance of 62.37 feet; thence South 01° 55'40" West 84.69 feet to a point 20.00 feet North of the South line of the Northeast quarter of Section 34; thence North 88° 04'10" West parallel to said South line 62.37 feet to the true point of beginning.

TOGETHER WITH that portion of the Northeast quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, City of La Center, Clark County, Washington, described as follows:

Beginning at a point on the South line of the Northeast quarter of Section 34 where it intersects the centerline of NE North Fork Ave, said point being North 88° 04' 20" W, 1883.50 feet from a 1/2 inch iron rod marking the East quarter corner of Section 34 as shown in Book 67 of Surveys, page 107, Clark County Auditor's Records; thence South 88° 04' 20" East, along said South line, 400.00 feet to the True Point of Beginning; thence continuing along said South line, South 88° 04' 20" East, 62.37 feet to a point on the southerly extension of the East line of the "Town of La Center Tract" as described under Clark County Auditor's File No. 8508300112; thence North 01° 55' 40" East, 20.00 feet to the Southeast corner of said "Town of La Center Tract"; thence North 88° 04'20" West, 62.37 feet to the Southwest corner of said "Town of La Center Tract"; thence South 01' 55' 40" West, 20.00 feet to the True Point of Beginning.

Parcel III

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 04.26.19

Page 3

WA-CT-FVAN-02150.622486-622-110868

#### **EXHIBIT "A"**

Legal Description (continued)

A portion of the Northeast quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a point on the South line of the Northeast quarter of Section 34 where it intersects the centerline of NE North Fork Ave, said point being North 88°04'20" West 1883.50 feet from a 1/2 inch iron rod marking the East quarter corner of Section 34 as shown in Book 67 of Surveys, page 107, Clark County Auditor's Records; thence South 88° 04' 20" East, along said South line, 300.00 feet to a 1/2 inch iron rod as shown in Book 18 of Surveys, page 151, Clark County Auditor's Records marking the Southeast corner of the "Town of La Center Tract" as described under Clark County Auditor's File No. 0 72302 and the True Point of Beginning; thence North 01° 55' 40" East, along the East line of said "town of La Center Tract", for a distance of 112.42 feet to a point on the centerline of NE North Fork Ave; thence along said centerline, North 71' 23' 09" East, 53.63 feet; thence continuing along said centerline along the arc of a 218.00 foot radius curve to the left, through a central angle of 14'51'20" for an arc distance of 56.52 feet to the Northeast corner of another "Town of La Center Tract" as described under Clark County Auditor's File No. G 104936; thence leaving said centerline, South 01° 55' 40" West, along the East line of the second mentioned "Town of La Center Tract", 157.67 feet to a point on the South line of the Northeast quarter of Section 34; thence North 88° 04' 20" West, 100.00 feet to the True Point of Beginning.

EXCEPT any portion lying within NE North Fork Ave.

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 04.26.19

#### **EXHIBIT "B"**

#### Exceptions

Taxes and Assessments as they become due and payable.

2. Boundary Line Agreement and the terms and conditions thereof:

Recording Date: January 10, 2019

Recording No.: 5577129

Affects: Parcels II and III and other property

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a
document:

In favor of: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON

Purpose: Transmission of electric energy, including communication facilities

Recording Date: June 21, 1948

Recording No.: G04327, Book 446, Page 465

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a
document:

In favor of: Adjacent Property Owners

Purpose: access purposes Recording Date: April 29, 1982 Recording No.: 8204290003

 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners
Purpose: ingress, egress and utilities

Recording Date: July 20, 1982 Recording No.: 8207200125

6. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: Survey Book 18, Page 151

7. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: Survey 67, Page 107

5446897 D

Total Pages: 4 Rec Fee: \$77.00

eRecorded in Clark County, WA 09/27/2017 03:18 PM

CHICAGO TITLE FISHERS LANDING SIMPLIFILE LC E-RECORDING

When recorded return to: KT West, LLC, a Washington limited liability company

PO BOX 1152 Woodland, WA 98674

Filed for record at the request of:



1499 SE Tech Center PI, Suite 100 Vancouver, WA 98683

Escrow No.: 622-92936

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) Lincoln Wolverton and Joan Wolverton, husband and wife

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to KT West, LLC, a Washington limited liability company

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Tax lot #46 Section 34, Township 5 North, Range 1 East

Tax Parcel Number(s): 258909-000,

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Dated: September 14, 2017

Lincoln Wolverton

Joan Wolverton

#### STATUTORY WARRANTY DEED

(continued)

State of WASHINGTON County of CLARK

I certify that I know or have satisfactory evidence that Lincoln Wolverton and Joan Wolverton 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 this instrument.

Dated:

Mark V. Korpela, Jr.

Notary Public in and for the State of Washington

Residing at: Woodland, WA

My appointment expires: February 28, 2021

MARK V KORPELA JR NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES FEBRUARY 28, 2021

#### **EXHIBIT "A"**

Legal Description

For APN/Parcel ID(s): 258909-000

A portion of the Northeast quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of the Northeast quarter of Section 34 where it intersects the centerline of NE North Fork Ave, said point being North 88°04'20" West, 1884.07' from a 1/2 inch iron rod marking the East quarter corner of Section 34 as shown in Book 18 of Surveys, page 151, Clark County Auditor's Records;

Thence South 88°04'20" East, along said South line, 400.00 feet;

Thence North 01°55'40" East, perpendicular to the South line of the Northeast quarter of Section 34, for a distance of 104.69 feet to a 1/2 inch iron rod (Survey 18-151) marking the Northwest corner of the "Scheuble Tract" as described under Clark County Auditor's File No. 5376889 and the True Point of Beginning;

Thence continuing North 01°55'40" East, along the East line of another "Scheuble Tract" as described under Clark County Auditor's File No. 5376889, for a distance of 52.98 feet to the Northeast corner of the second mentioned "Scheuble Tract" and the centerline of NE North Fork Ave;

Thence along said centerline along the arc of a 218.00 foot radius curve to the left, (the radial bearing of which is North 33°28'11" West) through a central angle of 16°38'01", for an arc distance of 63.29 feet;

Thence continuing along said centerline along the arc of a 185.00 foot radius curve to the left, through a central angle of 09°30'02", for an arc distance of 30.68;

Thence leaving said centerline, South 01°55'40" West, 122.20 feet to a 1/2 inch iron rod (Survey 18-151) marking the Northeast corner of the first mentioned "Scheuble Tract";

Thence North 88°04'20" West, 62.37 feet to the True Point of Beginning.

EXCEPT any portion lying within NE North Fork Ave.

#### **EXHIBIT "B"**

#### **Exceptions**

Taxes and Assessments as they become due and payable. 1.

2. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON

Purpose: Recording Date: Transmission of electric energy, including communication facilities

Recording No.:

June 21, 1948 Book 446, Page 465

Affects:

blanket in nature

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a 3. document:

In favor of:

Lincoln Wolverton and Joan Wolverton

Purpose: Recording Date: Easement for Ingress, Egress and Utilities July 20, 1982

Recording No.:

8207200125

5376889 D

Total Pages: 3 Rec Fee: \$75.00

eRecorded in Clark County, WA 02/14/2017 11:53 AM

FIRST AMERICAN TITLE VANCOUVER

SIMPLIFILE LC E-RECORDING

AFTER RECORDING MAIL TO:

Brian Scheuble 37504 NW 29th Ave La Center, WA 98629

Filed for Record at Request of:

Space above this line for Recorders use only

First American Title Insurance Company

### STATUTORY WARRANTY DEED

File No: 4283-2798520 (cs)

Date: January 26, 2017

Grantor(s): Clark Utility District No. 1 of Clark County

Grantee(s): Brian Scheuble

Abbreviated Legal: PTN SEC 34 TWP 5N RGE 1E SW QTR NE QTR, CLARK COUNTY

Additional Legal on page:

Assessor's Tax Parcel No(s): 258968-000 and 258913-000 and 258910-000

THE GRANTOR(S) PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Brian Scheuble, a married man, the following described real estate, situated in the County of Clark, State of Washington.

**LEGAL DESCRIPTION:** Real property in the County of Clark, State of Washington, described as follows:

#### **PARCEL A:**

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION WHERE IT INTERSECTS ON THE CENTERLINE OF THE COUNTY ROAD KNOWN AS NORTH FORK ROAD;

THENCE SOUTH 88°04'20" EAST ALONG SAID SOUTH LINE 400.00 FEET; THENCE NORTH 01°55'40" EAST AT RIGHT ANGLES TO SAID SOUTH LINE 20.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01°55'40" EAST 84.69 FEET;

THENCE SOUTH 88°04'20" EAST PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 62.37 FEET;

LPB 10-05

File No.: 4283-2798520 (cs)

THENCE SOUTH 01°55'40" WEST 84.69 FEET TO A POINT 20.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 34; THENCE NORTH 88°04'20" WEST PARALLEL TO SAID SOUTH LINE 62.37 FEET TO THE TRUE POINT OF BEGINNING.

#### **PARCEL B:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER SECTION WHERE IT INTERSECTS ON THE CENTERLINE OF THE COUNTY ROAD KNOWN AS NORTH FORK ROAD;

THENCE EAST ALONG THE SAID SOUTH LINE 300 FEET TO THE TRUE POINT OF BEGINNING:

THENCE EAST 100 FEET;

THENCE NORTH TO THE CENTERLINE OF SAID ROAD;

THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID ROAD TO A POINT DUE NORTH OF THE TRUE POINT OF BEGINNING;

THENCE SOUTH TO THE TRUE POINT OF BEGINNING.

#### **PARCEL C:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID QUARTER-SECTION WHERE IT INTERSECTS WITH THE CENTERLINE OF THE COUNTY ROAD KNOWN AS NORTH FORK ROAD;

THENCE EAST ALONG SAID SOUTH LINE 300 FEET;

THENCE NORTH TO THE CENTERLINE OF SAID ROAD;

THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID ROAD TO THE POINT OF BEGINNING.

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

LPB 10-05

File No.: 4283-2798520 (cs)

Clark Utility District No. 1 of Clark County

Title: CEO/General Manager

STATE OF

Washington

)-ss

**COUNTY OF** 

Clark

I certify that I know or have satisfactory evidence that Wayne Nelson, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the CEO/General Manager of Clark Utility District No. 1 of Clark County to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated:

Notary Public in and for the State of Washington

Residing at: Parzano. oR My appointment expires: /////

LPB 10-05

3-14-94

9403140417

Ch. 11 Rev Laws 1951 EXEMPT And # 30 4 3 30 Date 3-14-9 For obtails of lax paid see

THE COURSE LAND TO THE

QUIT CLAIM DEED

Clark County Treasurer

Aftd.#\_

The Grantor, TOWN OF LACENTER, a municipal corporation of the State of Washington, for and I in consideration of mutual benefits conveys and quit claims to PUBLIC UTILITY DISTRICT NO. 1 OF DEPUTY CLARK COUNTY, a municipal corporation of the State of Washington, the following described real estate, situated in the County of Clark, State of Washington, together with all after acquired title of the grantor therein:

#### PARCEL I

Lots 4, 5 and 6, Block 6; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 7; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 8; Lots 1 and 2 and Lots "A" and "B", Block 9, Bresee's Addition to LaCenter, according to the plat thereof, recorded in Volume "A" of Plats, page 22, records of said County.

ALSO that portion of the Southwest quarter of the Northeast quarter of Section 3, Township 4 North, Range 1 East of the Willamette Meridian lying Southerly of the Southerly line of Block 9, Bresee's Addition, according to the plat thereof, recorded in Volume "A" of Plats, page 22, Northerly of the North bank of the East Fork of the Lewis River and between Southerly extension of the Easterly and Westerly lines of said Block 9.

#### PARCEL II

That portion of the South half of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows: Beginning at a point on the South line of said quarter section where it intersects on the centerline of the county road known as North Fork Road; thence South 88°04′20″ East along said South line 400.00 feet; thence North 01°55′40″ East at right angles to said South line 20.00 feet to the true point of beginning; thence continuing North 01°55′40″ East 84.69 feet; thence South 88°04′20″ East parallel to the South line of the Northeast quarter of said Section 34, a distance of 62.37 feet; thence South 01°55′40″ West 84.69 feet to a point 20.00 feet North of the South line of the Northeast quarter of Section 34; thence North 88°04′20″ West parallel to said South line 62.37 feet to the true point of beginning.

TOGETHER WITH AND SUBJECT TO easements and restrictions of record.

ALSO that portion of the Southwest quarter of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a point on the South line of said quarter section where it intersects on the centerline of the county road known as North Fork Road; thence East along the said South line 300 feet to the true point of beginning; thence East 100 feet; thence North to the centerline of said road; thence Southwesterly along the centerline of said road to a point due North of the true point of beginning; thence South to the true point of beginning.

#### PARCEL III

A tract of land in the Southwest quarter of the Southeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 34; thence North along the centerline of said Section 34, 887.87 feet to the true point of beginning; thence North 106.20 feet along said centerline; thence South 89°43′30" East 42.34 feet; thence South 0°16′30" West, 106.20 feet; thence North 89°43′30" West 41.83 feet to the true point of beginning.

ALSO a tract of land in the Southwest quarter of the Southeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

03-14-0

Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 34; thence North 01°42′51" East along the centerline of said Section 34, 994.07 feet to the Northwest corner of a tract of land as conveyed to the Town of LaCenter, Washington, a municipal corporation and recorded under Auditor's File No. G 320391; thence South 88°00′39" East along the North line of said LaCenter tract 42.34 feet to the Northeast corner of said LaCenter tract and the true point of beginning; thence continuing South 88°00′39" East 165.00 feet; thence South 01°59′21" West parallel to the East line of said LaCenter tract 106.20 feet; thence North 88°00′39" West 165.00 feet to the Southeast corner of said LaCenter tract; thence North 01°59′21" East along the East line of said LaCenter tract 106.20

feet to the true point of beginning.

TOGETHER WITH 20 foot non-exclusive easement for the purpose of ingress, egress

maintenance and access to the reservoir site described as follows:

Beginning at a point on the North line of a tract of land as conveyed to the Town of LaCenter, Washington, a municipal corporation, and recorded under Auditor's File No. G 320391 said point being on the East line of North Fork Road; thence South 88°00'39" East along the North line of said LaCenter tract and the extension thereof to the Northeast corner of the above described tract; thence North 01°59'21" East 20.00 feet; thence North 88°00'39" West to the East line of North Fork Road; thence South along the East line of said Road 20.00 feet, more or less, to the point of beginning.

THE TOWN OF LACENTER

By:

Jack Wells, Mayor

STATE OF WASHINGTON )

:SS

County of Clark

I, the undersigned Notary Public of said State, hereby certify that I know or have satisfactory evidence that JACK WELLS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the within and foregoing instrument and acknowledged it as the mayor of TOWN OF LACENTER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the <u>9111</u> day of <u>May U.</u>, 1993. 1994

J. K. FILLMAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 12, 1995

Reture to: Legal Dept Clark Public Utilities PO Box 3900 LANCLUA 98668

Q.K. Filima	n)
Notary Public My appointment expires	
to a promise and a second	

PU.D. OF CLARK COUN

AMONDA ELIZABETH & LUCE 957

who executed the within and foregoing instrument,

and acknowledged that ShG. signed the same as the free and voluntary act and deed, for the uses and purposes therein mentioned.

to the State of Wash-

Notary Public in and for the State of Washington,

residing at.....

	FILED FOR RECORD
RETURN ADDRESS	Donald Grand
Donnes 6. Great	SORTH FAIRE
11907 No 997 St. 41/6	ARDY, C.: ELIZABETCA, EUCE
11807 No 99m St. 47/160 Vancouve, WA 95 882	ELIZABETH A. CUUE
100000	
Please Print neatly or Type information DOCUMENT TITLE(S)	
Aundaust in Surport of	
Community Property Agreement	
REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)	
	Additional Reference #'s on page
CD LAWEOD (C)	
GRANTOR(S) Jane E. Throp (Estate)	
Jacob D Transfe Electric	
	Additional Grantors on page #
GRANTEE(S)	
Cuolic.	
	Additional Grantees on page #
LEGAL DESCRIPTION (abbreviated form: i.e. lot,block,plat or s	section, township, range, quarter/quarter)
	Additional Legal is on page #
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	· · · · ·
ASSESSOR STROPERTY TAX PARCEL/ACCOUNT NUMBER	ĸ
	Additional Parcel #'s on page

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 provided herein.

## AFFIDAVIT IN SUPPORT OF COMMUNITY PROPERTY AGREEMENT

STATE OF	WASHINGTON		SS
County o	f Clark	)	

## CHERYL BOYS states on oath:

- 1. I am the Personal Representative of the Estate of Jane E. Throop who died on February 23, 1998, a resident of Clark County, Washington.
- 2. This Affidavit is for the purpose of supplying information for record pertaining to that certain Community Property Agreement executed by HAROLD D. THROOP and JANE E. THROOP, husband and wife, which agreement was dated November 14, 1967, that the facts herein set forth are given to the general public and are to be used for the purpose of informing the general public as to the status of the property belonging to the parties to said agreement; that the only real property in which the parties had an interest is located in the County of Clark, State of Washington, and more particularly described as follows:

See attached Exhibit "A."

- 3. That HAROLD DONALD THROOP died on May 14, 1982 a resident of Vancouver, Clark County, Washington and was a Washington 1 resident at the time of his death. Attached hereto as Exhibit "B" is a copy of the Certificate of Death for Harold Donald Throop.
- 4. That the parties to said agreement entered into no COMMUNITY PROPERTY AFFIDAVIT 1

subsequent joint wills or agreements which would have the effect of abrogating or nullifying the above mentioned Community Property Agreement. A true copy of the Community Property Agreement is attached hereto as Exhibit "C."

- 5. The community estate of HAROLD DONALD THROOP and JANE E. THROOP at the date of HAROLD DONALD THROOP'S death was of the approximate value of less than \$500,000.00, including the real property which has an approximate value of \$100,000.00.
  - 6. The decedent HAROLD DONALD THROOP left no separate estate.
- 7. All obligations of the community owing at the date of death have been paid in full and all expenses of last sickness and funeral expenses which would constitute a lien upon the above described real estate have been paid or provided for.
  - 7. That the decedent left surviving him the following heirs:
    - a. Lawrence Huffman, step-son
    - b. Constance Weller, daughter
    - Cheryl Boys, daughter

All of the parties mentioned above are over the age of majority.

DATED this My day of April, 1998.

CHERYL BOYS, Personal Representative of the Estate of Jane E. Throop

on to before me this /// day of April, 1998.

Notary Public for Waskington
My Commission Expires: ///32

COMMUNITY PROPERTY AFFIDAVIT - 2

#### LEGAL DESCRIPTION

#### EXHIBIT "A"

A STRIP OF LAND 105 FEET IN WIDTH LYING IMMEDIATELY SOUTH OF THE NORTH LINE OF THE FOLLOWING DESCRIBED TRACT:
THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 2, BREZEE'S ADDITION TO THE TOWN OF LA CENTER, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME "A" OF PLATS, PAGE 22, RECORDS OF CLARK COUNTY, WASHINGTON, (NOW VACATED), BEING THE POINT OF INTERSECTION OF THE EAST LINE OF MAIN STREET WITH THE NORTH LINE OF EIGHTH STREET, AS SHOWN ON SAID PLAT; THENCE EASTERLY ALONG THE NORTH LINE OF EIGHTH STREET, 180 FEET; THENCE MORTHERLY, PARALLEL TO THE EAST LINE OF MAPLE STREET, AS SHOWN ON SAID PLAT TO THE NORTH LINE OF SAID SECTION 5; THENCE WEST ALONG THE SECTION LINE TO THE NORTHWEST CORNER OF BLOCK 1 OF SAID ADDITION; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID MAIN STREET TO THE POINT OF BEGINNING.

208

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F //O/ ¬ STATE OF WA	ASHINGTON DEPARTMENT	OF SOCIAL AND HEALT	H SERVICES	
r 49/ 7	VITAL REC	CORDS		<u> </u>
LCCAL FILE NUMBER	CERTIFICATE			
T NAME - FIRST MIDDLE, LAST	2 SEX	3 DEATH DATE IND DAY YA	146-8	
. HARDED DOWNED TIMO	·	17AM 11. 1982		STATE FILE NUMBER
A RACE - WHITE BLACK, AM IND 5 AGE - LAST BIRTH 6 UND ETC SPECIFY! DAY 1945! MO		8 BIRTHOATE (MO DAY YA)	9 COUNTY OF DEATH	
ALATE 61	<b>J</b>	000.2,1920	CLARK	
10 CITY TOWN OR LOCATION OF DEATH	11 PLACE OF DEATH BO	X FOR PLACE THEN GIVE ADDRES 3 \$\infty\$ EMERG RM/OUT PIN 4 \$\infty\$ HOSP	SMAN NOTUTION NAME	12 RECEIVED EMERGENCY CAR
LACE.TER	H. FORK S. I		3 D BON HOME 1 D D. HEN PLA	ICE AMBULANCE FINEFIN FARAMEDS
	RY 15 MARRIED NEVER MARRIED		IDEN NAME)	17 WAS DECEDENT EVER IN
USA GIVE COUNTRY! U.S.	WIDOWED, DIVORCED	JANE E. SI	OPER	U.S. ARMED FORCES? (YES:NO.
18 SOCIAL SECURITY NO	19 USUAL OCCUPATION (G/VE	KIND OF WORK DONE	20. KIND OF BUSINESS OR	
541 16 0380	DURING MOST OF WORKING L		man a serim	
· · · · · · · · · · · · · · · · · · ·	TO THE	23. INSIDE CITY LIMITS YES NO		25. STATE
21 RESIDENCE - NUMBER AND STREET				
M. FORK & MAIN ST.	LACENTER	YES	CLARK	HASH.
26. FATHER - NAME FIRST MIDDLE, LAST		27 MOTHER - MAIDEN NAME FI	AST, MIDDLE, LAST	
MELVIN THROOP		ETHOL M	ELK	
26 INFORMANT - NAME	29. MAILING ADDRESS	STREET OF RED NO CIT	YÖR TOWN STATE	ŽiP.
JANE Z. THROOP	H. FORK A M	ADIST. P.O. E	OX 214 LACER"	FRR, MSH. 98629
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H FUNERAL CHRISTOR	35 NAME OF FACILITY	(P. C. a. V. Dir saly L. Partal	36. ADDRESS OF FACILITY	No Cala Ur:
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x		× Calle	flered 11	MAL
M DATE SIGNED INU DAY THE	39 HOUR OF DEATH (24 HRS)	42 DATE SIGNED IMO DAY VA	, ,	43 MOUR OF DEATH 124 HRS/
		5-19-8		unknown AM
40 MAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THA	AN CERTIFIER (TYPE OR PRINT)	44. PRONOUNCED DEAD (MO D.		45. HOUR PRONOUNCED DEAD
		5-14-8	<u>′</u>	0455
46 NAME AND ADDRESS OF CERTIFIER - PHYSICIAN, MEDICAL		PRINT)		
A Hamilton MD Coroner 20	04 East 35th Va	ncouver WA 986	563	
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Chronic obstruction pulmo	onary disease			AND DEATH
DUE TO OR AS A CONSEQUENCE OF				INTERVAL BETWEEN ONSET
				AND DEATH
(B)				A.TF0 000
DUE TO OR AS A CONSEQUENCE OF.				INTERVAL BETWEEN ONSET AND DEATH
(C)				
48. OTHER SIGNIFICANT CONDITIONS CONDITIONS CONTRIBU	TING TO DEATH BUT NOT RELATED T	O CAUSE GIVEN ABOVE.	49. AUTOPSY? (YES NO)	50 WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? 1785.400)
		;	10	yes
51. ACC., SUICIDE, HOM, UNDET, OR SZ INJURY DATE (MO DAY YR.	53. HOUR OF INJURY (24 HAS )	54 DESCRIBE HOW INJURY OCC	CURRED	303
PENDING INVEST. (SPECIFY)				
55. INJURY AT WORK? (YES:NO) 56. PLACE OF INJURY - AT HO		57 LOCATION - STREET OF RED	NO, CITY/TOWN STATE	
OFFICE BLOG. ETC. (SPEC	(FY)			

58. REGISTRAR SIGNATURE

ITEM

FOR STATE REGISTRAR USE ONLY

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING UNDERLYING CAUSE LAST.

SO DATE RECEIVED INO DAY VAL MAY 19 1982 DOCUMENTARY EVIDENCE

REVIEWED BY

DSHS 9-150 (REV. 1-82)

THIS IS TO CERTIFY that the foregoing is a true copy (photographic) of a record

on file with the Southwest Washington Health District, Vancouver, WA.

Robert D. Thornton, M.D. District Health Officer

SEAL

MAY 19 1982

209 EXHIBIT "B"

alury a cary, PU tox 58 a

## G 576144 Agreement as to Status of Community Property

783530

## After Death of One of the Spouses

Know All Men by These Presents:
That this agreement, made and entered into this 14th day of November 1967
by and between Harold D. Throop
and
residing inClarkCounty, State of Washington.
WITNESSETH, That whereas the said parties hereto are owners of certain community property, and are desirous that said property, together with all other community property, either real or personal, that may hereafter be acquired, shall pass, without delay or expense, upon the death of either, to the survivor.
NOW, THEREPORE, for and in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged by each party hereto, and, also, in consideration of the love and affection that each of said parties bears for the other, it is hereby agreed that in the event of the death of
said Harold D. Throop while said Jane E. Throop survives then the whole of said community property now owned together with all other community
property, real or personal, that may hereafter be acquired, shall at once vest in said.
Jane E. Throopin fee simple; and in the event of the death of said
Jane E. Throop. while the said Rarold D. Throop. survives then the whole of said community property now owned together with all other community
property, real and personal, that may hereafter be acquired, shall at once vest in said.
Harold D. Throopin fee simple.
IN WITNESS WHEREOF, the said Herold-D. Throop
andhave hereunto set their hands and seals the day and date first above written.
Signed, Sealed and Delivered in the Presence of
Y Marie Branswer Though (SEAL)  VM (SEAL)  And E Theory (SEAL)
STATE OF WASHINGTON,  SS.
County ofClark
This is to certify that on thislithday ofNovember, 19-67., before me
Rouglas M. Ray a Notary Public in and for the State of Washington
duly commissioned and sworn, personally came. Harold D. Throop
and
Notary middle for the State of Washington residing at Vancouver
Survey Carting Dock 355
This blank is guaranteed against successful alteration, which guaranty is instured in LLOYD'S, tendon - Pat. Fend - Pending to Legal Blank Co., Scattle. (Community Interest Agreement) Form (Inc. 6).

EXHIBIT "C"

## G 576144 Agreement as to Status of Community Property

783530

## After Death of One of the Spouses

电子 医隐性性病 医电流流性 经收益	nent, made and entered into thisL4thday_ofNovember, 1967
by and between	Harold D. Throop
ınd	Jane E. Throop , husband and wife
esiding in	ClarkCounty, State of Washington.
and are desirous th	That whereas the said parties hereto are owners of certain community property hat said property, together with all other community property, either real or percreafter be acquired, shall pass, without delay or expense, upon the death of either
s hereby acknowled hat each of said p	ORE, for and in consideration of the sum of One (\$1.00) Dollar, the receipt of whic edged by each party hereto, and, also, in consideration of the love and affectio parties bears for the other, it is hereby agreed that in the event of the death o
aid curvives then the 1	Harold D. Throop while said Jane E. Throop whole of said community property now owned together with all other community
property, real or p	ersonal, that may hereafter be acquired, shall at once vest in said
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urvives then the r	whole of said community property now owned together with all other communi
property, real and	personal, that may hereafter be acquired, shall at once vest in said
	Harold D. Throopin fee simple.
and the state of t	
IN WITNESS W	VHEREOF, the saidHerold-DThroop
	Jane E. Throop have hereunto set their hand
ina seais the day t	and date first above written.
	: [12] : [12] : [12] : [13] : [13] : [13] : [14] : [14] : [14] : [14] : [14] : [14] : [15] : [16] : [16] : [16
Signed, Sealed at	nd Delivered in the Presence of
Signed, Sealed an	nd Delivered in the Presence of Seasth 1) Thrat (SEAL
Signed, Sealed an	nd Delivered in the Presence of  Bremseld Seal Show Enthropy (SEAL
Signed, Sealed an	nd Delivered in the Presence of  Bremsell  Cussell  Case E. Throup (SEAI
¥masi ¥N.A.	Esterman Therold Dhow (SEAT Currell ) Jane E. Throop (SEAT
¥masi ¥N.A.	E. B. remmen) Herold Moral (SEAT CURSELL ) James E. Throup (SEAT MINGTON,
Y Mas.: Y N. A.: STATE OF WASH	Esterman Therold Dhow (SEAT Currell ) Jane E. Throop (SEAT
YMas: XXIII STATE OF WASH	E. B. remnes)   Herself   Howel (SEAT GENTLES   SEAT SINGTON, SS.
Y Mas :  STATE OF WASH  County of	E. B. remnes)   Herself   Howel (SEAL CINCTON, SS.  Clark   Seal Clark
YMas: XXIII STATE OF WASH	E. B. remnes)   Herself   Howel (SEAL CINCTON, SS.  Clark   Seal Clark
STATE OF WASH	E. B. remnes)   Herself   Howel (SEAL CINCTON, SS.  Clark   Seal Clark
STATE OF WASH	E. B. remseld   Moral (SEAL CINGTON,  SS.  Clark  that on this lith day of November 19-67, before n  Rey a Notary Public in and for the State of Washington
STATE OF WASH	E. Throop husband and wife, to me known to be the individua who executed the within instrument, and acknowledged to me that they signed and such a su
STATE OF WASH	E. Throop husband and wife, to me known to be the individua who executed the within instrument, and acknowledged to me that they signed and such a su
STATE OF WASH	E. Throop husband and wife, to me known to be the individua who executed the within instrument, and acknowledged to me that they signed and official seal the day and year in this certificate first above written.
STATE OF WASH	Clark  that on this 14th day of November 19-67, before n  Rey a Notary Public in and for the State of Washington  and sworn, personally came Harold D. Throop  La Throop husband and wife, to me known to be the individual who executed the within instrument, and acknowledged to me that they signed in the case and purposes there with an and official seal the day and year in this certificate first above written.
STATE OF WASH	E. Throop husband and wife, to me known to be the individua who executed the within instrument, and acknowledged to me that they signed and official seal the day and year in this certificate first above written.

79 09040043

THIS CONTRACT, made and entered into this

### REAL ESTATE CONTRACT

August, 1979

Sec. 61, see Aid. No ... June S. Sparks Clarif Chinay Treasurer

Rept. #/9728/ Date 9-4-7

Ch. 11 Rev. Lave 1051

Harold Throop and Jane Throop, husband and wife

Deputy

hereinafter called the "seller," and Lincoln Wolverton and Joan Wolverton, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following County, State of Washington: described real estate, with the appurtmances, in Clark

That portion of the West half of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian in Clark County, Washington, lying Easterly of the La Center North Fork Road described as follows:

Beginning at a point on the South line of said Northeast quarter where it intersects the centerline of the La Center North Fork Road; thence East along said South line 400 feet to the Southeast corner of that certain tract of land deeded to the Town of La Center by deed dated June 9, 1952, and recorded June 17, 1952, under Auditor's File No. G 104936, said Southeast corner being the true point of beginning; thence continuing East to the East line of the West half of the Northeast quarter; thence North along said East line to the centerline of the La Center North Fork Road; thence Southwesterly along said centerline to a point due North of the point of beginning (said point being the Northeast corner of the Town of La Center tract as described under Auditor's File No. G 104936); thence South to the point of beginning. EXCEPT any portion lying within the La Center North Fork Road. ALSO EXCEPT the South 20 feet of said premises.



The terms and conditions of this contract are as follows: The purchase price is Three Thousand and no/100-) Dollars, of which \_\_\_\_\_(\$ 3,000.00 -(s nil ) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Fifty and no/100-----(\$ 50.00 ) Dollars, , 19 79, or more at purchaser's option, on or before the lst day of September and Fifty and no/100-----(\$ 50.00 ) Dollars, or more at purchaser's option, on or before the lst day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price eight per cent per annum from the 4th day of Angust September , 19 79, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. at the rate of All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

U D ALL TON O ωı 0

087

As referred to in this contract, "date of closing" shall be.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate instruct to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller sheeft, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The nurchaser agrees that full instantion of all the said of t

the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant respecting the condition of any improvements or repairs unless the covenant or agreement relied on is contained herein or in writing and attached to and made a part, of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part, thereof for public use; and agrees that no such damage, destruction or taking shall thereon, and of the taking of said real estate or any part of said real estate is taken for public use, the portion of the condemnation award or a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award or remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein, unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction damaged against, the proceeds of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of classics.

purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Prometer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and

c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

110717 Ec Onac

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(1) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and

deliver to purchaser a statutory warranty

deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

easement of record

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(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services formished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any

might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate shall be forfeited to the seller as liquidated damages, and the seller shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller family postage and provided in any judgment or decree entered in such suit.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Thould Moror	(SEAL)
Harold Throop	(SEAL)
Jane Throop	(SEAL)
Lincoln Wolverton	(SEAL
Joan Wolverton	

STATE OF WASHINGTON,

Clark County of

On this day personally appeared before me Harold Throop and Jane Throop

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that

signed the same as their they

free and voluntary act and deed, for the uses and purposes

therein mentioned.

GIVEN under my hand and official seal this

Notary Public in and for the State of

Vancouver



ATICOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

THIS SPACE RESERVED FOR RECORDER'S USE

FIRED FOR TATIFORM Ploneor National Tille Incurance Co.

SEP 4 11 06 AM '79

AUDITOR RON DOTZAUER

0

# OMPANY ate Excise Tax

Ch. 11 Rev. Laws 1951

\$8.00 has been paid

Filed for Record at Request of cpt. # 90096 Date 4-12-7

Sec. 61, see Ald. No. Mail **Dorothy Carlson** 

Clark County Treasurer Name Earl Jackson By 6. Frankli

City and State. Battle Ground, Wash. 98604

G 572300

FALLY FOR RECORD

....... TRANSAMERICA TITLE INS. CO.

APR 12 6 53 AM 1/1

LUMITOR DON BORKER

Form 467- 1-REV

## Statutory Warranty Deed

BESSIE McCUTCHEON, a widow THE GRANTOR

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration HAROLD THROOP and JANE THROOP, husband and wife, in hand paid, conveys and warrants to

the following described real estate, situated in the County of Clark

, State of



Beginning at a point 20 rods South of Northeast corner of Southeast quarter of Northeast Quarter (SE1 of NE1) of Section 34, Township five (5) North, Range One (1) East of the Willamette Meridian, and running thence West 80 rods; thence South 50 rods; thence East 80 rods; and thence North 50 rods to point of beginning.

EXCEPTING a strip of land 20 ft. wide along the South line of said tract, for road purposes;



ALSO, Beginning at the Southeast corner of Northeast quarter of said Section 34, and running thence North 10 rods; thence West 80 rods; thence South 10 rods, and thence East 80 rods to point of beginning.

That portion of the West Half  $(W_2^1)$  of the Northeast quarter  $(NE_2^1)$  of Section 34, Township Five (5) North of Range One (1) East of the Willamette Meridian, Lying easterly of the county road, containing approximately  $2\frac{1}{2}$  acres more or less.



Dated this

13th

day of July

.1967.

STATE OF WASHINGTON,

County of

On this day personally appeared before me Bessie McCutcheon, a widow

to me, known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that is signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

13th

GIVEN under my hand and official seal this

, 19 67.

Notary Public in and for the State of Washington, residing at Battle Ground, therein.

515136

#### COMMUNITY PROPERTY AGREEMENT

This agreement, made and entered into this 8th day of June 1960, by and between Fraser B. McCutcheon and Bessie A. McCutcheon, husband and wife, residing at LaCenter, in Clark County, Washington.

Witnesseth: That in consideration of the relationship of husband and wife and the love and affection that each of the said parties has for each other, it is hereby agreed by and between them, that the whole of the community property, now owned by them, both real and personal, of whatever kind or nature, and wherever situated, or such community property as may hereafter be acquired by them, in case of the death of the said Fraser B. McCutcheon while the said Bessie A. McCutcheon survives, the whole of such community property shall immediately vest in Bessie A. McCutcheon in fee simple, and in the event of the death of the said Bessie A. McCutcheon, leaving the said Fraser B. McCutcheon surviving her, then the whole of said community property shall immediately vest in the said Fraser B. McCutcheon in fee simple.

We, and each of us, do hereby declare that all of the property now owned by us or standing in the name of either of us is community property, and it is the will and intention of both the parties hereto, that all of said property shall be community property in accordance with the laws of the State of Washington.

In Witness Whereof, the parties hereto have hereunto set their hands the day and year first above written.

Frase & Ma Cutation

Bissie A Mc Cutcheon

STATE OF WASHINGTON

County of Clark (

THIS IS TO CERTIFY that on this 8th day of June 1960, before me, the undersigned Notary Public duly commissioned and sworn, personally came Fraser B. McCutcheon and Bessie A. McCutcheon, husband and wife to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND and official seal the day and year in this certificate first above written.

Notary Public in and

Notary Public in and for the State of Washington, residing at LaCenter, therein. My Commission expires:

Recorded July 15, 1960 at 3:22 P.M. By Earl W. Jackson Bruce Worthington, County Auditor

Bk.518,Pg.124

#### G72301 Varranty deed

THE GRANTORS, W. D. Stephens and Cora B. Stephens, husband and wife, for and in consideration of the sum of Ten (\$10.00)

Dollars in hand paid, convey and warrant unto Boone McCutcheon and McCutcheon, husband and wife, the grantees, the following described real estate, situated in the County of Clark, State of Washington:

That portion of the West Half (W1) of the Northeast Cuarter (NE1) of Section Thirty-four (34), Township Five (5) North of Range One (1) East of the Willamette Meridian, lying easterly of the county road, containing approximately 21 acres more or less.

IN WITNESS WHEREOF the grantors have hereunto set their hands this the 24th day of May, 1950.

STATE OF WASHINGTON )
County of Clark )

On this day personally appeared before me W. D. Stephens and Cora B. Stephens, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary acknowledged, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of May,

Noticy Public in and for the State of Vashington, residing at Jancouve therein.

Recorded Mar.16,1951 et 5:03 P.M., by Fletcher-Daniels Abst. Co., Glyde L.Bittner, County Auditor. Bk.552,Pg.173

Frantes addiess:

#### WARRANTY DEED

THE GRANTORS, Boone McCutcheon and Bessie McCutc son, husband and wife, in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, receipt who rect is hereby acknowledged, do hereby convey and warrant unto the Town of La Center, a municipal corporation of the State of Washington, grantee, all of the following described real property situate in Clark County, Washington, to-wit:



That portion of the Southwest Quarter of the Northeast Quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point on the south line of said quarter-section where it intersects the center line of the County Road known as the North Fork Road; thence east along the said south line 300 feet to the true point of beginning; thence, east 100 feet; thence north to the center line of said road; thence southwesterly along the center line of said road to a point due north of the true point of beginning and thence south to the true point of beginning.

IN WITNESS AMEREOF the grantors have hereunto set

their hands this 9 \_day of \_ June \_\_ Ch. 11 Rev. Laurs 1951 Reel Estate Excise Tax



Ropt # 5/3/ Date 6/17 Eva King Burgett

STATE OF WASHINGTON )

County of Clark

SS.

On this day before me personally a geared Booné McCutcheon, and Bessie McCutcheon, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

W. Huw

Notary Public for Massington, residing at Vancouven, therein.

Ned Hall, Attorney at Law, 101 West Sixth St. Vancouver, Washington.

or Mashington, residing at V La Center

Recorded June 17, 1952 at 3:14 P.M., by Fletcher-Daniels Abst. Co., Clyde L.Bittner, County Auditor.