



<b>Parcel #</b>	258968000	<b>Owner</b>	Rjr Enterprises LLC
<b>Ref Parcel</b>		<b>Owner Address</b>	1935 Samco Rd Ste 102 Rapid City SD 57702
<b>Site Address</b>	WA 98629	<b>Market Total Value</b>	\$19,113.00
<b>Lot Size</b>	0.15 Acres (6,534 SqFt)	<b>Assessed Total Value</b>	\$19,113.00
<b>Building Area</b>		<b>Year Built</b>	
<b>School District</b>	La Center	<b>Sale Date</b>	07/01/2019
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	\$200,000.00
<b>Bedrooms</b>		<b>Subdivision</b>	
<b>Bathrooms</b>		<b>Land Use / Land Use Std</b>	990 - Vacant / VMSC - Vacant Misc
<b>Legal</b>	#106 SEC 34 T5N R1EWM .15A		



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.

**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

**When recorded return to:**

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

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

1499 SE Tech Center Pl, 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

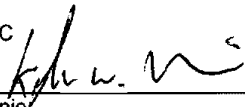
Subject to:


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

**STATUTORY WARRANTY DEED**  
(continued)

Dated: June 24, 2019

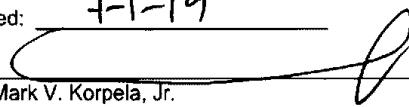
KT West, LLC

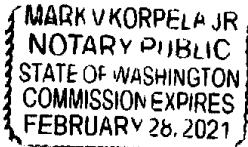
BY:   
Kyle Muonio  
Member

BY:   
Tyrel Koistinen  
Member

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: 7-1-19  
  
Mark V. Korpela, Jr.  
Notary Public in and for the State of Washington  
Residing at: Woodland, WA  
My appointment expires: February 28, 2021



**EXHIBIT "A"**  
Legal Description

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

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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

**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.

**EXHIBIT "B"**  
Exceptions

1. 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
3. 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
4. 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
5. 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

5577129 AGR

Total Pages: 15 Rec Fee: \$113.00  
eRecorded in Clark County, WA 01/10/2019 03:54 PM  
WFG CLARK COUNTY-RESWARE  
SIMPLIFILE LC E-RECORDING

After recording return to:  
Scott W. Swindell, attorney at Law  
205 E. 11<sup>th</sup> Street  
Suite 102  
Vancouver, WA 98660

Please print legibly or type information.

Document Title(s)	AGREEMENT
Grantor(s)	JVW INVESTMENTS, LLC , a Washington Limited Liability Company  _____ Additional Names on Page _____ of Document
Grantee(s)	KT WEST, LLC, a Washington Limited Liability Company  _____ Additional Names on Page _____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) # 51, # 50, # 106, Sec 34, T5N R 1E	Complete Legal Description on Page _____ of Document
Auditor's Reference Number(s)	WFG National Title submits this document for recordation as a courtesy, for physical convenience only WFG National Title has not examined this document for its validity, sufficiency or effect, if any, upon title to the real property herein described.
Assessor's Property Tax Parcel/Account Number(s)	258914-000 , 258913-000 & 258968-000
The Auditor/Recorder will rely on the information provided on this cover sheet. The Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.	
Signature of Requesting Party(required for non-standard recordings only) GPCOVST. Doc rev4/02	

When Recorded Return To:

Scott W. Swindell, Attorney at Law, P.C.  
205 E. 11<sup>th</sup> Street, Suite 102  
PO Box 264  
Vancouver, WA 98666-0264

## **BOUNDARY LINE AGREEMENT**

Grantor: JVV Investments, LLC  
Grantee: KT West, LLC  
Legal Description (abbreviated): #51, #50, #106 Sec 34 T5N R1E  
Additional legals on pages: 4-8  
Assessor's Parcel Nos.: 258914-000, 258913-000 & 258968-000  
Reference Nos. of Documents Released or Assigned: N/A

### **PARTIES:**

1. **JVV Investments, LLC**, a Washington limited liability company ("JVV")
2. **KT West, LLC**, a Washington limited liability company ("KT West")

### **RECITALS:**

A. JVV is the owner of that certain parcel of real property located in Clark County, Washington (the "JVV Property"), Tax Parcel No. 258914-000. A legal description of the JVV Property is contained within the attached Exhibit A (Tax Lot #51).

B. KT West is the owner of those certain parcels of real property located in Clark County, Washington (the "KT West Properties"), Tax Parcel Nos. 258913-000 and 258968-000. Legal descriptions of the KT West Properties are contained within the attached Exhibit B (Tax Lot #50) and Exhibit C (Tax Lot #106).

C. The JVV Property and the KT West Properties share a common boundary line.

D. The Parties desire to adjust their common boundary line and, accordingly, enter into this Agreement in order to do so.

**BOUNDARY LINE ADJUSTMENT AGREEMENT – 1**  
[Clients\Wolverton\RP\BLA1]



E. It is the intention of the parties that these Recitals be and are a part of this Agreement.

F. This Boundary Line Adjustment Agreement is being executed simultaneously and in conjunction with that certain Boundary Line Adjustment Agreement between JVV Investments, LLC, a Washington limited liability company, and Chinookan, LLC, a Washington limited liability company.

**AGREEMENT:**

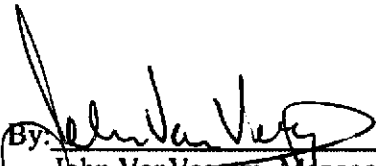
1. JVV will, simultaneously with the execution of this Boundary Line Adjustment Agreement, also execute a Statutory Quit Claim Deed whereby it will convey to KT West the real property described on the attached Exhibits D and E.


2. The new legal description of the JVV Property ("Boundary Line Adjusted Tax Lot #51") is contained on the attached Exhibit F.

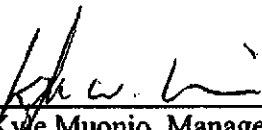
3. The new legal descriptions for the KT West Properties are contained on the attached Exhibit G ("Boundary Line Adjusted Tax Lot #50") and Exhibit H ("Boundary Line Adjusted Tax Lot #106").

JVV Investments, LLC

KT West, LLC

By:   
John Van Vessum, Manager  
Dated: 12/28/2018

By:   
Tyrel Koistinen, Manager  
Dated: 10-16-18

By:   
Kyle Muonio, Manager  
Dated: 10/17/2018

E. It is the intention of the parties that these Recitals be and are a part of this Agreement.

F. This Boundary Line Adjustment Agreement is being executed simultaneously and in conjunction with that certain Boundary Line Adjustment Agreement between JVV Investments, LLC, a Washington limited liability company, and Chinookan, LLC, a Washington limited liability company.

**AGREEMENT:**

1. JVV will, simultaneously with the execution of this Boundary Line Adjustment Agreement, also execute a Statutory Quit Claim Deed whereby it will convey to KT West the real property described on the attached Exhibits D and E.


2. The new legal description of the JVV Property ("Boundary Line Adjusted Tax Lot #51") is contained on the attached Exhibit F.

3. The new legal descriptions for the KT West Properties are contained on the attached Exhibit G ("Boundary Line Adjusted Tax Lot #50") and Exhibit H ("Boundary Line Adjusted Tax Lot #106").

JVV Investments, LLC

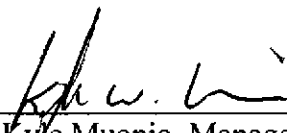
KT West, LLC

By: \_\_\_\_\_  
John VanVessem, Manager

By:  \_\_\_\_\_  
Tyrel Koistinen, Manager

Dated: \_\_\_\_\_

Dated: 10-16-18

By:  \_\_\_\_\_  
Kyle Muonio, Manager

Dated: 10/17/2018



## **EXHIBIT A**

### **Boundary Line Adjustment Agreement APN 258914-000 (Tax Lot #51)**

Beginning at a point where the North line of the Southeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian intersects with the centerline of North Fork Road. Thence running along the North line of said Southeast quarter of Section 34 to the Northeast corner of said Southeast quarter; thence North 400 feet; thence West 60 feet; thence South 380 feet; thence West parallel with the Northerly line of said Southeast quarter to the center of said North Fork Road; thence following along centerline of said road to the true point of beginning.

## **EXHIBIT B**

**Boundary Line Adjustment Agreement  
APN 258913-000 (Tax Lot #50)**

**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 .**

## EXHIBIT C

### Boundary Line Adjustment Agreement APN 258968-000 (Tax Lot #106)

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  $88^{\circ}04'20''$  East along said South line 400.00 feet; thence North  $01^{\circ}55'40''$  East at right angles to said South line 20.00 feet to the true point of beginning; thence continuing North  $01^{\circ}55'40''$  East 84.69 feet; thence South  $88^{\circ}04'20''$  East parallel to the South line of the Northeast quarter of said Section 34, a distance of 62.37 feet; thence South  $01^{\circ}55'40''$  West 84.69 feet to a point 20.00 feet North of the South line of the Northeast quarter of Section 34; thence North  $88^{\circ}04'10''$  West parallel to said South line 62.37 feet to the true point of beginning.

## **EXHIBIT D**

### **Boundary Line Adjustment Agreement Portion of Tax Lot #51 to Tax Lot #50**

#### **PORTION OF TAX LOT #51 TO TAX LOT #50 (0.04 ACRES):**

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" 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, 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. G 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 20.00 feet to the Southwest corner of the "Scheuble Tract" as described under Clark County Auditor's File No. 5376889;

Thence South 88° 04' 20" East, 100.00 feet to the Southeast corner of said "Scheuble Tract";

Thence South 01° 55' 40" West, 20.00 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

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

# BROWN

SURVEYING PLLC

Exhibit "E"

December 27, 2018

LEGAL DESCRIPTION  
FOR  
TY KOISTINEN



**PORTION OF TAX LOT #51 TO TAX LOT #106 (0.03 ACRES):**

A 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

TOGETHER WITH and SUBJECT TO easements and restrictions of record.



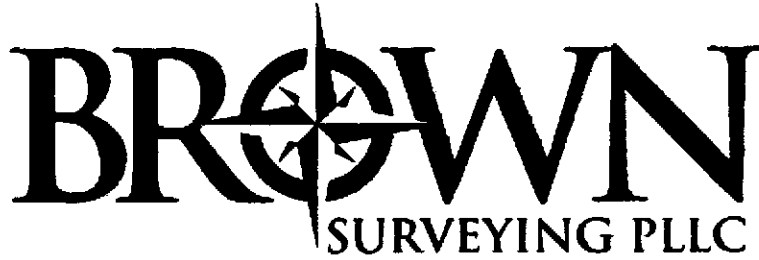


Exhibit "F"

December 27, 2018

**LEGAL DESCRIPTION  
FOR  
TY KOISTINEN**

**PORTION OF BOUNDARY LINE ADJUSTED TAX LOT #51 (0.21 ACRES):**

A 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  $88^{\circ} 04' 20''$  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  $88^{\circ} 04' 20''$  East, along said South line, 462.37 feet to the True Point of Beginning;

Thence continuing along said South line, South  $88^{\circ} 04' 20''$  East, 462.17 feet to the East right of way line of East Gaither Ave. as shown in Book 311 of Plats, page 203, Clark County Auditor's Records;

Thence along the arc of a 20.00 foot radius curve to the right, (the radial bearing of which is North  $43^{\circ} 20' 15''$  East) through a central angle of  $63^{\circ} 03' 49''$ , for an arc distance of 22.01 feet to a point on the North line of the "Rashford Tract" as described under Clark County Auditor's File No. G 78548;

Thence along the North line of said "Rashford Tract", North  $88^{\circ} 04' 20''$  West, 456.03 feet to the Southeast corner of the "Town of La Center Tract" as described under Clark County Auditor's File No. 8508300112;

Legal Description for Ty Koistinen

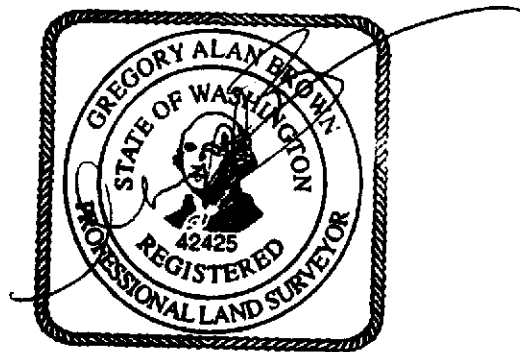
**PORTION OF BOUNDARY LINE ADJUSTED TAX LOT #51 (0.21 ACRES)**

December 27, 2018

Page 2

Thence South 01° 55' 40" West, 20.00 feet to the True Point of Beginning

TOGETHER WITH and SUBJECT TO easements and restrictions of record.



12-27-2018

## EXHIBIT G

### Boundary Line Adjustment Agreement (Adjusted Tax Lot #50)

#### **BOUNDARY LINE ADJUSTED TAX LOT #50 (0.30 ACRES):**

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  $88^{\circ}04'20''$  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  $88^{\circ}04'20''$  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. G 72302 and the True Point of Beginning;

Thence North  $01^{\circ}55'40''$  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  $71^{\circ}23'09''$  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  $14^{\circ}51'20''$ , 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  $01^{\circ}55'40''$  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  $88^{\circ}04'20''$  West, 100.00 feet to the True Point of Beginning

EXCEPT County Roads

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

## EXHIBIT H

### Boundary Line Adjustment Agreement (Adjusted Tax Lot #106)

#### **BOUNDARY LINE ADJUSTED TAX LOT #106 (0.36 ACRES):**

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  $88^{\circ}04'20''$  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  $88^{\circ}04'20''$  East, along said South line, 400.00 feet to the True Point of Beginning;

Thence continuing along said South line, South  $88^{\circ}04'20''$  East, 524.54 feet to the East right of way line of East Gaither Ave. as shown in Book 311 of Plats, page 203, Clark County Auditor's Records;

Thence along the arc of a 20.00 foot radius curve to the right, (the radial bearing of which is North  $43^{\circ}20'15''$  East) through a central angle of  $63^{\circ}03'49''$ , for an arc distance of 22.01 feet to a point on the North line of the "Rashford Tract" as described under Clark County Auditor's File No. G 78548;

Thence along the North line of said "Rashford Tract", North  $88^{\circ}04'20''$  West, 456.03 feet to the Southeast corner of the "Town of La Center Tract" as described under Clark County Auditor's File No. 8508300112;

Thence North  $01^{\circ}55'40''$  East, 84.69 feet to the Northeast corner of said "Town of La Center Tract",

Thence North  $88^{\circ}04'20''$  West, 62.37 feet to the Northwest corner of the "Town of La Center Tract"

Thence South  $01^{\circ}55'40''$  West, 104.69 feet to the True Point of Beginning

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

# EXHIBIT SKETCH

IN THE SE 1/4 AND SW 1/4  
OF THE NE 1/4 OF  
SECTION 34, T5N, R1E, W.M.  
CITY OF LA CENTER,  
CLARK COUNTY, WA.

# \*PROPOSED CONDITIONS\*

PAGE 1 OF 2



0 200 300 400  
SCALE 1 INCH = 200 FEET

NE NORTH FORK AVE

CHINOOKAN, LLC  
TAX LOT 36  
24.62 ACRES M/L BEFORE BLA  
24.44 ACRES M/L AFTER BLA

KT WEST, LLC  
TAX LOT 106  
0.12 ACRES BEFORE BLA  
0.15 ACRES AFTER BLA

KT WEST, LLC  
TAX LOT 50  
0.26 ACRES BEFORE BLA  
0.30 ACRES AFTER BLA

CHINOOKAN, LLC  
AFN 5478109

CHINOOKAN, LLC  
TAX LOT 19  
3.54 ACRES M/L BEFORE BLA  
3.72 ACRES M/L AFTER BLA

VISTA MEW RIDGE AT SOUTHMEW  
HEIGHTS (310-782) PHASE 7A

JWV INVESTMENTS, LLC  
PORTION OF TAX LOT 51  
1.25 ACRES BEFORE BLA  
0.21 ACRES AFTER BLA

BLA = BOUNDARY LINE ADJUSTMENT  
M/L = MORE OR LESS

SCALE: 1"=200'  
JOB NO. 18-037  
DATE: 11-9-2018  
CALC BY: GAB  
DRAWN BY: GAB  
CHECKED BY: EVB

# BROWN

SURVEYING PLLC

PO BOX 414  
AMBOY, WA 98601  
360-600-0846  
ebrownsurveying@gmail.com

E. CAITHER AVE.

E. 24TH CIRCLE



8102-6-11

**5577128 D**

Total Pages: 4 Rec Fee: \$102.00  
eRecorded in Clark County, WA 01/10/2019 03:54 PM  
WFG CLARK COUNTY-RESWARE  
SIMPLIFILE LC E-RECORDING

**When Recorded Return To:**

Scott W. Swindell, Attorney at Law, P.C.  
205 E. 11<sup>th</sup> Street, Suite 102  
P. O. Box 264  
Vancouver, WA 98666-0264

**STATUTORY WARRANTY DEED**

Grantor: JVV Investments, LLC  
Grantee: KT West, LLC  
Legal Description (abbreviated): #51, #50, #106 Sec 34 T5N R1E  
Additional legal on pages \_\_\_\_  
Assessor's Parcel Nos.: 258914-000, 258913-000, 258968-000

**FROM: JVV Investments, LLC, a Washington limited liability company ("Grantor")**

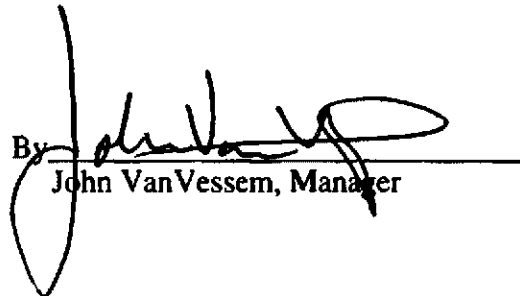
**TO: KT West, LLC, a Washington limited liability company ("Grantee")**

For valuable consideration, in hand paid, Grantor hereby conveys and warrants to Grantee all of its right, title, and interest in and to the following described real property, situated in the County of Clark, State of Washington:

See Exhibits A and B attached hereto and incorporated by this reference.

DATED this 16<sup>th</sup> day of October, 2018.

JVV Investments, LLC

By   
John VanVessem, Manager

WFG National Title submits this document for recordation as a courtesy, for physical convenience only WFG National Title has not examined this document for its validity, sufficiency or effect, if any, upon title to the real property herein described.

**STATUTORY WARRANTY DEED - 1**

[SWS\Clients\Wolverton\RPDDeed1]

STATE OF WASHINGTON )

County of Clark ) : ss.

I certify that I know or have satisfactory evidence that John VanVessem is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of JVV Investments, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16<sup>th</sup> day of October, 2018.

Notary Public  
State of Washington  
SUE NOLAN  
My Appointment Expires July. 15. 2020

*Sue Nolan*  
NOTARY PUBLIC FOR WASHINGTON  
My appointment expires: 7-15-2020

STATUTORY WARRANTY DEED - 2  
[SWS\Clients\Wolverton\RP\Deed 1]

## **EXHIBIT A**

### **PORTION OF TAX LOT #51 TO TAX LOT #50 (0.04 ACRES):**

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" 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, 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. G 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 20.00 feet to the Southwest corner of the "Scheuble Tract" as described under Clark County Auditor's File No. 5376889;

Thence South 88° 04' 20" East, 100.00 feet to the Southeast corner of said "Scheuble Tract";

Thence South 01° 55' 40" West, 20.00 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

**TOGETHER WITH and SUBJECT TO easements and restrictions of record.**



# BROWN

SURVEYING PLLC

Exhibit "B"

December 27, 2018

LEGAL DESCRIPTION  
FOR  
TY KOISTINEN



**PORTION OF TAX LOT #51 TO TAX LOT #106 (0.03 ACRES):**

12-27-2018

A 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

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

**5494738 D**

Total Pages: 4 Rec Fee: \$77.00  
eRecorded in Clark County, WA 03/14/2018 10:33 AM  
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:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

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

Escrow No.: 622-97405

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Brian Scheuble and Heather Rene Scheuble, 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 lots #106, 50, and 47 Section 34, Township 5 North, Range 1 East

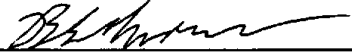
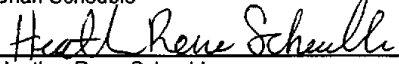
Tax Parcel Number(s): 258910-000, 258913-000, 258968-000,

Subject to:

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

STATUTORY WARRANTY DEED  
(continued)

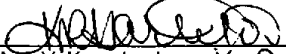
Dated: March 1, 2018

  
\_\_\_\_\_  
Brian Scheuble  
  
\_\_\_\_\_  
Heather Rene Scheuble

State of WASHINGTON  
County of CLARK

I certify that I know or have satisfactory evidence that Brian Scheuble and Heather Rene Scheuble 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: 3/8/18

  
\_\_\_\_\_  
Mark V. Korpela, Jr. K.R. Harteloo  
Notary Public in and for the State of Washington  
Residing at: ~~Woodland, WA~~ Vancouver WA  
My appointment expires: ~~February 28, 2021~~ 09/15/2019



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 258910-000, 258913-000 and 258968-000**

---

**PARCEL I:**

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°04'10" WEST PARALLEL TO SAID SOUTH LINE 62.37 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL II:**

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:**

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.

**EXHIBIT "B"**  
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Assessments, if any, levied by The City of La Center.
3. 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
4. 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  
Affects: portion of Parcel I and other property
5. 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
6. Rights of the public and any governmental agency to any portion of the Land lying within the area commonly known as  
  
North Fork Rd.

**5478109 D**

Total Pages: 4 Rec Fee: \$77.00

eRecorded in Clark County, WA 01/10/2018 03:57 PM

SCOTT W. SWINDELL, ATTORNEY AT LAW, P.C.

SIMPLIFILE LC E-RECORDING

When Recorded Return To:

Scott W. Swindell, Attorney at Law, P.C.

205 E. 11<sup>th</sup> Street, Suite 102

P. O. Box 264

Vancouver, WA 98666-0264

## STATUTORY QUIT CLAIM DEED

Grantor: Wolverton, Lincoln

Wolverton, Joan

Grantee: Chinookan, LLC

Legal Description (abbreviated): #19, #36, #46 Sec 34 T5N R1E

Additional legal on pages 2-4

Assessor's Parcel Nos.: 258898-000, 258903-000, 258909-000

**FROM: Lincoln Wolverton and Joan Wolverton, husband and wife ("Grantors")**

**TO: Chinookan, LLC, a Washington limited liability company ("Grantee")**

For valuable consideration, in hand paid, Grantors hereby convey and quit claim to Grantee all of their right, title, and interest in and to the following described real property, situated in the County of Clark, State of Washington:

PARCEL A:

BEGINNING at a point 20 rods South of the Northeast corner of the Southeast quarter of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence West 80 rods to the West line of the Southeast quarter of the Northeast quarter of said Section 34; thence South 50 rods; thence East 80 rods; thence North 50 rods to the Point of Beginning.

EXCEPT any portion lying within the East 60 feet of the South 400 feet of the Northeast quarter of said Section 34.

ALSO EXCEPT any portion lying within LaCenter North Fork Road.

STATUTORY QUIT CLAIM DEED - 1

[SWS\Clients\Wolverton\LLC\Deed]

PARCEL B:

BEGINNING at the Southeast corner of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence North 10 rods; thence West 80 rods to the West line of the Southeast quarter of the Northeast quarter; thence South 10 rods to the Southwest corner thereof; thence East 80 rods to the Point of Beginning.

ALSO that portion of the Southwest quarter of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, lying Southeasterly of the North Fork County Road.

EXCEPT the most Westerly 400 feet thereof as conveyed to the Town of LaCenter, by deeds recorded under Auditor's File Nos. G 72302 and G 104936.

ALSO EXCEPT that portion conveyed to N. R. Rashford, by deed recorded under Auditor's File No. G 78548, described as follows:

BEGINNING at the point where the North line of the Southeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, intersects the centerline of the County Road known as the North Fork Road; and running thence East along the North line of said Southeast quarter of said Section 34, to the Northeast corner of said Southeast quarter of said Section 34; thence North 400 feet; thence West 60 feet; thence South 380 feet; thence West on the line parallel with the Northerly line of said Southeast quarter of Section 34, to the center of said North Fork County Road; thence following the centerline of said County Road to the Point of Beginning.

EXCEPT 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 the centerline of the County Road known as North Fork Road; thence South  $88^{\circ}04'20''$  East along said South line 400.00 feet; thence North  $01^{\circ}55'40''$  East at right angles to said South line, 20.00 feet to the true point of beginning; thence continuing North  $01^{\circ}55'40''$  East 84.69 feet; thence South  $88^{\circ}04'20''$  East parallel to the South line of the Northeast quarter of said Section 34, a distance of 62.37 feet; thence South  $01^{\circ}55'40''$  West 84.69 feet to a point 20.00 feet North of the South line of the Northeast quarter of Section 34; thence North  $88^{\circ}04'20''$  West parallel to said South line 62.37 feet to the true point of beginning.

ALSO EXCEPT that portion of the Northeast quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described on Exhibit A attached hereto and incorporated by reference.





## EXHIBIT A

### PORTION OF TAX LOT 46 (0.12 ACRES):

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  $88^{\circ}04'20''$  W, 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  $88^{\circ} 04' 20''$  East, along said South line, 400.00 feet;

Thence North  $01^{\circ} 55' 40''$  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  $01^{\circ} 55' 40''$  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  $33^{\circ}28'11''$  West) through a central angle of  $16^{\circ}38'01''$ , 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  $09^{\circ}30'02''$ , for an arc distance of 30.68;

Thence leaving said centerline, South  $01^{\circ} 55' 40''$  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  $88^{\circ} 04' 20''$  West, 62.37 feet to the True Point of Beginning

EXCEPT County Roads.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

**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:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

1499 SE Tech Center Pl, 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.)

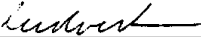
Tax lot #46 Section 34, Township 5 North, Range 1 East

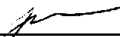
Tax Parcel Number(s): 258909-000,

Subject to:

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

Dated: September 14, 2017

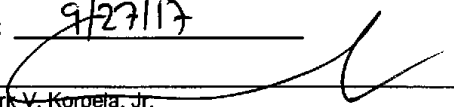
  
\_\_\_\_\_  
Lincoln Wolverton

  
\_\_\_\_\_  
Joan Wolverton

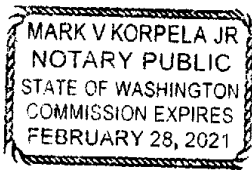
**STATUTORY WARRANTY DEED**  
(continued)

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: 9/27/17  


Mark V. Korpela, Jr.  
Notary Public in and for the State of Washington  
Residing at: Woodland, WA  
My appointment 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

1. Taxes and Assessments as they become due and payable.
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: Transmission of electric energy, including communication facilities  
Recording Date: June 21, 1948  
Recording No.: Book 446, Page 465  
Affects: blanket in nature
3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:  
  
In favor of: Lincoln Wolverton and Joan Wolverton  
Purpose: Easement for Ingress, Egress and Utilities  
Recording Date: 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:  
First American Title Insurance Company

*Space above this line for Recordors use only*

## 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;**

**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.

Clark Utility District No. 1 of Clark County

By: *Wayne Nelson*  
Name: Wayne Nelson  
Title: CEO/General Manager

STATE OF Washington )  
 )-ss  
COUNTY OF Clark )

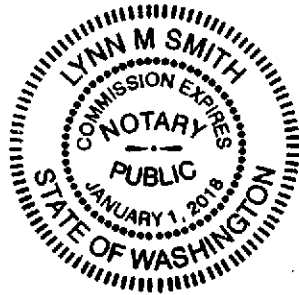
I certify that I know or have satisfactory evidence that **Wayne Nelson**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the **CEO/General 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: 1/31/17

*[Signature]*

Notary Public in and for the State of Washington

Residing at: *Portland, OR*  
My appointment expires: *1/1/18*





9403140417

Ch. 11 Re: Laws 1951

EXEMPT

And # 364330 Date 3-14-94  
For details of tax paid see

QUIT CLAIM DEED

Affid. # \_\_\_\_\_  
Doug Lisher  
Clark County Treasurer

The Grantor, TOWN OF LACENTER, a municipal corporation of the State of Washington, for and in consideration of mutual benefits conveys and quit claims to PUBLIC UTILITY DISTRICT NO. 1 OF 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:

03-14-94

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.

DATED this 9<sup>th</sup> day of March, <sup>1994</sup>~~1993~~.

THE TOWN OF LACENTER

By: Jack Wells

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 9<sup>th</sup> day of March, 1993. <sup>1994</sup>

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

J. K. Fillman  
Notary Public  
My appointment expires 3-12-95

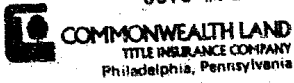
CLARK COUNTY  
P.U.D. OF CLARK COUNTY  
MAR 14 2 33 PM '94

ELIZABETH A. LUCE

957

Return to: Legal Dept  
Clark Public Utilities  
PO Box 8900  
Lanc WA 98668

03-14-94



THIS SPACE PROVIDED FOR RECORDER'S USE:

85 08300111

FILED FOR RECORD AT REQUEST OF

WHEN RECORDED RETURN TO

Name: Mr. & Mrs. Lincoln Wolverton

Address: Route 2, Box 8

City, State, Zip: LaCenter, WA 98629

Handwritten notes: 8:30 PM, 1977, and signature

Statutory Warranty Deed

Handwritten notes: 257050, 8:30 PM, and signature

Handwritten note: Rev 600

THE GRANTOR JANE THROOP, a widow

for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration

in hand paid, conveys and warrants to LINCOLN WOLVERTON and JOAN WOLVERTON, husband and wife

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

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 LaCenter 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 LaCenter 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 LaCenter tract as described under Auditor's File No. G 1049360; thence South to the point of beginning. EXCEPT any portion lying within the LaCenter North Fork Road. ALSO EXCEPT the South 20 feet of said premises.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 29, 1979, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on September 5, 1979, Rec. No. 197784 \$30.00

Dated Aug August 28, 1985

Jane Throop signature and name

FILED FOR RECORD CLARK CO. WASH CLARK COUNTY TITLE AUG 30 12 07 PM '85

AUDITOR DAVID MICHENER

STATE OF WASHINGTON COUNTY OF Clark ss.

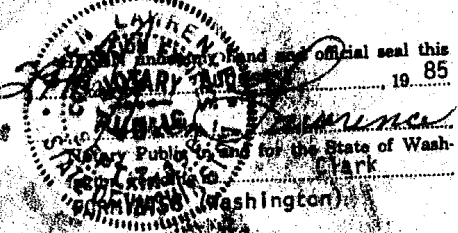
STATE OF WASHINGTON COUNTY OF ss.

On this day personally appeared before me Jane Throop to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared 290

and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington, residing at

FILED FOR RECORD  
DONALD GRANT  
90 APR 17 11 10 AM '17  
ELIZABETH FINNICE

RETURN ADDRESS

Donald G. Grant  
11807 NE 99th St, #1120  
Vancouver, WA 98682

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Affidavit in Support of  
Community Property Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

\_\_\_\_\_ Additional Reference #'s on page \_\_\_\_\_

GRANTOR(S)

Jane E. Purdy (Estate)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

Public  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Additional Grantees on page # \_\_\_\_\_

LEGAL DESCRIPTION (abbreviated form: i.e. lot,block,plat or section, township, range, quarter/quarter)

\_\_\_\_\_ Additional Legal is on page # \_\_\_\_\_

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

\_\_\_\_\_ 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.



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.

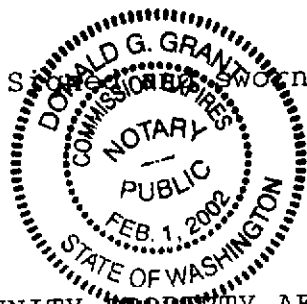
7. That the decedent left surviving him the following heirs:

- a. Lawrence Huffman, step-son
- b. Constance Weller, daughter
- c. Cheryl Boys, daughter

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

DATED this 17th day of April, 1998.

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



Sworn to before me this 17th day of April, 1998.

Donald G. Grant  
Notary Public for Washington  
My Commission Expires: 2/1/02

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 5, 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 NORTHERLY, 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.

VITAL RECORDS

CERTIFICATE OF DEATH

491

146-8

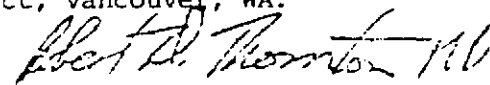
IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEM 5

1 LOCAL FILE NUMBER		2 SEX		3 DEATH DATE (MO DAY YR)		STATE FILE NUMBER	
1 NAME - FIRST MIDDLE LAST		4 RACE (WHITE, BLACK, AM. IND. ETC. SPECIFY)		5 AGE - LAST BIRTH (MO DAY YR)		8 BIRTHDATE (MO DAY YR)	
HAROLD DONALD THROOP		WHITE		61		CLARK	
10 CITY, TOWN OR LOCATION OF DEATH		11 PLACE OF DEATH		12 RECEIVED EMERGENCY CARE		17 WAS DECEDENT EVER IN U.S. ARMED FORCES? (YES/NO)	
LACENTER		13 BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME H. FORK & MAIN ST.		YES YES/NO		YES	
13 BIRTH STATE (IF NOT IN USA GIVE COUNTRY)		14 CITIZEN OF WHAT COUNTRY		15 MARRIED NEVER MARRIED WIDOWED, DIVORCED		16 SPOUSE (IF WIFE GIVE MAIDEN NAME)	
WASH.		U.S.		MARRIED		JANE E. SLOPER	
18 SOCIAL SECURITY NO		19 USUAL OCCUPATION (GIVE KIND OF WORK DONE DURING MOST OF WORKING LIFE EVEN IF RETIRED.)		20 KIND OF BUSINESS OR INDUSTRY			
541 16 0380		EMP. MACHINE OPERATOR & OWNER					
27 RESIDENCE - NUMBER AND STREET		22 CITY/TOWN, OR LOCATION		23 INSIDE CITY LIMITS? (YES/NO)		24 COUNTY	
H. FORK & MAIN ST.		LACENTER		YES		CLARK	
26 FATHER - NAME FIRST MIDDLE LAST		27 MOTHER - MAIDEN NAME FIRST, MIDDLE, LAST					
MELVIN THROOP		ETHEL BELK					
28 INFORMANT - NAME		29 MAILING ADDRESS		STREET OR RFD NO		CITY OR TOWN STATE ZIP	
JANE E. THROOP		H. FORK & MAIN ST. P.O. BOX 214		LACENTER, WASH.		98629	
30 BURIAL, CREMATION, REMOVAL OTHER (SPECIFY)		31 DATE (MO DAY YR)		32 CEMETERY/CREMATORY - NAME		33 LOCATION - CITY/TOWN, STATE	
BURIAL		MAY 16, 1982		WILLAMETTE NAT. CEMETERY		PORTLAND, OREGON	
34 FUNERAL DIRECTOR		35 NAME OF FACILITY		36 ADDRESS OF FACILITY			
James F. Brown		WOODLAND FUNERAL HOME WOODLAND, WASH.					
TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN				TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER			
37 TIME, DATE AND PLACE OF DEATH OCCURRED				41 ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND DUE TO THE CAUSE(S) STATED			
				Pathologist			
38 SIGNATURE AND TITLE				42 DATE SIGNED (MO DAY YR)			
X				5-19-82			
39 HOUR OF DEATH (24 HRS)				43 HOUR OF DEATH (24 HRS)			
				unknown AM			
40 NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (TYPE OR PRINT)				44 PRONOUNCED DEAD (MO DAY YR)			
				5-14-82			
45 HOUR PRONOUNCED DEAD (24 HRS)							
				0455			
46 NAME AND ADDRESS OF CERTIFIER - PHYSICIAN, MEDICAL EXAMINER OR CORONER (TYPE OR PRINT)							
A Hamilton MD Coroner 204 East 35th Vancouver WA 98663							
47 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (A), (B), and (C))							
Chronic obstruction pulmonary disease							
48 OTHER SIGNIFICANT CONDITIONS-CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATED TO CAUSE GIVEN ABOVE.							
49 AUTOPSY? (YES/NO)							
no							
50 WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (YES/NO)							
yes							
51 ACC, SUICIDE, HOM. UNDET. OR PENDING INVEST. (SPECIFY)							
52 INJURY DATE (MO DAY YR)							
53 HOUR OF INJURY (24 HRS)							
54 DESCRIBE HOW INJURY OCCURRED							
55 INJURY AT WORK? (YES/NO)							
56 PLACE OF INJURY - AT HOME, FARM, STREET, FACTORY OFFICE BLDG. ETC. (SPECIFY)							
57 LOCATION - STREET OR RFD NO, CITY/TOWN STATE							
58 REGISTRAR SIGNATURE							
X							
59 DATE RECEIVED (MO DAY YR)							
MAY 19 1982							
FOR STATE REGISTRAR USE ONLY							
ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE							

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

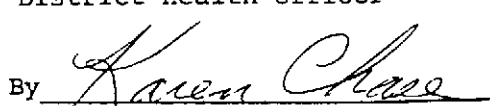
DSHS 9-150 (REV. 1-82)

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

By   
 EXHIBIT "B" 209



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 Jane E. Throop, husband and wife, residing in Clark County, 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, THEREFORE, 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. Throop in fee simple; and in the event of the death of said

Jane E. Throop while the said Harold 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. Throop in fee simple.

IN WITNESS WHEREOF, the said Harold D. Throop and Jane E. Throop have hereunto set their hands and seals the day and date first above written.

Signed, Sealed and Delivered in the Presence of

M. Marie Bremner, D. A. Russell

Harold D. Throop (SEAL), Jane E. Throop (SEAL)

STATE OF WASHINGTON,

SS.

County of Clark

This is to certify that on this 14th day of November, 1967, before me Douglas M. Ray a Notary Public in and for the State of Washington duly commissioned and sworn, personally came Harold D. Throop

and Jane E. Throop husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed 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.



Douglas M. Ray

Notary Public in and for the State of Washington residing at Vancouver

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 Jane E. Throop, husband and wife, residing in Clark County, 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, THEREFORE, 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. Throop in fee simple; and in the event of the death of said

Jane E. Throop while the said Harold 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. Throop in fee simple.

IN WITNESS WHEREOF, the said Harold D. Throop and Jane E. Throop have hereunto set their hands and seals the day and date first above written.

Signed, Sealed and Delivered in the Presence of

Marie Breuners, W.A. Russell, Harold D. Throop (SEAL), Jane E. Throop (SEAL)

STATE OF WASHINGTON,

SS.

County of Clark

This is to certify that on this 14th day of November, 1967, before me Douglas M. Ray a Notary Public in and for the State of Washington duly commissioned and sworn, personally came Harold D. Throop

and Jane E. Throop husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed 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 for the State of Washington residing at Vancouver Douglas M. Ray

James Carter JUN 2 2 37 PM '71 200 Box 388 Steadland

79 09040043 REAL ESTATE CONTRACT

Recd. State Excise Tax  
Ch. 11 Rev. Laws 1951  
\$ 30.00 has been paid  
Rcpt. # 197787 Date 9-4-79  
Sec. 61, see Atty. Gen.  
June S. Sparks  
Clark County Treasurer

THIS CONTRACT, made and entered into this 29th day of August, 1979  
between Harold Throop and Jane Throop, husband and wife  
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  
described real estate, with the appurtenances, in Clark County, State of Washington:

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.

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The terms and conditions of this contract are as follows: The purchase price is Three Thousand and no/100-----  
 -----(\$ 3,000.00 ) Dollars, of which  
 -----(\$ nil ) Dollars have  
 Nil-----  
 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,  
 or more at purchaser's option, on or before the 1st day of September, 19 79,  
 and Fifty and no/100-----(\$ 50.00 ) Dollars,  
 or more at purchaser's option, on or before the 1st 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  
 at the rate of eight per cent per annum from the 4th day of August September, 19 79,  
 which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.  
 All payments to be made hereunder shall be made at  
 or at such other place as the seller may direct in writing.

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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 insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to 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 or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is 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 constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award 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 from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding 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 closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER 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 Done

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(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.

(7) 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 furnished 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 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; and no waiver by the seller of any default on the part of the purchaser 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.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which 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, and also 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 suit.

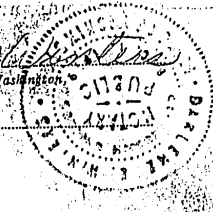
IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Harold Throop* (SEAL)  
Harold Throop  
*Jane Throop* (SEAL)  
Jane Throop  
*Lincoln Wolverton* (SEAL)  
Lincoln Wolverton  
*Joan Wolverton* (SEAL)  
Joan Wolverton

STATE OF WASHINGTON, }  
County of Clark } ss.

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  
**they** signed the same as **their** free and voluntary act and deed, for the uses and purposes  
therein mentioned.

GIVEN under my hand and official seal this 3rd day of August, 1979  
*Charles E. [Signature]*  
Notary Public in and for the State of Washington  
residing at Vancouver



Filed for Record at Request of

AFTER RECORDING MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS SPACE RESERVED FOR RECORDER'S USE.  
FILED FOR RECORD  
Pioneer National Title Insurance Co.  
SEP 4 11 06 AM '79  
AUDITOR  
RON DOTZAUER

6277

TITLE INSURANCE COMPANY Late Excise Tax

Ch. 11 Rev. Laws 1951

\$ 88.00 has been paid

Filed for Record at Request of Capt. # 90096 Date 4-12-71

Mail

Sec. 61, see A.C. No. \_\_\_\_\_

Name Earl Jackson Clark County Treasurer

By G. Franklin Deputy

City and State Battle Ground, Wash. 98604

G 572300

777501

FILED FOR RECORD

TRANSAMERICA TITLE INS. CO.

APR 12 8 53 AM '71

AUDITOR DON BONNER

Form 467- 1-REV

### Statutory Warranty Deed

THE GRANTOR BESSIE McCUTCHEON, a widow

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to HAROLD THROOP and JANE THROOP, husband and wife, the following described real estate, situated in the County of Clark, State of Washington:



Beginning at a point 20 rods South of Northeast corner of Southeast quarter of Northeast Quarter (SE $\frac{1}{4}$  of NE $\frac{1}{4}$ ) 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 $\frac{1}{2}$ ) of the Northeast quarter (NE $\frac{1}{4}$ ) 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.

*Bessie McCutcheon* (SEAL)

..... (SEAL)

STATE OF WASHINGTON, }  
County of } ss.

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 she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of July, 1967.

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

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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.

*Fraser B. McCutcheon*

*Bessie A. McCutcheon*

STATE OF WASHINGTON

County of Clark

ss.

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.



*M. Hill*

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

**C72301**  
**WARRANTY 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 Bessie 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 ( $W\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) 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 2 $\frac{1}{2}$  acres, more or less.

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

W. D. Stephens  
Cora B. Stephens

STATE OF WASHINGTON )  
County of Clark ) ss.

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 act and deed, for the uses and purposes therein mentioned.

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

J. Luther Langsdorf  
Notary Public in and for the State of Washington, residing at Vancouver therein.

Recorded Mar. 16, 1951 at 3:02 P.M., by Fletcher-Daniels Abst. Co.,  
Glyde L. Bittner, County Auditor.

