

Clark County Property Profile



VANCOUVER  
WASHINGTON



**CHICAGO TITLE Fidelity National Title**

TWO COMPANIES ONE UNITED TEAM

<b>Parcel #</b>	258922000	<b>Owner</b>	Stephens, Roni A Stephens, Mark E
<b>Ref Parcel</b>		<b>Owner Address</b>	208 NW 348th St La Center WA 98629 - 3206
<b>Site Address</b>	208 NE 348th St La Center WA 98629 - 3206	<b>Market Total Value</b>	\$573,314.00
<b>Lot Size</b>	6.70 Acres (291,852 SqFt)	<b>Assessed Total Value</b>	\$573,314.00
<b>Building Area</b>	3,248 SqFt	<b>Year Built</b>	1991
<b>School District</b>	La Center	<b>Sale Date</b>	07/10/2013
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	
<b>Bedrooms</b>	4	<b>Subdivision</b>	
<b>Bathrooms</b>	3	<b>Land Use / Land Use Std</b>	11 - Household, Single Family Units / RSFR - Single Family Residence
<b>Legal</b>	#59 SEC 34 T5N R1EWM 6.70A		



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.

**5411015 BLA**

Total Pages: 20 Rec Fee: \$92.00

Recorded in Clark County, WA 06/08/2017 03:15 PM

CARLEEN M STEPHENS

Excise #: 766982

After Recording

Return To:

Mark F. Stoker

Heurlin, Potter, Jahn, Leatham,

Holtmann & Stoker, P.S.

211 E. McLoughlin Blvd., Suite 100

Vancouver, WA 98663

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**BOUNDARY LINE ADJUSTMENT AGREEMENT**

Grantor/Grantee: Perry D. Stephens and Carleen M. Stephens, husband and wife

Grantee/Grantor: Mary Sue Rerick and Mark E. Stephens and Roni A. Stephens, husband and wife

Legal Description (abbreviated): #56 SEC 34 T5N R1EWM 22.29A; #110 SEC 34 T5N R1EWM 6A M/L; #39 SEC 34 T5N R1EWM; and #59 SEC 34 T5N R1EWM 6.25A

Assessors Tax Parcel ID #: 258919000, 258972000, 258906000, and 258922000

Reference No. of Document Released or Assigned:

This Boundary Line Adjustment Agreement is made this 8<sup>th</sup> day of June, 2017 by PERRY D. STEPHENS and CARLEEN M. STEPHENS, husband and wife ("Perry"), and MARY SUE RERICK ("Rerick") and MARK E. STEPHENS and RONI A. STEPHENS, husband and wife ("Mark").

**RECITALS**

- A. Perry owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 22.29 acres known as Tax Lot 56, Assessor's Parcel Number 258919000 and legally described on Exhibit A ("Tax Lot 56"); and
- B. Rerick owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6 acres known as Tax Lot 110, Assessor's Parcel Number 258972000 and legally described on Exhibit B ("Tax Lot 110"); and
- C. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately .8 acres known as Tax Lot 39, Assessor's Parcel Number 258906000 and legally described as a portion of Exhibit C ("Tax Lot 39"); and

- D. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6.25 acres known as Tax Lot 59 , Assessor's Parcel Number 258922000 and legally described on Exhibit D ("Tax Lot 59"); and
- E. A map of current Tax Lots 56, 110, 39 and 59 is attached hereto as Exhibit E.
- C. The parties wish to adjust the boundaries between the above described parcels in a manner that will continue to maintain the same number of parcels but will adjust the size and configuration of the same, but will not reduce any parcel below the minimum lot size required by the applicable zoning code.

**NOW THEREFORE**, the parties agree as follows:

1. The boundary lines currently for Tax Lot 56, Tax Lot 39 and Tax Lot 59 are hereby adjusted in order to provide for new boundary lines for the creation of the following described new parcels:

- a. Adjusted Tax Lot 56 is legally described in the attached Exhibit F;
- b. Adjusted Tax Lot 39 is legally described in the attached Exhibit G;
- c. Adjusted Tax Lot 59 is legally described in the attached Exhibit H; and
- d. A drawing of Adjusted Tax Lots 56, 39, 110 and 59 is attached as Exhibit I.

2. Mark hereby quitclaims and conveys unto Perry, their successors and assigns that portion of Tax Lot 59 and Tax Lot 39 necessary to create the new Adjusted Tax Lot 56 and Adjusted Tax Lot 39. Perry hereby quitclaims and conveys unto Mark his successors and assigns that portion of Lot 56 necessary to create the new Adjusted Tax Lot 59.

3. The boundary lines for Rerick's Tax Lot 110 will not change in any way.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.

5. This Agreement is done in accordance with RCW 58.17 et seq. and is expressly for the purpose of a boundary line adjustment and not the creation of a new lot.

6. The consideration for this Agreement is the adjustment of the boundary lines.

Executed on the date first above written.

  
\_\_\_\_\_  
PERRY D. STEPHENS

  
\_\_\_\_\_  
CARLEEN M. STEPHENS

BOUNDARY ADJUSTMENT AGREEMENT - 2

\_\_\_\_\_  
MARY SUE RERICK

\_\_\_\_\_  
MARK E. STEPHENS

\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  }ss.  
County of Clark         }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: 6-5-17

REGINA HOLMES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 15, 2018

*Regina Holmes*

Name (typed or printed): Regina Holmes  
NOTARY PUBLIC in and for the State of WA  
Residing at Clark County  
My appointment expires: May 15, 2018

STATE OF WASHINGTON }  
  }ss.  
County of Clark         }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3

Mary Sue Rerick  
MARY SUE RERICK

\_\_\_\_\_  
MARK E. STEPHENS

\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  }ss.  
County of Clark         }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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.

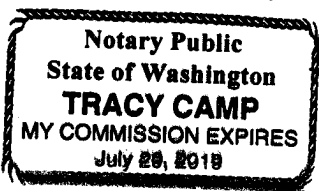
DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
  }ss.  
County of Clark         }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 2/16/17



Tracy Camp  
Name (typed or printed): TRACY CAMP  
NOTARY PUBLIC in and for the State of WA  
Residing at Vancouver, WA  
My appointment expires: July 29<sup>th</sup>, 2019

BOUNDARY ADJUSTMENT AGREEMENT - 3

\_\_\_\_\_  
MARY SUE RERICK

  
\_\_\_\_\_  
MARK E. STEPHENS

  
\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  } ss.  
County of Clark                }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
  } ss.  
County of Clark                }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3

STATE OF WASHINGTON }  
  } ss.  
County of Clark       }

I certify that I know or have satisfactory evidence that Mark E. Stephens and Roni A. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Washington  
County of Clark  
On this 25 day of Jan, 2017, Roni and Mark Stephens  
personally appeared before me,  
 who is personally known to me,  
 whose identity I verified on the basis of \_\_\_\_\_  
 whose identity I verified on the oath/affirmation of \_\_\_\_\_  
a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that  
he/she signed it. Doran L. McArthur  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: Aug 15, 2019



BOUNDARY ADJUSTMENT AGREEMENT - 4

Exhibit A  
Tax Lot #56

**The West half of the following described property:**

**Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County, running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.**

**EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.**

**Situate in the County of Clark, State of Washington.**

**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.**



Exhibit B  
Tax Lot #110

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.  
EXCEPT the West half thereof.  
ALSO EXCEPT the East 950 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

ALSO SUBJECT TO a 20 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across that portion of the West 20 feet of the above described tract lying North of the 60 foot wide easement described above.

Grantors herein reserve, for themselves and their successors and assigns, participation in the above non-exclusive easements for the benefit of Grantor's property in said Section 34.

SUBJECT TO easements of record.

Exhibit C  
Tax Lot #39

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ )  
of Section Thirty-four (34), Township Five (5) North of Range  
One (1) East of the Willamette Meridian.

ALSO: Beginning at the Northeast corner of the Southwest Quarter  
of Section Thirty-four (34), Township Five (5) North of Range One  
(1) East of the Willamette Meridian and running thence West 247  
feet; thence South 38° 29' East 287.6 feet; thence South 27° 49'  
East 59.9 feet; thence South 0° 51' West 27.5 feet to a point in  
the county road; thence North 69° 33' East, along said road, 48 feet,  
more or less, to the East line of the Southwest Quarter of said  
Section; and thence North to the point of beginning.

Exhibit D  
Tax Lot #59

The East 850 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 6 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

BEGINNING at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34; thence along the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 850 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Exhibit E  
Current lot Configuration

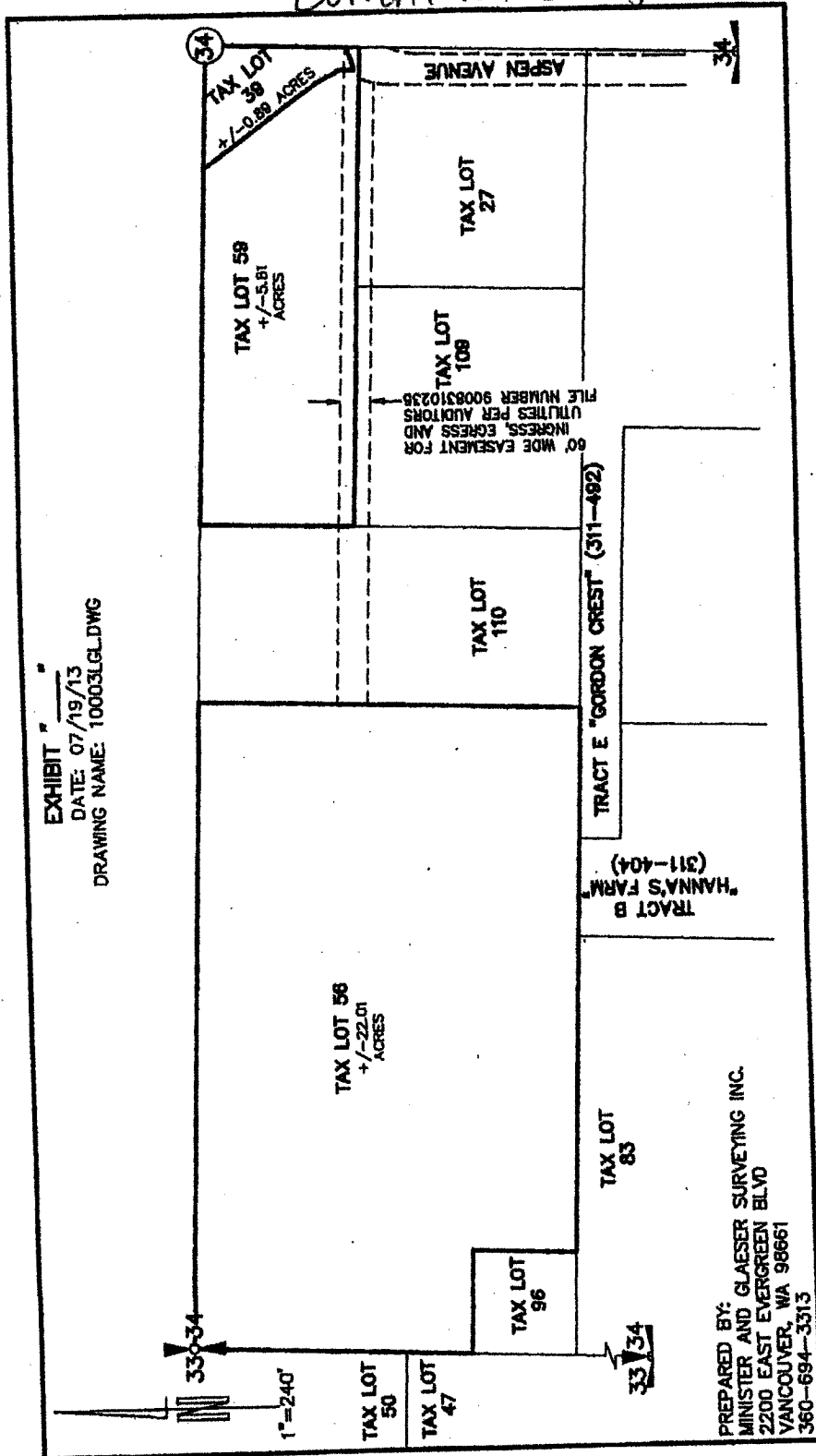
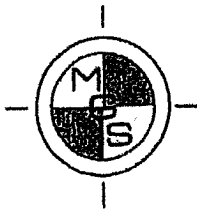


EXHIBIT "E"  
DATE: 07/19/13  
DRAWING NAME: 10003LGL.DWG

PREPARED BY:  
MINISTER AND GLAESER SURVEYING INC.  
2200 EAST EVERGREEN BLVD  
VANCOUVER, WA 98661  
360-694-3313

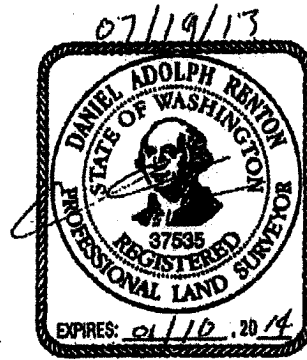


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT F



**ADJUSTED TAX LOT 56  
ASSESSORS PARCEL NUMBER: #258919000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 402.23 feet;

Thence leaving said North line, South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North 02°18'53" East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence South 88°04'02" East, along said North line, for a distance of 586.90 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 767.25 feet to the South line of the North 767.25 feet of said Northwest Quarter;

Thence leaving said East line, North 88°04'02" West, along said South line, for a distance of 1099.45 feet to the Southeast corner of the "Boehm" parcel as described and recorded under Clark County, Washington Auditors File Number 9008230211;

Thence leaving said South line, North 02°18'53" East, along the East line of said "Boehm" parcel, for a distance of 208.71 feet to the Northeast corner thereof;

Thence leaving said East line, North 88°04'02" West, along the North line of said "Boehm" parcel, for a distance of 208.71 feet to the Northwest corner thereof and the West line of said Northwest Quarter;

Thence leaving said North line, North 02°18'53" East, along said West line, for a distance of 558.55 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOGETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North 88°04'02" West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

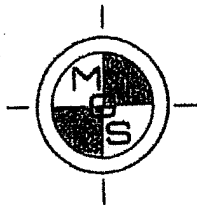
Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South 70°32'44" East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North 02°01'22" East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 871509 square feet or 20.01 acres of land, more or less.  
Perimeter: 4699.8643 feet

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

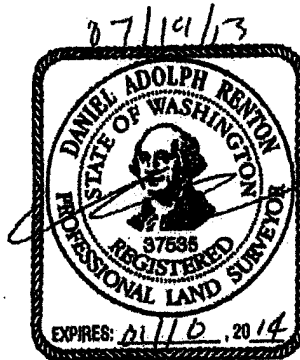


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

JULY 19, 2013

EXHIBIT G



**ADJUSTED TAX LOT 39  
ASSESSORS PARCEL NUMBER: #258906000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 402.23 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said North line, South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North  $02^{\circ}18'53''$  East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence North  $88^{\circ}04'02''$  West, along said North line, for a distance of 315.13 feet to the **TRUE POINT OF BEGINNING**;



**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South  $02^{\circ}01'22''$  West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North  $88^{\circ}04'02''$  West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

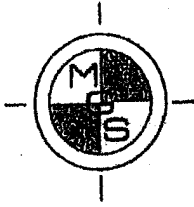
Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South  $70^{\circ}32'44''$  East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North  $02^{\circ}01'22''$  East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 2 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

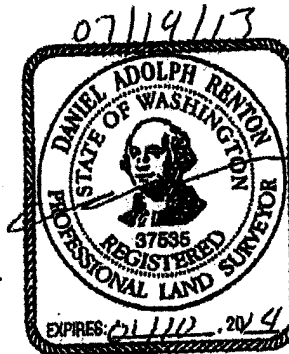


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT H



**ADJUSTED TAX LOT 59  
ASSESSORS PARCEL NUMBER: #258922000**

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence North 88°04'02" West, along the North line of said Northeast Quarter, for a distance of 950.01 feet to the Northwest corner of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34;

Thence leaving said North line, South 01°43'43" West, along the West line of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34, for a distance of 307.25 feet to the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence leaving said West line, South 88°04'02" East, along the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34, for a distance of 950.01 feet to the East line of said Northeast Quarter;

Thence leaving said North line, North 01°43'43" East, along said East line, for a distance of 307.25 feet to the **POINT OF BEGINNING**.

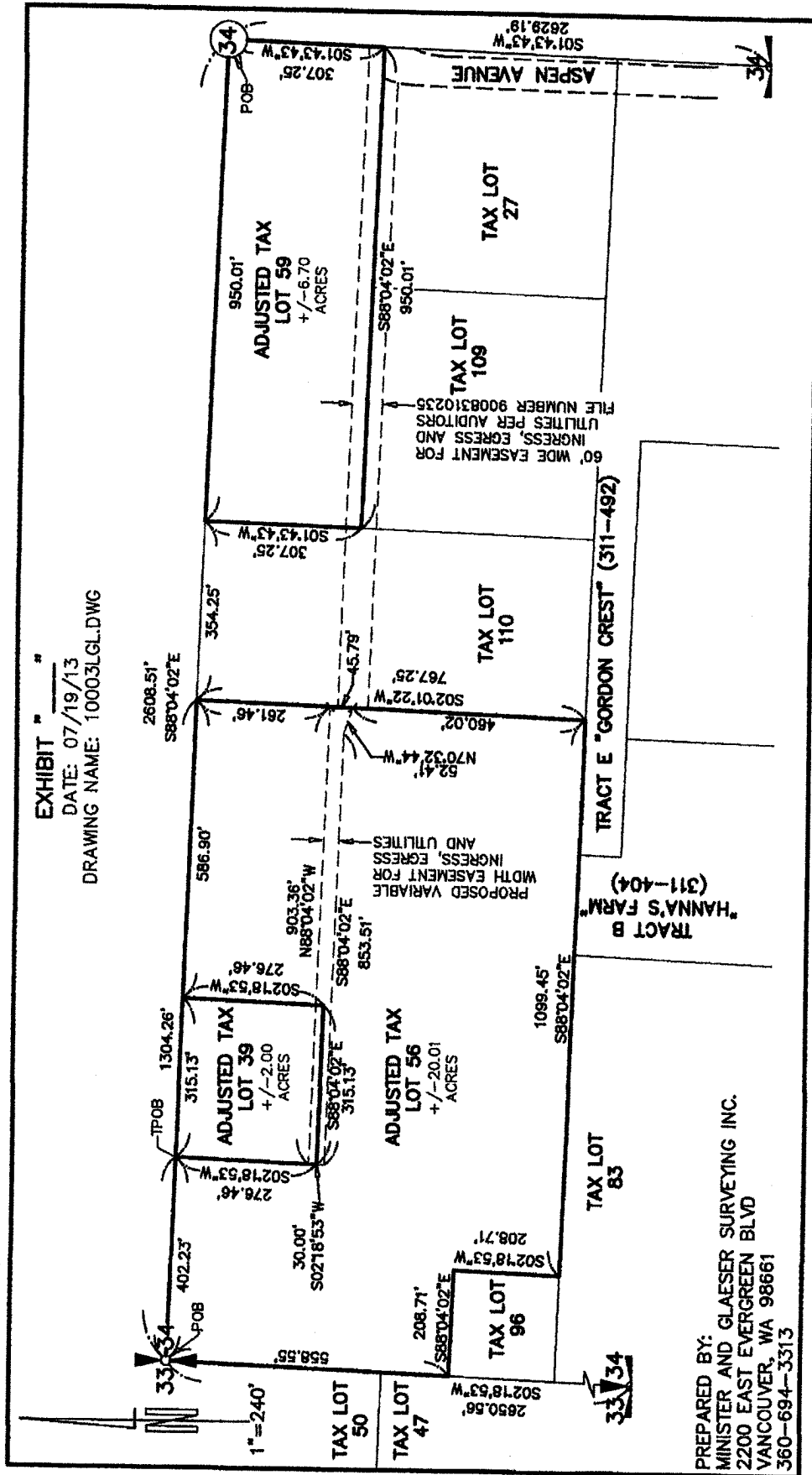
**TOGETHER WITH AND SUBJECT TO**, a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235

**CONTAINING:** 6.7 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

**EXHIBIT I**  
**DRAWING OF ADJUSTED TAX LOTS**

BOUNDARY ADJUSTMENT AGREEMENT - 13



PREPARED BY:  
 MINISTER AND GLAESER SURVEYING INC.  
 2200 EAST EVERGREEN BLVD  
 VANCOUVER, WA 98661  
 360-694-3313

8

WHEN RECORDED RETURN TO:

RONI A. STEPHENS and MARK E. STEPHENS  
 208 NW 348th Street  
 La Center, WA 98629

Real Estate Excise Tax  
 Ch. 11 Rev. Laws 1951  
 EXEMPT  
 Affd. # 696383 Date 7/15/13  
 For Details of tax paid see  
 Affd. # \_\_\_\_\_  
 Doug Lasher  
 Clark County Treasurer  
 By [Signature] Deputy

Escrow Number: 35833  
 Filed for Record at Request of: Columbia Title Agency

**QUIT CLAIM DEED**

THE GRANTOR(S), Mark E. Stephens, who acquired title as a single man for and in consideration of create community interest under WAC# 458-61a-203(1) in hand paid, conveys and quit claims to Roni A. Stephens and Mark E. Stephens, ~~husband and wife~~ the following described real estate, situated in the County of Clark, State of Washington together with all after acquired title of the grantor(s) herein:

~~and husband~~

**LEGAL DESCRIPTION ON EXHIBIT " A " ATTACHED HERETO AND MADE A PART HEREOF.**

Abbreviated Legal: (Required if full legal not inserted above.) Tax Lots 59 & 39, Section 34 T5N R1E

Tax Parcel Number(s): 258922000, 258900-000

Dated: July 10, 2013

[Signature]  
 Mark E. Stephens

State of Washington

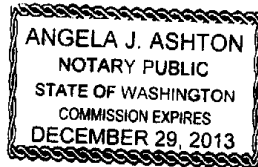
ss.

County of Clark

I certify that I know or have satisfactory evidence that Mark E. Stephens is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: July 10, 2013

[Signature]  
 Notary name printed or typed: Angela J. Ashton  
 Notary Public in and for the State of WA  
 Residing at Vancouver  
 My appointment expires: December 29, 2013



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

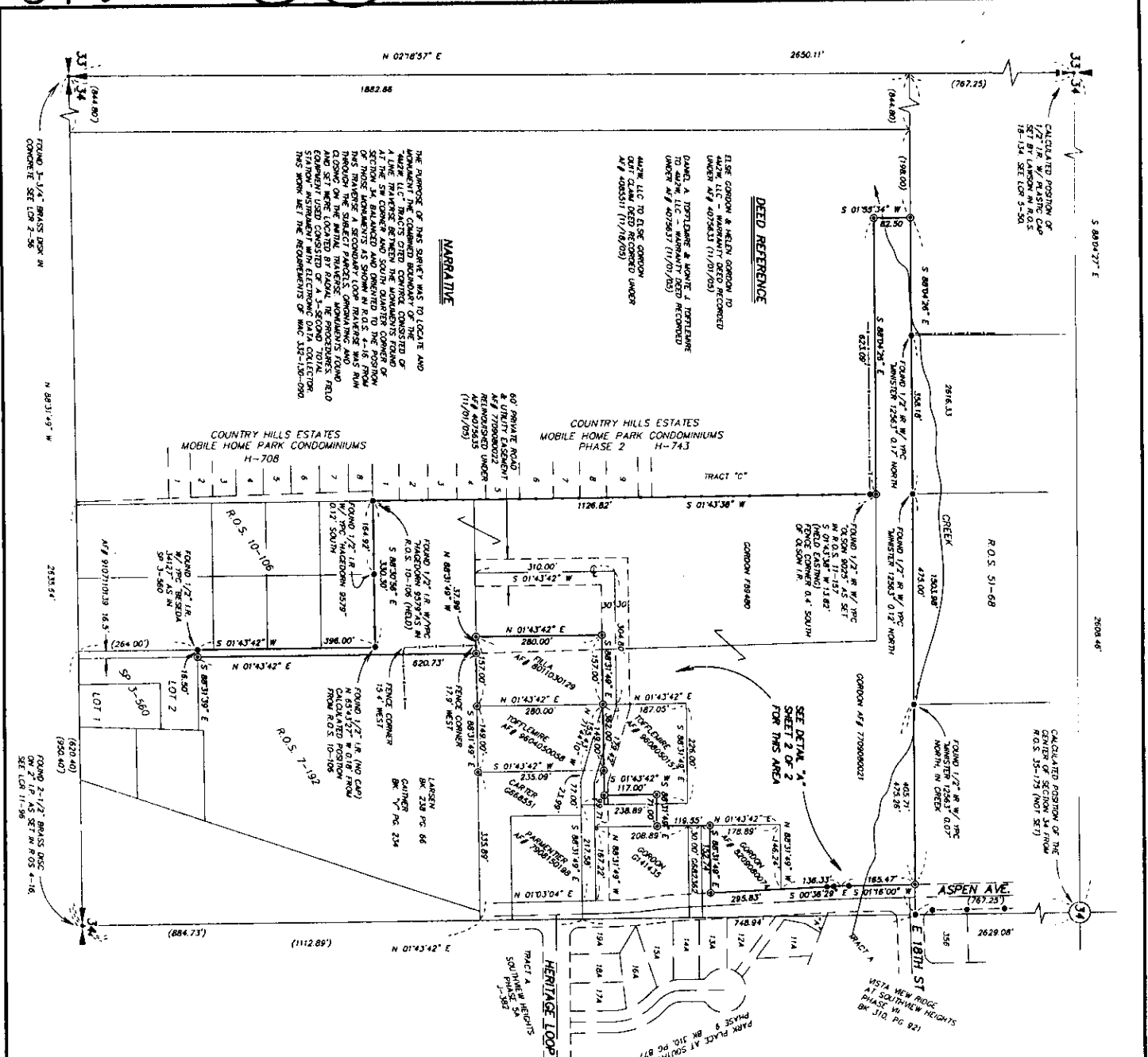
EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across an strip of land 30 feet on each side of the following described centerline:

BEGINNING at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

34-91 (9) (11) (14) (81) ptn 50 59 27 115 79 52



**DEED REFERENCE**

ELISE GORDON & HELEN GORDON TO MARY L.L.C. WARRANTY DEED RECORDED UNDER A/J 4075633 (11/01/03)

DAVID A. DENTLAND & HOMER J. DENTLAND TO MARY L.L.C. WARRANTY DEED RECORDED UNDER A/J 4075637 (11/01/03)

MARY L.L.C. TO ELISE GORDON DEED RECORDED UNDER A/J 4083311 (11/01/03)

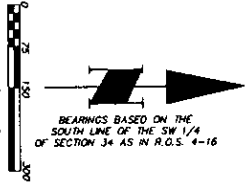
**NARRATIVE**

THE PURPOSE OF THIS SURVEY WAS TO LOCATE AND ADJUST THE COMPASSED BOUNDARY OF THE "MAYE L.L.C." TRACTS CITED CONVEYED TO A L.L.C. BY THE PARTIES SET FORTH IN THE DEEDS OF RECORD AND TO BALANCE AND ORIENT TO THE POSITION OF THOSE DOCUMENTS AS SHOWN IN R.O.S. 4-16 FROM THE SURVEY OF THE SUBJECT PARCELS, OPERATING AND CLOSING ON THE INITIAL TRIANGULAR MONUMENTS FOUND AND SET MARK LOCATED BY LOCAL THE PROFESSIONAL FIELD SURVEYOR AND TO CORRECT THE POSITION OF THE "STANDARD" INSTRUMENT WITH ELECTRONIC DATA COLLECTOR THIS WORK MET THE REQUIREMENTS OF WAC 122-130-090

SEE DETAIL 2 OF 2 FOR THIS AREA

**SURVEY**

in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON



- LEGEND**
- MONUMENT AS SHOWN, RED FEBRUARY 2006
  - SET 4.0' - 1.00' ROW MARK WITH YELLOW PLASTIC CAP STAMPED "TWO" 21581
  - MINI STEEL ENCLOSURE SET LAKEWOOD
  - R.O.S. = RECORD OF SURVEY
  - LOM = LAND CORNER RECORD
  - ( ) = RECORD DATA
  - A/J = AUDITOR'S FILE NUMBER
  - LA = LAND PARCEL
  - R/R = ROW ROAD
  - E = CENTERLINE
  - R/M = RIGHT-OF-WAY
  - PLC = YELLOW PLASTIC CAP

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act of the request of MARY L.L.C. A/J 4083311 2008



**SURVEYOR'S CERTIFICATE**

Filed for record this 5<sup>TH</sup> day of SEPTEMBER, 2012 at the office of the Auditor in Book 51 of surveys of Page 121 of the request of Hagedorn, Inc. 20120928 (Signed) [Signature] (Deputy County Auditor)

**HAGEDORN, INC.**  
 Surveying and Engineering  
 1924 Broadway Vancouver, WA 98663  
 Ph: (360) 696-4428 (503) 283-6778

SCALE: 1" = 150'  
 DATE: 09-05-2008  
 CALC BY: BPT  
 CHECKED BY: BPT  
 SHEET NO. 02 OF 02  
 DMC NO. 020206807  
 SHEET 1 OF 2

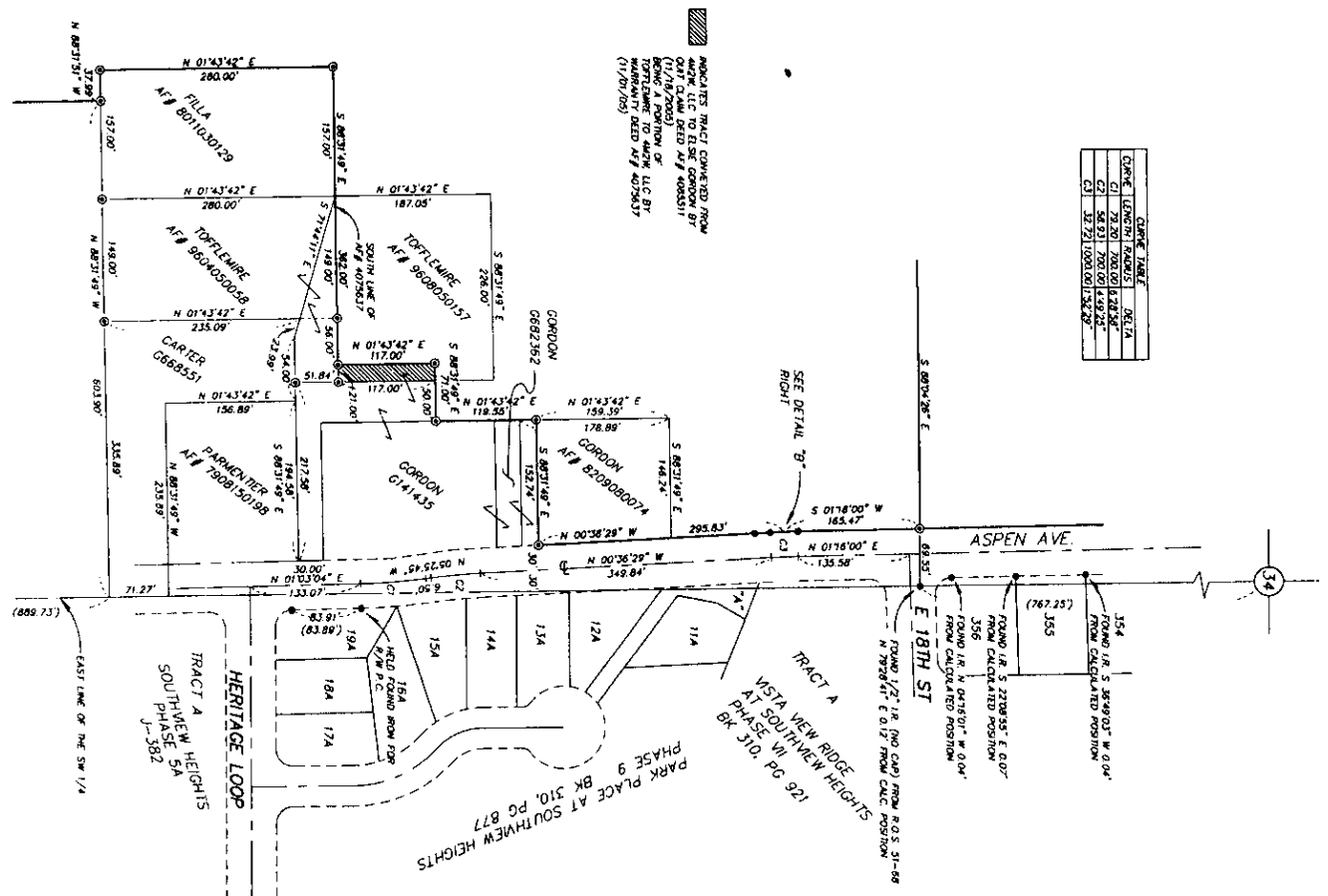
BK. 51 P. 121 SW 142



34-5-1 ptn (80) (77) (78) (3) (65) (68) (69) (72) (38)

DETAIL "A"

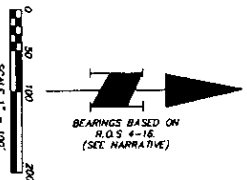
DATE	DESCRIPTION	BY
06/14	...	...
06/14	...	...
06/14	...	...



**ASPEN AVENUE RIGHT OF WAY**  
 THE CENTERLINE AND 5/8' WIDE ASPEN AVENUE WERE CALCULATED USING RECORD DATA FROM PLATS BK 310, PG 877 (FROM PLAT AT SOUTHWEST CORNER OF PHASE 5A) AND THE FOUND POINT AT THE N/W CORNER OF CURVAHUE (C1) ON THE WEST LINE OF LOT 154, PLAT BK 310, PG 877 AND ROTATED THE RECORD ALIGNMENT TO BEST FIT THE "SOUTHWEST HEIGHTS" RECORD BEING ROTATE THE BEARINGS SHOWN ON THIS SURVEY CLOCKWISE 14 SECONDS.

DETAIL "B"  
 NOT TO SCALE

**SURVEY**  
 in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON



- ( ) RECORD DATA
- A/B = ALDOR'S FILE NUMBER
- LP = IRON PIPE
- LR = IRON ROD
- C = CENTERLINE
- R/W = RIGHT-OF-WAY
- P/C = YELLOW PLASTIC CAP



NOTE: Hagedorn, Inc. makes no warranties as to matters of unavailability such as encumbrances, easements, adverse possession, etc.

**HAGEDORN, INC.**  
 Surveying and Engineering  
 1924 Broadway Vancouver, WA 98663  
 PH (360) 696-4428 (503) 283-6778

SCALE: 1" = 100'	DATE: 9-01-2008	DRAWN BY: GBT	CHECKED BY: GBS
DATE: 9-01-2008	CALC. BY: GBT	DATE: 9-01-2008	DATE: 9-01-2008

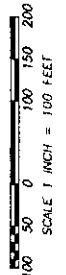
DR SC R 121 SW: 212

H/143 Lts. 1-9 & U.C

# SURVEY

IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

20-30-5180



- SURVEY REFERENCE**
- 1) MINISTER SHAW PLAT BOOK 3, PAGE 181
  - 2) SOUTHWEST HEIGHTS PHASE 1 VOLUME 1
  - 3) SOUTHWEST HEIGHTS PHASE 54 VOLUME 1
  - 4) SOUTHWEST HEIGHTS PHASE 59 VOLUME 1
  - 5) OLSON SURVEY BOOK 31, PAGE 181
  - 6) HAGEDORN SURVEY BOOK 6, PAGE 200
  - 7) HAGEDORN SURVEY BOOK 11, PAGE 157
  - 8) HAGEDORN SURVEY BOOK 2, PAGE 22
  - 9) HAGEDORN SURVEY BOOK 7, PAGE 182
  - 10) HAGEDORN SURVEY BOOK 18, PAGE 134
  - 11) LAMSON SURVEY BOOK 18, PAGE 134

- ADDED REFERENCES**
- 1) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 2) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 3) GRANITE WILLIAM D. STEPHENS AT NO. 400810235

APPROXIMATE CENTERLINE OF NORTH FORK ROAD AS FIELD LOCATED 11-05-99

80 RIGID-OF-WAY ESTABLISHED FOR CLARK COUNTY ROAD BOOK 4, PAGES 257-261

CEMETERY FENCE FIRST LOCATED 11-05-99

TOP OF BANK AS FIELD LOCATED 11-05-99

8" CONIC CULVERT LOCATED 11-05-99

EDGE OF PARKING AS FIELD LOCATED 11-05-99

14.15' UNBARRICADED

17" CONIC CULVERT LOCATED 11-05-99

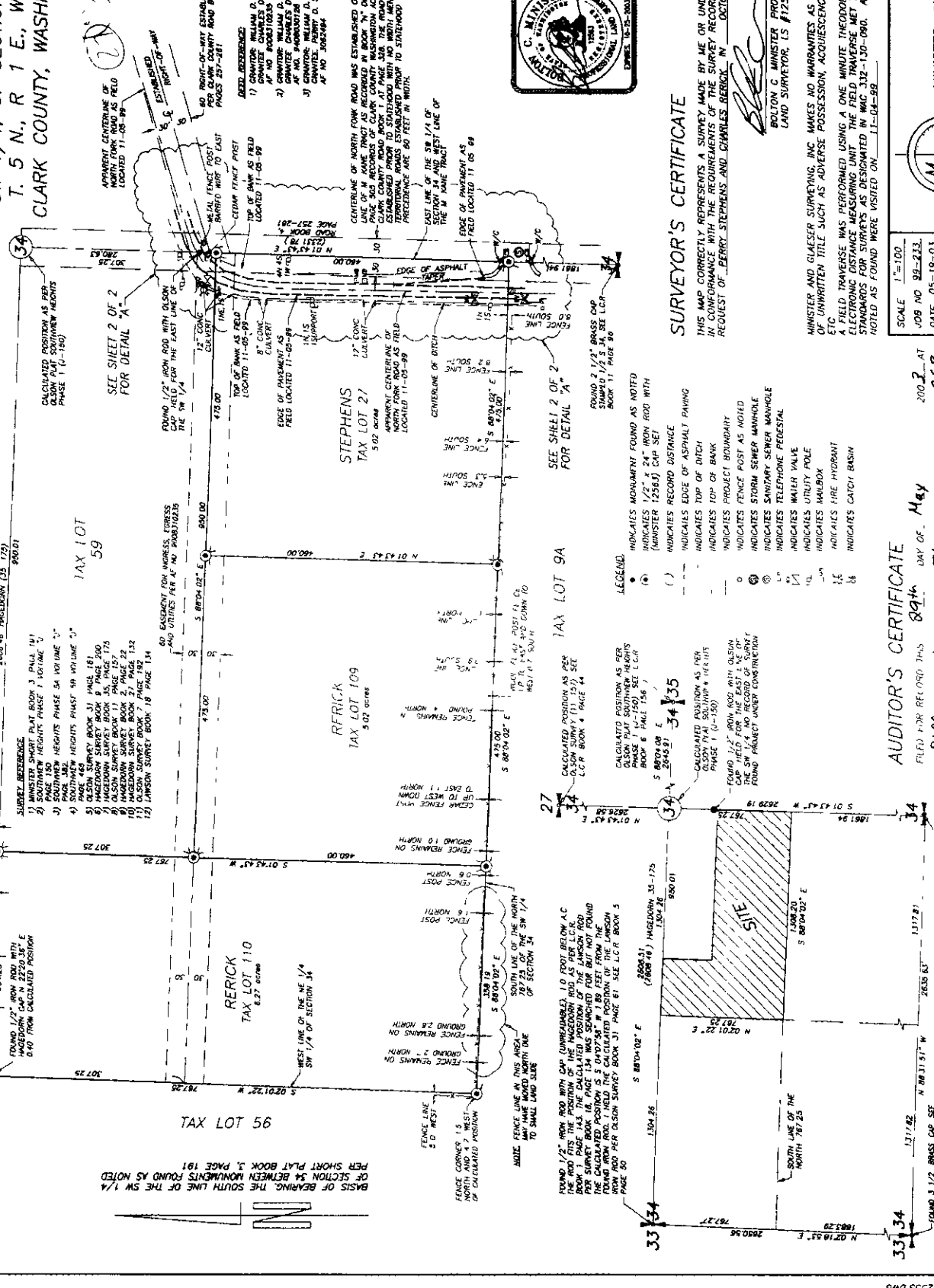
CEMETERY OF DITCH LOCATED 11-05-99

GENERATOR OF NORTH FORK ROAD WAS ESTABLISHED ON THE WEST SIDE OF THE ROAD ACCORDING TO CLARK COUNTY WASHINGTON ACCORDING TO CLARK COUNTY ROAD BOOK 1, AT PAGE 328. THE ROAD WAS ESTABLISHED ACCORDING TO THE NORTH MENTIONED ESTABLISHED MASS ESTABLISHED BY THE COURT. PRECEDENCE ARE 60 FEET IN WIDTH.

EAST LINE OF THE SW 1/4 OF SECTION 34

THE "M" WAVE TRACT

EDGE OF PARKING AS FIELD LOCATED 11-05-99

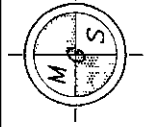


## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BERRY STEPHENS AND CHARLES RERICK IN OCTOBER, 1999

*C. Minister*  
BOLTON C. MINISTER, PROFESSIONAL  
LAND SURVEYOR, LS #12583

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISITION ESTOPPLE ETC. A FIELD TRAVERSE WAS PERFORMED USING A ONE MINUTE THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM ACCURACY REQUIREMENTS AS LIMITED BY THE SURVEYING REGULATIONS. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-04-99.



MINISTER-GLAESER SURVEYING INC.  
2200 E EVERGREEN BLVD  
VANCOUVER, WA 98661  
(360) 694-3313

SCALE 1"=100'  
JOB NO 99-233  
DATE 05-19-03  
CALC BY BAO  
DRAWN BY JML  
CHECKED BY  
SHEET 1 OF 2

FILED FOR RECORD THIS 89th DAY OF May 2003 AT  
9:00 A.M. IN BOOK 51 OF SURVEYS AT PAGE 068  
AT THE REQUEST OF MINISTER AND GLAESER SURVEYING, INC.  
*M. Glaser*  
DEPUTY COUNTY AUDITOR

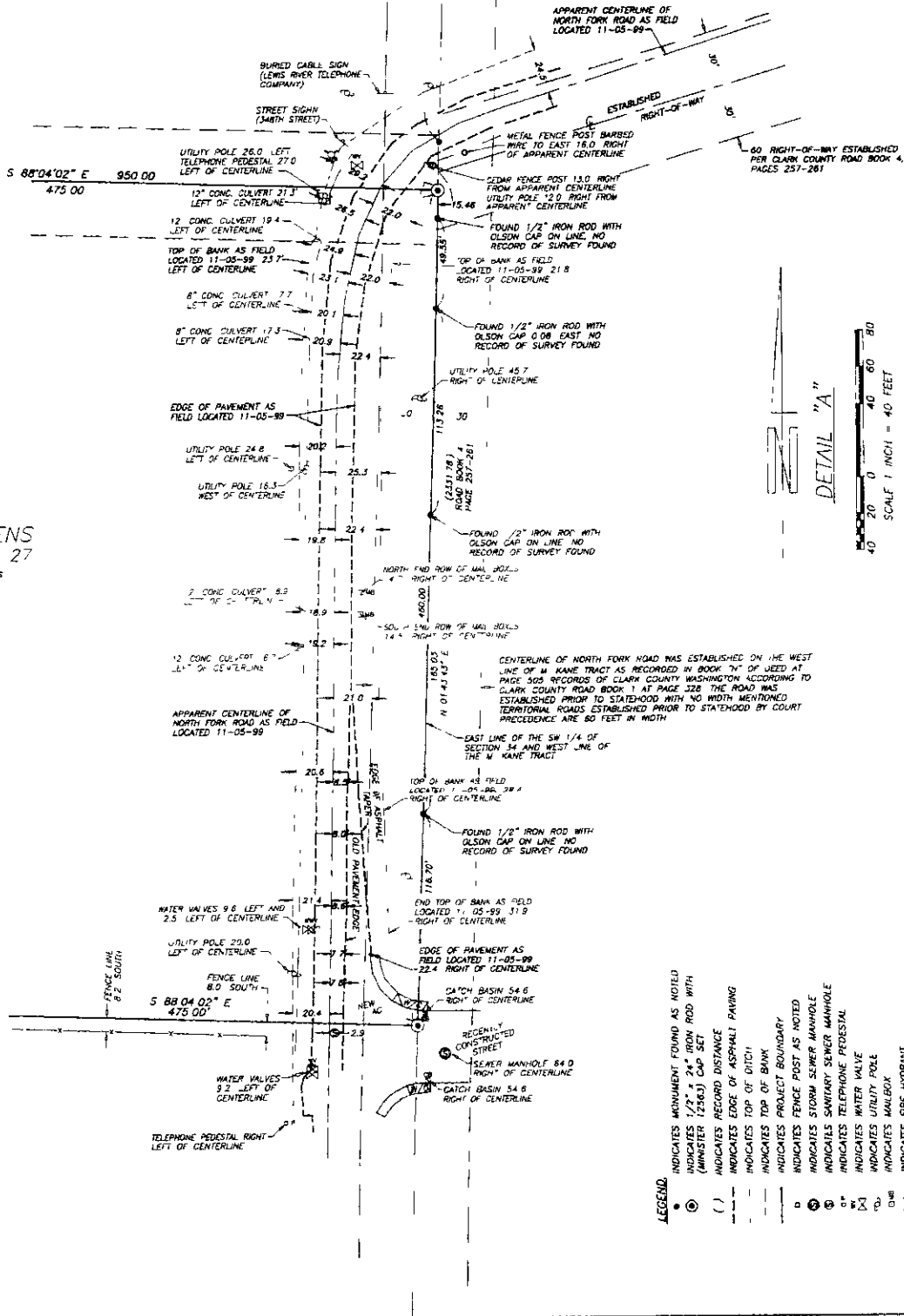
SECTION 34  
NOT TO SCALE

Books 51, Page 68

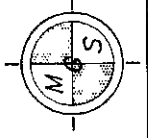
# SURVEY

IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R. 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

STEPHENS  
TAX LOT 27  
5.02 acres



MINISTER-CLAESER  
SURVEYING INC.  
2200 E. EVERGREEN BLVD  
VANCOUVER WA 98661  
(360) 694-3313



SCALE 1"=40'  
JOB NO 89-283  
DATE 05-18-02  
CALC BY DAD  
DRAWN BY JML  
CHECKED BY  
SHEET 2 OF 2

MINISTER AND CLAESER SURVEYING INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, NOR AS TO ADVERSE POSSESSION ACCIDENTALLY ESTOPPLE ETC. FIELD TRAVERSE WAS PERFORMED USING A LINE ANGLE, THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM STANDARD FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-04-88.

- LEGEND:**
- INDICATES MONUMENT FOUND AS NOTED
  - INDICATES MONUMENT FOUND AS NOTED
  - ( ) INDICATES RECORD DISTANCE
  - INDICATES EDGE OF ASPHALT PAVING
  - INDICATES TOP OF BANK
  - INDICATES PROJECT BOUNDARY
  - INDICATES FENCE POST AS NOTED
  - INDICATES STORM SEWER MANHOLE
  - INDICATES SANITARY SEWER MANHOLE
  - INDICATES TELEPHONE PEDestal
  - INDICATES WATER VALVE
  - INDICATES UTILITY POLE
  - INDICATES MAILBOX
  - INDICATES FIRE HYDRANT
  - INDICATES CATCH BASIN

Book 51, Page 68 2 of 2

AFTER RECORDING MAIL TO:

Mark E. Stephens  
P.O. Box 261  
La Center, WA 98629

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT  
Affd. # 519271 Date 5.21.03  
For Details of tax paid see  
Affd. # \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer  
By \_\_\_\_\_ Deputy

Filed for Record at Request of:  
First American Title Insurance Company



First American Title  
Insurance Company

### QUIT CLAIM DEED

File No: 4282-166566 (CJK)

Date: May 16, 2003

Grantor(s):

Grantee(s):

Abbreviated Legal: Section 34, Township 5 North, Range 1 East

Additional Legal on page:

Assessor's Tax Parcel No(s): 258922-000 and ~~258922-000~~ 258906-000

*Pamela*  
THE GRANTOR(S) **Pamel Rae Stephens, s single person** for and in consideration of **WAC 458-61-340 (Dissolution of Marriage)**, conveys and quit claims to **Mark E. Stephens, a single person**, the following described real estate, situated in the County of **Clark**, State of **Washington**, together with all after acquired title of the grantor(s) therein:

**The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.**

**EXCEPT the South 460 feet thereof.**

**TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:**

**Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.**

APN: 258922-000

Quitclaim Deed - continued

File No.: 4282-166566 (CJK)

Date: 05/16/2003

*Pamela Rae Stephens Adams*  
**Pamela Rae Stephens**

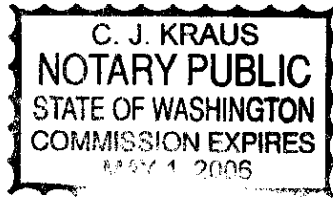
STATE OF Washington )  
 )-ss.  
COUNTY OF Clark )

I certify that I know or have satisfactory evidence that **Pamela Rae Stephens**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 16<sup>th</sup> 2003

*C. J. Kraus*

C. J. Kraus  
Notary Public in and for the State of Washington  
Residing at: Vancouver  
My appointment expires: 05/01/06



This Space Reserved For Recorder's Use:

Filed for Record at Request of  
First American Title  
AFTER RECORDING MAIL TO:

Name MARK E. STEPHENS  
Address 208 NW 348TH ST  
City, State, Zip LACENTER, WA 98629  
Escrow number: 934228

(FULFILLMENT)  
Statutory Warranty Deed

THE GRANTOR WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife

for and in consideration of FULFILLMENT OF REAL ESTATE CONTRACT  
in hand paid, conveys and warrants to MARK E. STEPHENS and PAMELA RAE STEPHENS, husband and wife

the following described real estate, situated in the County of CLARK, State of Washington:  
FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE  
A PART HEREOF.

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT

Affd.# Ø Date 1-3-94  
For details of tax paid see  
Affd.# 314190  
Doug Leshar  
Clark County Treasurer  
By D. Smt Deputy

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 25, 1990, 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 Excise Tax was paid on this sale or stamped exempt on 8-31-90, Rec. No. 314190

Dated this 20 day of December, 1993

0286

By William Dean Stephens By Betty Jean Stephens  
WILLIAM DEAN STEPHENS BETTY JEAN STEPHENS

By .....

STATE OF WASHINGTON }  
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that WILLIAM DEAN STEPHENS AND BETTY JEAN STEPHENS

are the person s who appeared before me, and said person s 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: 12-28-93

Jacque L Baylous  
JACQUE L. BAYLOUS  
Notary Public in and for the State of WASHINGTON  
Residing at VANCOUVER  
My appointment expires: 10-20-97



1-3-94

EXHIBIT "A"

No.: A-36847

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

FILED FOR RECORD  
CLARK CO. WASH.  
FIRST AMERICAN TITLE CO.

JAN 3 11 23 AM '94

REGISTER  
ELIZABETH A. LUCE

0287

1-3-94



**Pioneer National Title Insurance Company**  
 WASHINGTON TITLE DIVISION  
 Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

9103050062

REVENUE STAMPS

TO Boyer & Cox, Inc.  
9102 Highway 99  
Vancouver, Washington

FILED IN RECORD  
 CLERK'S OFFICE  
 WASH.

*John Johnson*  
 MAR 5 11 50 AM '91

FORM L88

**Statutory Warranty Deed**

THE GRANTOR MARY STEPHENS, a single woman  
 for and in consideration of TEN DOLLARS (\$10.00) and all other valuable considerations  
 in hand paid, conveys and warrants to WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS,  
 husband and wife,  
 the following described real estate, situated in the County of Clark, State of  
 Washington:

The North 46.5 rods of the Southwest quarter of Section 34, Township  
 5 North, Range 1 East of the Willamette Meridian.  
 EXCEPT the West half thereof;  
 Also EXCEPT the South 460 feet of the East 950 feet thereof;  
 Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and  
 running thence West 247 feet; thence South 38° 29' East 287.6 feet;  
 thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5  
 feet to a point in the County Road; thence North 69° 33' East along  
 said County Road to the East line of the Southwest quarter of said  
 section; and thence North along said East line to the place of  
 beginning. Also EXCEPT that portion lying within ~~the~~ <sup>the</sup> ~~County~~ <sup>County</sup> ~~Road~~ <sup>Road</sup>  
 Fork Road.

Real Estate Excise Tax  
 Ch. 11 Rev. Code 1951  
 EXEMPT

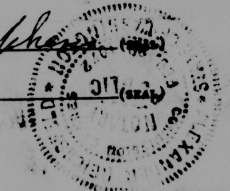
Ch. 11 Rev. Code 1951  
 9200 has been paid  
 93879 Date 9-2-71

Att# 0 Date 3-5-91  
 For [unclear]  
 Att# 8 Date [unclear]  
 For [unclear]

Notary Public  
 Lois Klein  
 Deputy

Dated this 27th day of August 1971

*Mary Stephens*



STATE OF WASHINGTON,  
 County of Clark

On this day personally appeared before me MARY STEPHENS, a single woman. WILLIAM DEAN  
 STEPHENS and BETTY JEAN 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 27th day of August, 1971. 140

*Roberter Reichfeld*  
 Notary Public in and for the State of Washington,  
 residing at Vancouver



1621



9005310236

Part Paid to Escrow  
On 11/15/90  
\$397.80 has been paid  
Receipt # 314190 Date 8-31-90  
Sec. 61, Ord. 41, No. \_\_\_\_\_  
Deputy  
Cash on hand for escrow  
By \_\_\_\_\_ Deputy

1421

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 25<sup>th</sup> day of August, 1990, by and between WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, hereinafter designated as "Sellers," and MARK E. STEPHENS and PAMELA RAE STEPHENS, husband and wife, hereinafter designated as "Purchasers,"

W I T N E S S E T H :

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers, the real estate hereinafter described.

1. DESCRIPTION OF REAL ESTATE: The land herein conveyed is situate in the County of Clark, State of Washington, and described as follows:

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;  
Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

551

2. **PRICE AND PAYMENT:** The purchase price of the said-described premises is the sum of TWENTY SIX THOUSAND AND NO/100 DOLLARS (\$26,000.00) of which the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) has been paid, receipt of which is hereby acknowledged, leaving a balance of TWENTY ONE THOUSAND AND NO/100 DOLLARS (\$21,000.00), which sum shall be paid in minimum monthly installments of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) each, including interest at the rate of nine per cent (9%) per annum upon all deferred balances; first installment commencing on the \_\_\_ day of September, 1990, and continuing thereafter on the \_\_\_ day of each and every month until the full amount of the said purchase price and interest thereon shall have been paid. Interest shall commence to run from August \_\_\_, 1990. The above payments are to be applied first upon the interest and the balance upon the principal. Interest may not be paid in advance.

Purchasers agree to pay a late charge in the amount of \$25.00 for each payment that is not paid within ten (10) days after its due date.

It is expressly provided that Purchasers have the privilege of paying larger installments upon the purchase price upon any installment date, or of paying the full amount of the unpaid balance of the purchase price at any time.

3. **OTHER ENCUMBRANCES AGAINST THE PROPERTY:** The property is subject to encumbrances including the following listed easements, restrictions and reservations:

Easements to Clark County Public Utility District No. 1 recorded under Clark County Auditor's File Nos. 7905310177 and \_\_\_\_\_.

Road Maintenance Agreement recorded under Auditor's File No. \_\_\_\_\_.

4. **TAXES:** It is understood that Purchasers assume and agree to pay before delinquency, all taxes and assessments that may as between Sellers and Purchasers hereinafter become a lien upon said premises and property; that as to 1990 taxes, the same have been pro-rated as of the date of this agreement.

Purchasers agree to pay when due any utility charges which may become liens superior to Sellers' interest under this contract. Sellers agree to pay any real estate taxes, interest and penalties assessed against the property for the period of time before the date of this contract, which may result from the Clark County Assessor's removal of the subject property from

REAL ESTATE CONTRACT  
PAGE 2

552  
JACKSON, JACKSON & KURTZ, INC., P.S.  
ATTORNEYS AT LAW  
P. O. BOX 98  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

classification as "farm and agricultural land", should the Assessor deny a continuance of such classification.

5. **FIRE INSURANCE:** Purchasers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Sellers, or the full insurable value, whichever is lower. All policies shall be held by Sellers, and be in such companies as Sellers may approve, and have loss payable first to Sellers as their interest may appear, and then to Purchasers. Purchasers may, within thirty days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration, or if Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder, in such order as the Sellers shall determine. In the event of forfeiture, all rights of Purchasers in insurance policies then in force shall pass to Sellers.

6. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS:** If Purchasers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Sellers' interest under this contract, Sellers may pay such items and Purchasers shall forthwith pay Sellers the amount thereof, plus a late charge of five (5) per cent of the amount thereof, plus any costs and attorney's fees incurred in connection with such payment. Failure to pay said taxes or assessments, insurance premiums, or utility charges shall constitute a default under this contract, giving Sellers the rights and remedies provided for default.

7. **RISK OF LOSS:** Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this contract.

8. **AGRICULTURAL USE:** If this property is to be used principally for agricultural purposes, Purchasers agree to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchasers consent to Sellers' entry upon the premises to take any reasonable action to conserve soil, crops, trees and livestock.

9. **CONDEMNATION:** Sellers and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within thirty days after condemnation and removal of improvements,

negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Sellers may direct.

10. **POSSESSION:** The Purchasers shall have the right to the possession of said property on the \_\_\_\_ day of August, 1990; provided, however, that said Purchasers shall, upon default hereunder and upon demand of the Sellers, surrender to the Sellers peaceable possession of said premises.

11. **WASTE:** It is agreed that Purchasers shall not commit or suffer to be committed, any waste upon the property herein sold, and Purchasers agree to maintain said premises in as good condition as the same are now, less reasonable wear and tear during the term of this contract.

No trees shall be cut with the exception of such trees as may be necessary to construct a dwelling house or for clearing purposes unless Purchasers first obtain the consent of the Sellers to such cutting of trees.

Purchasers hereby agree to use said premises in such manner as will allow no accumulation of garbage, refuse, old car bodies, tin cans and the like, that may create an unsightly condition on the property.

It is understood and agreed that any new buildings or improvements placed upon the real property above described shall become a part of such real property, and Purchasers agree that they will not allow any liens to accumulate or to be filed against said property, and that any such liens shall be considered to be a breach of the terms of this contract; provided Purchasers shall have a reasonable time to pay or dispose of any lien so filed.

12. **DEED AND WAIVER OF TITLE INSURANCE:** It is understood between the parties that the title to the real property hereinbefore described shall remain in the Sellers until the purchase price together with interest thereon has been paid in full. Upon payment of the purchase price and interest as herein provided, the Sellers shall execute and deliver a good and sufficient Warranty Deed, conveying the premises heretofore described to Purchasers, provided that Sellers shall not warrant against any encumbrances or liens placed against said premises by Purchasers.

- 554 -

It is understood that Purchasers have waived any requirement that Sellers furnish them a title insurance policy showing good and merchantable title to said premises.

13. **INSPECTION:** It is understood that the Purchasers have made full inspection of the real estate and have accepted the same as is, and that no promise, agreement or representation respecting the condition thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

14. **ESCROW:** It is understood that a copy of this contract may be placed with an escrow or contract collection agent designated by Sellers, together with a Warranty Deed conveying said premises from Sellers to Purchasers; this clause shall be deemed as instructions to such escrow or contract collection agent as Sellers wish to designate to receive payments from Purchasers on said contract, and to deliver said Warranty Deed upon full payment of the principal balance and interest. In the event Sellers establish such escrow/contract collection, the parties hereto shall equally share in all costs and set up charges therefor.

15. **DEFAULT AND REMEDIES:** Time is of the essence of this contract. If the Purchasers fail to make any payment or perform any obligation hereunder, Sellers shall be entitled to exercise all rights and remedies allowed by law or equity, including the right to elect one or more of the following remedies:

a) To forfeit this contract under the Real Estate Contract Forfeiture Act (Chapter 61.30 R.C.W.), in which event, without limiting any remedies of Sellers as provided by said statute, all right, title, and interest of the Purchasers and parties claiming an interest in the real property subject to this contract shall be cancelled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Sellers shall be entitled to possession of the real property, which right shall be enforced under the provisions of R.C.W. Chapter 59.12.

b) To declare all amounts payable under this contract immediately due and payable, and institute suit to collect such amounts, together with reasonable attorney's fees; provided, if within thirty days after commencement of such action, Purchasers cure the default(s) and pay to Sellers Sellers' actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.

c) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

d) To commence an action for specific performance of Purchasers' obligations under this contract (including redress by either a mandatory or prohibitive injunction).

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e) If Purchasers are in default under this contract and abandon the real property subject hereto, pending the exercise of other rights or remedies as provided for herein, Sellers may take immediate possession of the real property for the purpose of preserving or otherwise protecting the property from loss, damage, or waste.

f) In the event Purchasers shall fail to pay any taxes or to insure the premises as above provided, Sellers may make such payments or procure such insurance and the amounts so paid shall become payable forthwith and shall bear interest at the rate of twelve (12) per cent per annum until paid, without prejudice to the other rights that Sellers might have by reason of such failure; and further, Sellers may, if they so elect, add the costs of such taxes and insurance paid to the contract balance, with interest to be at twelve (12) per cent per annum.

16. **RECEIVER:** If Sellers have instituted any proceedings specified in Paragraph 15, and Purchasers are receiving rental or other income from the property, Purchasers agree that the appointment of a receiver for the property is necessary to protect Sellers' interest and to collect such rental and other income on Sellers' behalf.

17. **PURCHASERS' REMEDY FOR SELLERS' DEFAULT:** If Sellers fail to observe or perform any term, covenant or condition of this contract, Purchasers may, after thirty days' written notice to Sellers, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

18. **NON-WAIVER:** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

19. **NOTICES:** Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth as follows:

To Sellers:

WILLIAM D. STEPHENS and  
BETTY J. STEPHENS  
Rt. 2 Box 6B  
La Center, WA. 98629

To Purchasers:

MARK E. STEPHENS and  
PAMELA RAE STEPHENS  
Rt. 2 Box 6E  
La Center, WA. 98629

Either party may change such address for notice by designating the new address to the other party hereto in the manner hereinabove set forth.

REAL ESTATE CONTRACT  
PAGE 6

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JACKSON, JACKSON & KURTZ, INC., P.S.  
ATTORNEYS AT LAW  
P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

20. **ATTORNEY'S FEES-COSTS:** In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs (including title and lien searches), either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney's fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this contract.

21. **LEGAL REPRESENTATION:** The parties acknowledge and agree that this agreement has been prepared on behalf of Sellers by the attorney for Sellers. Purchasers acknowledge having been advised to seek the advice of independent counsel in regards to the closing of this transaction. Their execution of this agreement and the closing of this transaction shall be deemed Purchasers' acknowledgment that they have either sought independent advice of counsel or waive their right to do so.

22. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the legal representatives, assigns, and successors of the parties, subject to any restrictions herein against assignment.

23. **ASSIGNMENT:** It is agreed that neither this contract nor any interests therein nor the possession of said property may be assigned or transferred by the Purchasers, nor shall Purchasers make or enter into any contract for the sale of said premises or their interests therein without written consent of the Sellers herein attached, provided consent shall not be withheld for an assignee of good credit.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above mentioned.

*William D. Stephens*  
WILLIAM D. STEPHENS, Seller

*Betty J. Stephens*  
BETTY J. STEPHENS, Seller

*Mark E. Stephens*  
MARK E. STEPHENS, Purchaser

*Pamela R. Stephens*  
PAMELA RAE STEPHENS, Purchaser

REAL ESTATE CONTRACT  
PAGE 7

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JACKSON, JACKSON & KURTZ, INC. P.S.  
ATTORNEYS AT LAW  
P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

FILED FOR RECORD  
CLARK CO. WASH

*Elizabeth A. Luce*  
AUG 31 1 11 PM '90

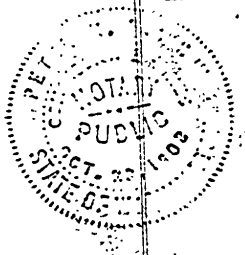
AUDITOR  
ELIZABETH A. LUCE

STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25<sup>th</sup> day of August, 1990.

*Elizabeth A. Luce*  
NOTARY PUBLIC in and for the State  
of Washington; my appt. expires:  
10-23-93

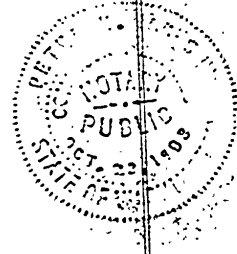


STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that MARK E. STEPHENS and PAMELA RAE STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25<sup>th</sup> day of August, 1990.

*Elizabeth A. Luce*  
NOTARY PUBLIC in and for the State  
of Washington; my appt. expires:  
10-23-93



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REAL ESTATE CONTRACT

G 691289

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$100.00 has been paid

Recpt. # 13033 Date 6/4/75

Sec. 61, 1957 Act

June 1975

By *Gail Abrams*

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

959771

between MARY STEPHENS, a single woman,

hereinafter called the "seller," and WILLIAM DEAN STEPHENS, AND BETTY JEAN STEPHENS, 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:

The following described real property situated in the County of Clark, State of Washington, to-wit:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within La Center-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line to the place of beginning.

Reserving unto the ~~seller~~ <sup>SELLER</sup> a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.

959775

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND DOLLARS

( \$ 10,000.00 ) Dollars, of which

( \$ NONE ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY DOLLARS ( \$ 50.00 ) Dollars,  
or more at purchaser's option, on or before the 1st day of July, 1975.  
and FIFTY DOLLARS ( \$ ) 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 6 % per cent per annum from the 1st day of June, 1975,  
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 Rt. 2, Box 6, La Center, Washington 98629  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1975

(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 Transamerica 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.

(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:

(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 foreclosure 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.

Mary Stephens (SEAL)  
William Dean Stephens (SEAL)  
Betty Jean Stephens (SEAL)

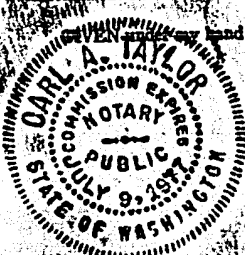
STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

to me known to be the individual S 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

and official seal this 30<sup>th</sup> day of May 1975



Carl A. Taylor  
Notary Public in and for the State of Washington,  
residing at Vancouver,

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of MAIL TO:  
Name: Wm Dean Stephens  
Address: 1203 NE US 4 ST  
City and State: Vancouver WA 98663

THIS SPACE PROVIDED FOR RECORDER'S USE:  
FILED FOR RECORD  
CLARK CO. WASH  
TRANSAMERICA TITLE INS CO  
JUN 4 9 14 AM '75  
AUDITOR  
RON DOTZAUER H10



SECURITY TITLE INSURANCE COMPANY  
OF WASHINGTON

THIS SPACE RESERVED FOR RECORDER'S USE  
G 647890 391950  
RECORDED  
OCT 16 11 52 AM '73  
AUDITOR L. J. HONKER  
10/16/73  
Woodland

Filed for Record at Request of

NAME William Dean Stephens  
1303 N. E. 45th St.  
Vancouver, Washington 98663  
ADDRESS  
CITY AND STATE

STATUTORY WARRANTY DEED

THE GRANTORS Warren D. Stephens and Cora Belle Stephens, husband and wife  
for and in consideration of Three Hundred and no/100 - - - (\$300.00)  
in hand paid, conveys and warrants to William Dean Stephens and Betty G. Stephens, husband  
and wife  
as Grantee, the following described real estate, situated in the County of Clark  
State of Washington:

Beginning at the Northeast corner of the Southwest Quarter of Section Thirty-four  
(34), Township Five (5) North of Range One (1) East of the Willamette Meridian and  
running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South  
27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County  
road; thence North 69° 33' East, along said road, 48 feet, more or less, to the  
East line of the Southwest Quarter of said Section; and thence North to the point  
of beginning.

3.00  
11539 10-16-73

*[Handwritten signature]*

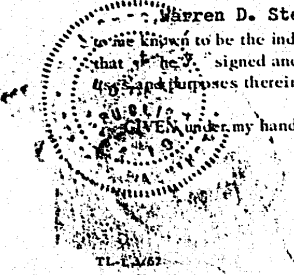
Dated this 1st day of October, 1973  
*[Signature]* (SEAL)  
*[Signature]* (SEAL)

STATE OF WASHINGTON }  
County of Cowlitz } ss.

On this 1st day of October, 1973, before me, the  
undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

Warren D. Stephens and Cora Belle Stephens  
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me  
that they signed and sealed this said instrument as their free and voluntary act and deed for the  
uses and purposes therein mentioned

GIVEN under my hand and official seal this 1st day of October, 1973  
*[Signature]*  
Notary Public in and for the State of Washington,  
residing at Woodland



FORM 88

Bk. 464, Pg. 332

WARRANTY DEED G22677  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantors W.E. Stephens and Janet E. Stephens, husband and wife  
of the city of \_\_\_\_\_, county of Clark \_\_\_\_\_  
state of Washington, for and in consideration of

Ten and no/100 \_\_\_\_\_ (\$100.00) dollars,  
in hand paid, convey and warrant to Mary Stephens, a single woman

the following described real estate, situate in the county of Clark \_\_\_\_\_  
state of Washington:

Beginning at the Northeast corner of the Southwest Quarter of  
Section Thirty-four (34) in Township Five(5) North of Range One  
(1) East of the Willamette Meridian; running thence West One  
Hundred and Sixty (160) rods to the Northwest corner of said  
Quarter Section; thence South Forty-six and one half (46 1/2) rods;  
thence East One Hundred Sixty (160) rods to the East line of the  
said Quarter Section; thence North Forty-six and one half rods (46 1/2)  
(16 1/2) to the place of beginning;

EXCEPT a triangular tract described as follows:  
Beginning at the Northeast corner of the above described tract  
and running thence West 247 feet, thence South 38° 29' East 227.8  
feet, thence South 27° 15' East 50.9 feet thence South 0° 51' East  
27.5 feet to a point on the County Road; thence North 89° 33' East  
along said County Road, to the East line of the Southwest Quarter  
of said Section and thence North along said East line to the place  
of beginning;

Subject to the right-of-way or easement for power lines granted to  
Northwestern Electric Co., a Washington corporation, recorded in  
Book 201 of Deeds at page 4 Records of Clark County, Washington

subject to a life estate for the Grantors which is hereby reserved

Dated this 23rd day of April 1949

W. E. Stephens (SEAL)

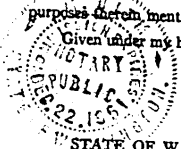
Janet E. Stephens (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON  
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of April 1949 W.E. Stephens and Janet E. Stephens, husband and wife personally appeared before me since prior to acquiring title to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal the day and year last above written.

W. Hunt  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

STATE OF WASHINGTON  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

Mary Stephens  
804

MAIL TO  
Mary Stephens  
La Center, Wash  
R2

APR 30 1949

464 333

WARRANTY DEED (STATUTORY FORM)  
FROM \_\_\_\_\_ TO \_\_\_\_\_

F65237  
**WARRANTY DEED**  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantor, **Albert Crocker, a widower**  
of the city of **La Center R 2**, county of **Clark**  
state of Washington, for and in consideration of

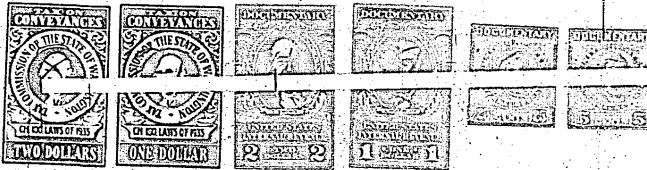
**Ten and no/100** ..... (\$**10.00**) dollars.

in hand paid, convey and warrant to

**Warren D. Stephens and Cora Belle Stephens, husband and wife**  
the following described real estate, situate in the county of **Clark**  
state of Washington:

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ )  
of Section Thirty-four (34) Township Five (5) North of Range  
One (1) East of the Willamette Meridian.

ALSO; Beginning at the Northeast corner of the Southwest Quarter  
of Section Thirty-four (34), Township Five (5) North of Range One  
(1) East of the Willamette Meridian and running thence West 247  
feet; thence South 38° 29' East 287.6 feet; thence South 27° 49'  
East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in  
the county road; thence North 69° 33' East, along said road, 48 feet,  
more or less, to the East line of the Southwest Quarter of said  
Section; and thence North to the point of beginning.



Dated this 20th day of August 1946.

*Albert Crocker* (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF WASHINGTON

County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 20th day of August 1946 personally appeared before me Albert Crocker, a widower

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

Given under my hand and official seal the day and year last above written.

W. H. Hume  
Notary Public in and for the State of Washington,  
residing at La Center, Washington

STATE OF WASHINGTON

County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

MAIL TO  
Warren D. Stephens  
La Center, Wash.  
R.F.D.#2

PUGST COUNTY  
OFFICE OF THE CLERK  
WARRANTY DEED  
(STATUTORY FORM)  
FROM

TO

W. H. Hume  
402-233  
20  
24  
1946  
RECORDED  
INDEXED  
AUG 21 1946  
CLERK OF COUNTY

WARRANTY DEED



Clark County Property Profile



VANCOUVER  
WASHINGTON



**CHICAGO TITLE Fidelity National Title**  
TWO COMPANIES ONE UNITED TEAM

<b>Parcel #</b>	258919000	<b>Owner</b>	Stephens, Perry D Stephens, Carleen M
<b>Ref Parcel</b>		<b>Owner Address</b>	PO Box 2046 Battle Ground WA 98604
<b>Site Address</b>	617 NW 348th St La Center WA 98629 - 3208	<b>Market Total Value</b>	\$510,892.00
<b>Lot Size</b>	20.01 Acres (871,636 SqFt)	<b>Assessed Total Value</b>	\$510,892.00
<b>Building Area</b>	1,200 SqFt	<b>Year Built</b>	1986
<b>School District</b>	La Center	<b>Sale Date</b>	05/27/2003
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	\$450,100.00
<b>Bedrooms</b>	1	<b>Subdivision</b>	
<b>Bathrooms</b>	1	<b>Land Use / Land Use Std</b>	11 - Household, Single Family Units / RSFR - Single Family Residence

**Legal** #56 SEC 34 T5N R1EWM 20.01A



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.

5454348 D

Total Pages: 4 Rec Fee: \$77.00  
eRecorded in Clark County, WA 10/20/2017 03:27 PM  
CHICAGO TITLE FISHERS LANDING  
SIMPLIFILE LC E-RECORDING

**When recorded return to:**

Seth W. Stephens and Jennifer S. Stephens  
614 NW 348th Street  
La Center, WA 98629

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

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

Escrow No.: 622-92232

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Perry D. Stephens and Carleen M. Stephens, 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 Seth W. Stephens and Jennifer S. Stephens, husband and wife

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.)

#39 Section 34, Township 5 North, Range 1 East

Tax Parcel Number(s): 258906-000

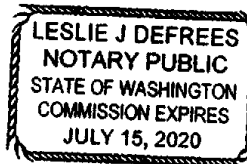
Subject to: SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART  
Dated: 10-17-17 HEREOF

\_\_\_\_\_  
Perry D. Stephens  
  
\_\_\_\_\_  
Carleen M. Stephens

State of WASHINGTON  
County of CLARK

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens 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: 10-17-17  
  
\_\_\_\_\_  
Leslie J. DeFrees  
Notary Public in and for the State of Washington  
Residing at: Battle Ground, WA  
My appointment expires: July 15, 2020



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 258906-000**

---

**Parcel I**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34; thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 402.23 feet to the true point of beginning; thence leaving said North line, South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet; thence South 88°04'2" East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet; thence North 02°18'53" East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter; thence North 88°04'02" West, along said North line, for a distance of 315.13 feet to the true point of beginning;

**Parcel II**

A 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**Parcel III**

A non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34; thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter; thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the true point of beginning; thence leaving said East line, North 88°04'02" West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet; thence South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet; thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet; thence South 70°32'44" East, for a distance of 52.41 feet to the East line of said Northwest Quarter; thence North 02°01'22" East, along said East line, for a distance of 45.78 feet to the true point of beginning;

**EXHIBIT "B"**  
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Road Maintenance Agreement  
Recording Date: October 26, 1990  
Recording No.: 9010260020  
  
and Re-Recording Date: July 1, 1991  
and Re-Recording No.: 9107010185
3. Boundary Line Adjustment, and the terms and conditions thereof:  
Recording Date: June 8, 2017  
Recording No.: 5411015
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: September 20, 1977  
Recording No.: 7709200179  
Affects: The East 30 feet of the West 31 feet
5. 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: April 12, 1988  
Recording No.: 8804120141
6. 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: November 19, 1993  
Recording No.: 9311190181  
Affects: North 30 feet of the West 30 feet
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 Book 56, Page 121
8. 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 67, Page 053
9. Any question that may arise due to shifting or change in the course, boundaries or high water line of East Fork Lewis River Tributaries or due to prior shifting or changing of the course, boundaries or high water line; and rights of the State of Washington in and to that portion of said Land, if any, lying in the bed or former bed of East Fork Lewis River Tributaries.

**EXHIBIT "B"**

Exceptions  
(continued)

10. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.

**5411015 BLA**

Total Pages: 20 Rec Fee: \$92.00

Recorded in Clark County, WA 06/08/2017 03:15 PM

CARLEEN M STEPHENS

Excise #: 766982

After Recording

Return To:

Mark F. Stoker

Heurlin, Potter, Jahn, Leatham,

Holtmann & Stoker, P.S.

211 E. McLoughlin Blvd., Suite 100

Vancouver, WA 98663

---

**BOUNDARY LINE ADJUSTMENT AGREEMENT**

Grantor/Grantee: Perry D. Stephens and Carleen M. Stephens, husband and wife

Grantee/Grantor: Mary Sue Rerick and Mark E. Stephens and Roni A. Stephens, husband and wife

Legal Description (abbreviated): #56 SEC 34 T5N R1EWM 22.29A; #110 SEC 34 T5N R1EWM 6A M/L; #39 SEC 34 T5N R1EWM; and #59 SEC 34 T5N R1EWM 6.25A

Assessors Tax Parcel ID #: 258919000, 258972000, 258906000, and 258922000

Reference No. of Document Released or Assigned:

This Boundary Line Adjustment Agreement is made this 8<sup>th</sup> day of June, 2017 by PERRY D. STEPHENS and CARLEEN M. STEPHENS, husband and wife ("Perry"), and MARY SUE RERICK ("Rerick") and MARK E. STEPHENS and RONI A. STEPHENS, husband and wife ("Mark").

**RECITALS**

- A. Perry owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 22.29 acres known as Tax Lot 56, Assessor's Parcel Number 258919000 and legally described on Exhibit A ("Tax Lot 56"); and
- B. Rerick owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6 acres known as Tax Lot 110, Assessor's Parcel Number 258972000 and legally described on Exhibit B ("Tax Lot 110"); and
- C. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately .8 acres known as Tax Lot 39, Assessor's Parcel Number 258906000 and legally described as a portion of Exhibit C ("Tax Lot 39"); and

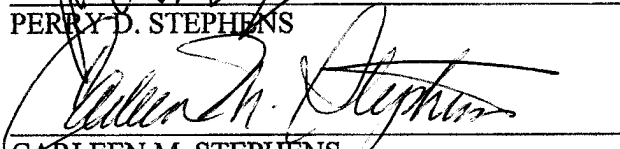
- D. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6.25 acres known as Tax Lot 59 , Assessor's Parcel Number 258922000 and legally described on Exhibit D ("Tax Lot 59"); and
- E. A map of current Tax Lots 56, 110, 39 and 59 is attached hereto as Exhibit E.
- C. The parties wish to adjust the boundaries between the above described parcels in a manner that will continue to maintain the same number of parcels but will adjust the size and configuration of the same, but will not reduce any parcel below the minimum lot size required by the applicable zoning code.

**NOW THEREFORE**, the parties agree as follows:

1. The boundary lines currently for Tax Lot 56, Tax Lot 39 and Tax Lot 59 are hereby adjusted in order to provide for new boundary lines for the creation of the following described new parcels:
  - a. Adjusted Tax Lot 56 is legally described in the attached Exhibit F;
  - b. Adjusted Tax Lot 39 is legally described in the attached Exhibit G;
  - c. Adjusted Tax Lot 59 is legally described in the attached Exhibit H; and
  - d. A drawing of Adjusted Tax Lots 56, 39, 110 and 59 is attached as Exhibit I.
2. Mark hereby quitclaims and conveys unto Perry, their successors and assigns that portion of Tax Lot 59 and Tax Lot 39 necessary to create the new Adjusted Tax Lot 56 and Adjusted Tax Lot 39. Perry hereby quitclaims and conveys unto Mark his successors and assigns that portion of Lot 56 necessary to create the new Adjusted Tax Lot 59.
3. The boundary lines for Rerick's Tax Lot 110 will not change in any way.
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.
5. This Agreement is done in accordance with RCW 58.17 et seq. and is expressly for the purpose of a boundary line adjustment and not the creation of a new lot.
6. The consideration for this Agreement is the adjustment of the boundary lines.

Executed on the date first above written.

  
\_\_\_\_\_  
PERRY D. STEPHENS

  
\_\_\_\_\_  
CARLEEN M. STEPHENS

BOUNDARY ADJUSTMENT AGREEMENT - 2

\_\_\_\_\_  
MARY SUE RERICK

\_\_\_\_\_  
MARK E. STEPHENS

\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  }ss.  
County of Clark }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: 6-5-17

**REGINA HOLMES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 15, 2018**

*Regina Holmes*

Name (typed or printed): Regina Holmes  
NOTARY PUBLIC in and for the State of WA  
Residing at Clark County  
My appointment expires: May 15, 2018

STATE OF WASHINGTON }  
  }ss.  
County of Clark }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3



Mary Sue Rerick  
 MARY SUE RERICK

\_\_\_\_\_  
 MARK E. STEPHENS

\_\_\_\_\_  
 RONI A. STEPHENS

STATE OF WASHINGTON }  
   } ss.  
 County of Clark       }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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.

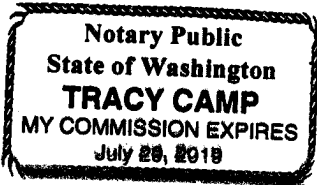
DATED: \_\_\_\_\_

\_\_\_\_\_  
 Name (typed or printed): \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
   } ss.  
 County of Clark       }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 2/16/17



Tracy Camp  
 Name (typed or printed): TRACY CAMP  
 NOTARY PUBLIC in and for the State of WA  
 Residing at Vancouver, WA  
 My appointment expires: July 29<sup>th</sup>, 2019

BOUNDARY ADJUSTMENT AGREEMENT - 3

\_\_\_\_\_  
MARY SUE RERICK

*Mark E. Stephens*  
\_\_\_\_\_  
MARK E. STEPHENS

*Roni A. Stephens*  
\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
                                      }ss.  
County of Clark }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
                                      }ss.  
County of Clark }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3

STATE OF WASHINGTON }  
 } ss.  
County of Clark }

I certify that I know or have satisfactory evidence that Mark E. Stephens and Roni A. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Washington  
County of Clark

On this 25 day of Jan, 2017, Roni and Mark Stephens personally appeared before me,

- who is personally known to me,  
 whose identity I verified on the basis of \_\_\_\_\_  
 whose identity I verified on the oath/affirmation of \_\_\_\_\_

a credible witness,  
to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.

Doran L. McArthur  
\_\_\_\_\_  
Notary Signature  
My Commission Expires: Aug 15, 2019



Exhibit A  
Tax Lot #56

**The West half of the following described property:**

**Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County, running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.**

**EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.**

**Situate in the County of Clark, State of Washington.**

**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.**

Exhibit B  
Tax Lot #110

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.  
EXCEPT the West half thereof.  
ALSO EXCEPT the East 950 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

ALSO SUBJECT TO a 20 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across that portion of the West 20 feet of the above described tract lying North of the 60 foot wide easement described above.

Grantors herein reserve, for themselves and their successors and assigns, participation in the above non-exclusive easements for the benefit of Grantor's property in said Section 34.

SUBJECT TO easements of record.

Exhibit C  
Tax Lot #39

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ )  
of Section Thirty-four (34), Township Five (5) North of Range  
One (1) East of the Willamette Meridian.

ALSO: Beginning at the Northeast corner of the Southwest Quarter  
of Section Thirty-four (34), Township Five (5) North of Range One  
(1) East of the Willamette Meridian and running thence West 247  
feet; thence South 38° 29' East 287.6 feet; thence South 27° 49'  
East 59.9 feet; thence South 0° 51' West 27.5 feet to a point in  
the county road; thence North 69° 33' East, along said road, 48 feet,  
more or less, to the East line of the Southwest Quarter of said  
Section; and thence North to the point of beginning.

Exhibit D  
Tax Lot #59

The East 850 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 6 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

BEGINNING at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34; thence along the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 850 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Exhibit E  
Current lot Configuration

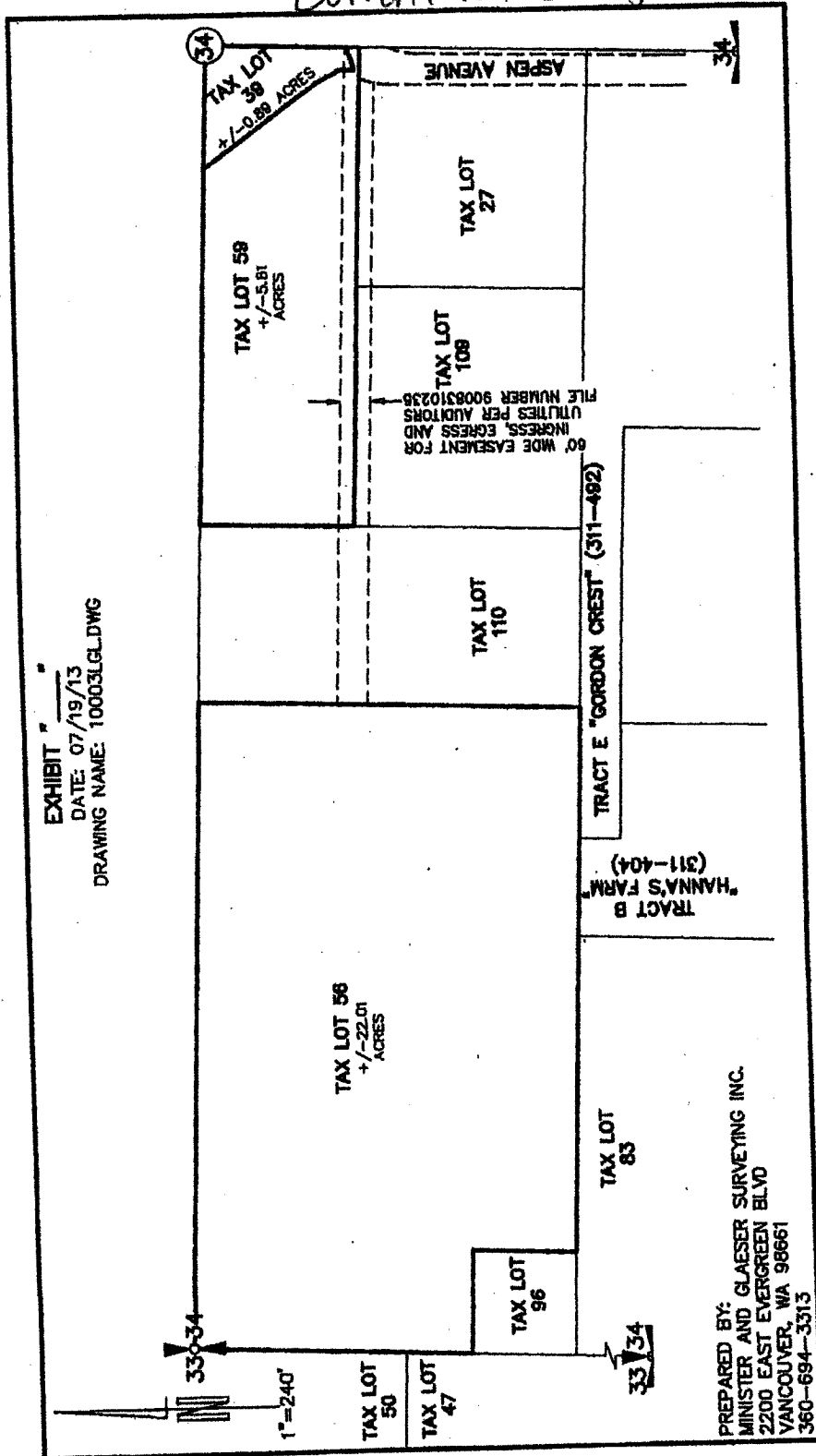
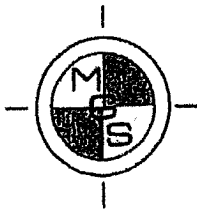


EXHIBIT E  
DATE: 07/19/13  
DRAWING NAME: 10003LGL.DWG

PREPARED BY:  
MINISTER AND GLAESER SURVEYING INC.  
2200 EAST EVERGREEN BLVD  
VANCOUVER, WA 98661  
360-694-3313



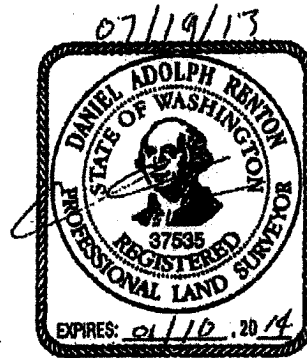


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT F



**ADJUSTED TAX LOT 56  
ASSESSORS PARCEL NUMBER: #258919000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 402.23 feet;

Thence leaving said North line, South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North 02°18'53" East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence South 88°04'02" East, along said North line, for a distance of 586.90 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 767.25 feet to the South line of the North 767.25 feet of said Northwest Quarter;

Thence leaving said East line, North 88°04'02" West, along said South line, for a distance of 1099.45 feet to the Southeast corner of the "Boehm" parcel as described and recorded under Clark County, Washington Auditors File Number 9008230211;

Thence leaving said South line, North 02°18'53" East, along the East line of said "Boehm" parcel, for a distance of 208.71 feet to the Northeast corner thereof;

Thence leaving said East line, North 88°04'02" West, along the North line of said "Boehm" parcel, for a distance of 208.71 feet to the Northwest corner thereof and the West line of said Northwest Quarter;

Thence leaving said North line, North 02°18'53" East, along said West line, for a distance of 558.55 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOGETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North 88°04'02" West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

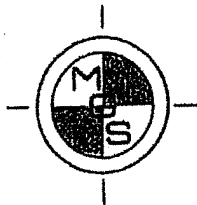
Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South 70°32'44" East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North 02°01'22" East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 871509 square feet or 20.01 acres of land, more or less.  
Perimeter: 4699.8643 feet

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

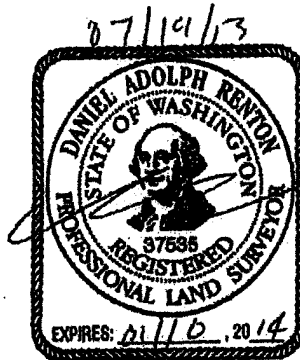


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

JULY 19, 2013

EXHIBIT G



**ADJUSTED TAX LOT 39  
ASSESSORS PARCEL NUMBER: #258906000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 402.23 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said North line, South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North  $02^{\circ}18'53''$  East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence North  $88^{\circ}04'02''$  West, along said North line, for a distance of 315.13 feet to the **TRUE POINT OF BEGINNING**;

**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South  $02^{\circ}01'22''$  West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North  $88^{\circ}04'02''$  West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

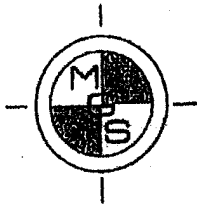
Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South  $70^{\circ}32'44''$  East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North  $02^{\circ}01'22''$  East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 2 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

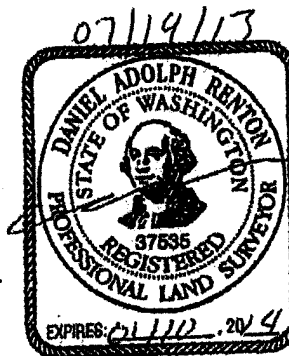


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT H



**ADJUSTED TAX LOT 59  
ASSESSORS PARCEL NUMBER: #258922000**

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence North  $88^{\circ}04'02''$  West, along the North line of said Northeast Quarter, for a distance of 950.01 feet to the Northwest corner of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34;

Thence leaving said North line, South  $01^{\circ}43'43''$  West, along the West line of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34, for a distance of 307.25 feet to the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence leaving said West line, South  $88^{\circ}04'02''$  East, along the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34, for a distance of 950.01 feet to the East line of said Northeast Quarter;

Thence leaving said North line, North  $01^{\circ}43'43''$  East, along said East line, for a distance of 307.25 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH AND SUBJECT TO**, a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235

**CONTAINING:** 6.7 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

**EXHIBIT I**  
**DRAWING OF ADJUSTED TAX LOTS**

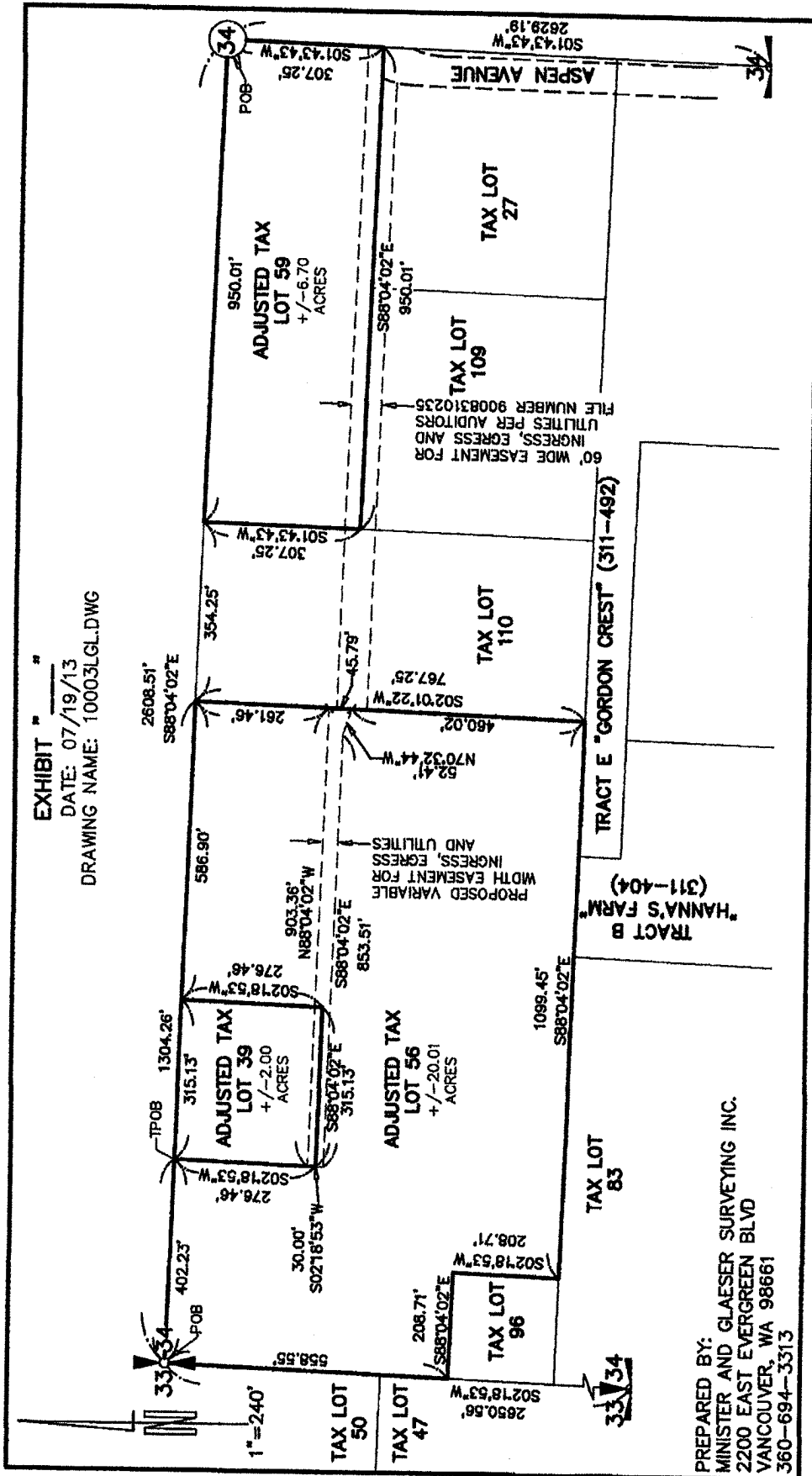
BOUNDARY ADJUSTMENT AGREEMENT - 13



EXHIBIT " " "

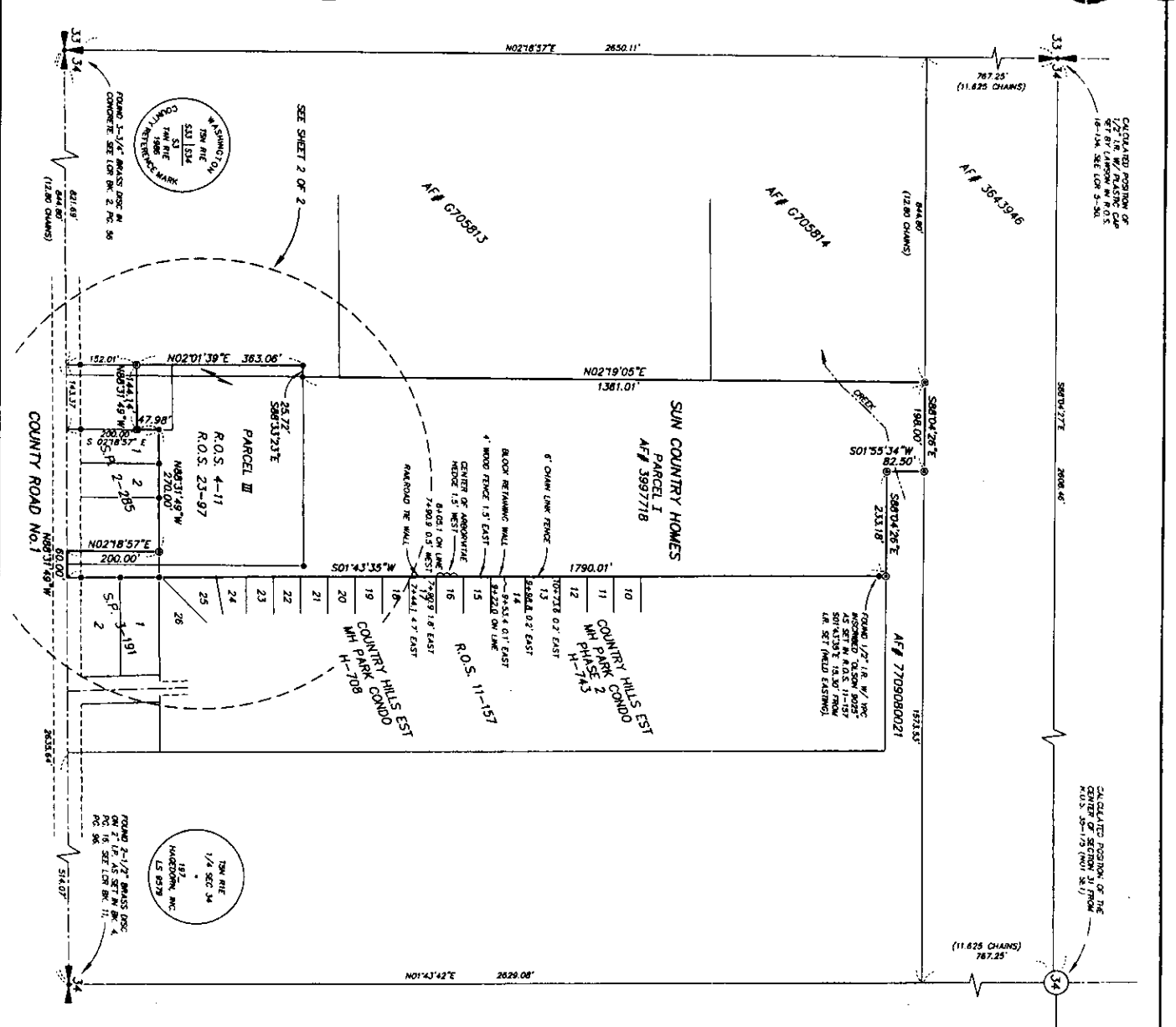
DATE: 07/19/13

DRAWING NAME: 10003LGL.DWG

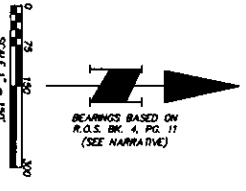


PREPARED BY:  
 MINISTER AND GLAESER SURVEYING INC.  
 2200 EAST EVERGREEN BLVD  
 VANCOUVER, WA 98661  
 360-694-3313

34-5-1 (38) (120) (75) (62) (121) 2/285 G. TA<sup>9</sup> PTV (58) (33)

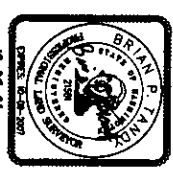


**SURVEY**  
 in the SW 1/4 of the SW 1/4  
 and the NW 1/4 of the SW 1/4  
 of SECTION 34, T5N, R1E, W.M.,  
 CLARK COUNTY, WASHINGTON



- LEGEND**
- MONUMENT AS SHOWN (RED SEPTEMBER 2004)
  - SET 3/8" x 30" IRON REBAR WITH YELLOW PLASTIC CAP STAMPED TANDY LS 21581
  - R.O.S. = RECORD OF SURVEY
  - S.P. = SHORT PLAT
  - LCM = LAND CORNER RECORD
  - ( ) RECORD DATA
  - AF# = AUDITOR'S FILE NUMBER
  - 1/2" = IRON PIPE
  - 1/8" = IRON ROD
  - 9/16" = NIGHT-OR-NITE
  - PC = YELLOW PLASTIC CAP
  - CHAIN = 66.00 FEET

**SURVEYOR'S CERTIFICATE**  
 This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Recording Act of the request of the SAN COUNTRY HOMES in AUGUST, 2008



**AUDITOR'S CERTIFICATE**  
 Fees for record this 24th day of OCTOBER, 2006 of 9 a.m. in Book 56 of surveys of Page 154 of the request of Hagedorn, Inc. (Signed) *Shawn C. Sed* (Deputy County Auditor)

NOTE: Hagedorn, Inc. makes no warranty as to matters of aviation title with or without exception, oil, gas, mineral, or other.

**HAGEDORN, INC.**  
 Surveying and Engineering

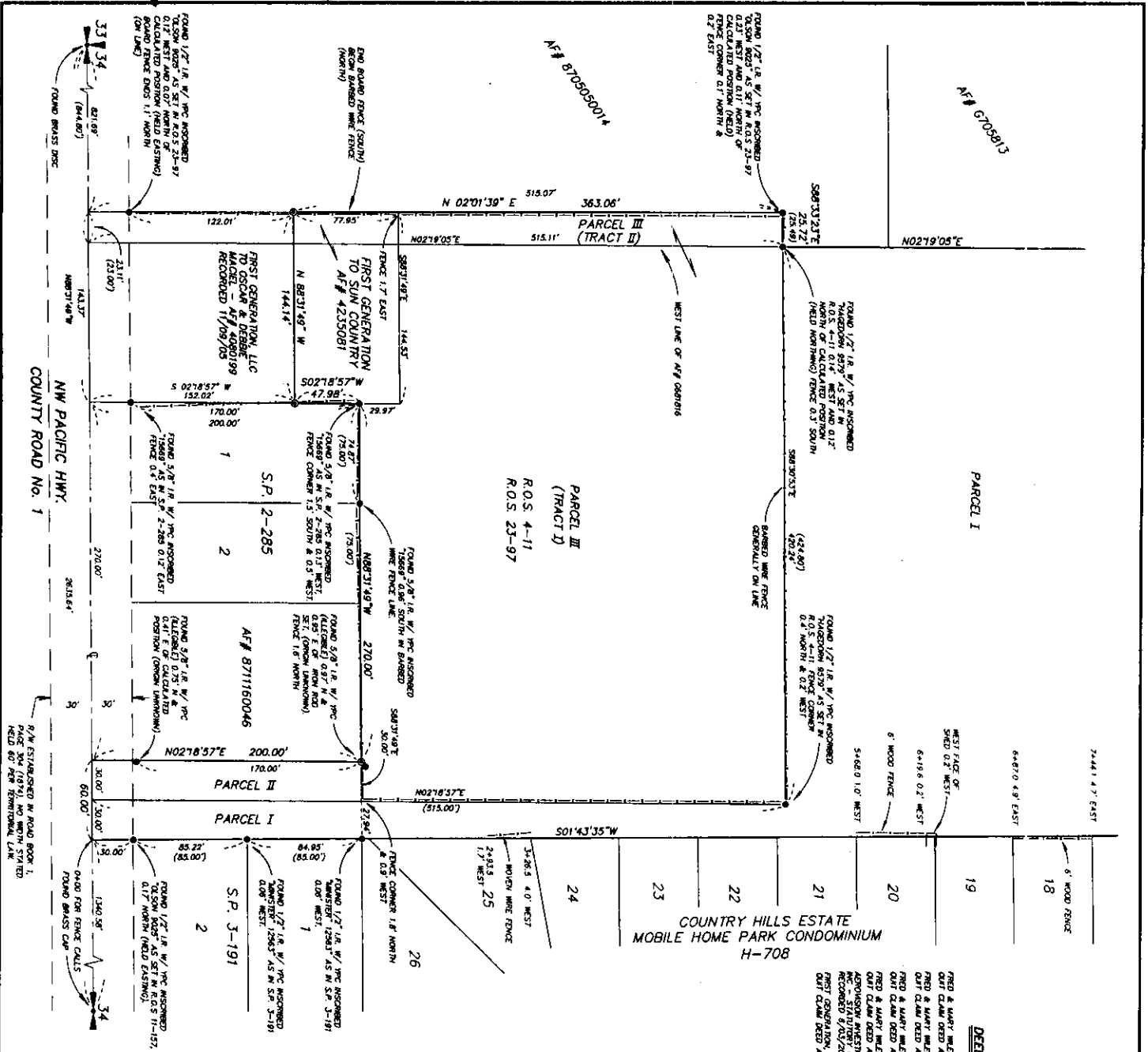
1924 Broadway, Vancouver, WA 98663  
 Ph: (360) 656-4428 FAX: 654-8934

SCALE: 1"=150'	CALC. BY: BPT	DWG. NO. 04-27780-DWG
DATE: 10-17-06	DRAWN BY: CMB	SHEET 1 OF 2
DNR NO.: 06-036	CHECKED BY: CMB	

BK 56 Pg 154 SL 162

4 Sp 3/19/14  
 H/743 Lts. 10-18, H/708 Lts. 9-25

34-5-1 ptm (82) (83) (50) (9)



**HAGEDORN, INC.**  
 Surveying and Engineering

1924 Broadway Vancouver, WA 98663  
 Ph: (360) 686-4428 (303) 283-6778

SCALE: 1" = 50'  
 DATE: 10-17-06  
 CALC. BY: [initials]  
 DRAWN BY: [initials]  
 CHECKED BY: [initials]  
 DATE: 08-10-07

ONE 7th-27th WZ  
 SECT 2 OF 2



**NARRATIVE**

THE PURPOSE OF THIS SURVEY WAS TO LOCATE THE BOUNDARIES OF THE SUN COUNTRY HOMES TRACTS PER THE CITED DEEDS. FIELD WORK CONSIDERED TO BE ACCURATE. THE SURVEY WAS CONDUCTED BY THE SURVEYOR IN THE PRESENCE OF THE TRAVELER REPRESENTATIVE AND CLOSED ON THE SURVEY. THE SURVEY OF SECTION 24 IS SHOWN ON THAT SURVEY BY HAGEDORN, INC. RECORDED IN BK 4 OF SURVEYS PAGE 11. A CLOSED LOOP TRAVELER PROMPTING PROGRESSIVE FOUND MONUMENTS WERE EITHER MANAGED THROUGHOUT BY LOCAL RESIDERS FROM THE TRAVELER COUNTY. THE EQUIPMENT USED TO COLLECT DATA FROM THE SURVEY INSTRUMENTS AND RECORDING DATA FROM THE CONTROL TRAVELER FIELDWORK METERS OR CHIEFS THE STANDARDS CONTAINED IN WAC 120-100-020.

- DEED REFERENCE**
- TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235081) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235082) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235083) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235084) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235085) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235086) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235087) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235088) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235089) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235090) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235091) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235092) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235093) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235094) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235095) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235096) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235097) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235098) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235099) RECORDED 10/28/05
  - TRAVELER MANAGED TO APPROXIMATE ANTIQUITY, LLC (DEED # 4235100) RECORDED 10/28/05
- LEGEND**
- MONUMENT AS SHOWN (RED SEPTEMBER 2004)
  - SET 5/27/07 BY ROW REPAIR WITH YELLOW PLASTIC CAP STAKED - TANDY LS 215617
  - WITH STEEL FENCEPOST SET ALONGSIDE
  - R.O.S. = RECORD OF SURVEY
  - LOC = LAND CORNER RECORD
  - S.R. = SHORT P.A.I.
  - ( ) RECORD DATA
  - AF# = ALLOTOR'S FILE NUMBER
  - LP = ROW PIPE
  - LR = ROW ROD
  - E = CENTERLINE
  - R/R = RIGHT-OF-WAY
  - YPC = YELLOW PLASTIC CAP

**SURVEY**

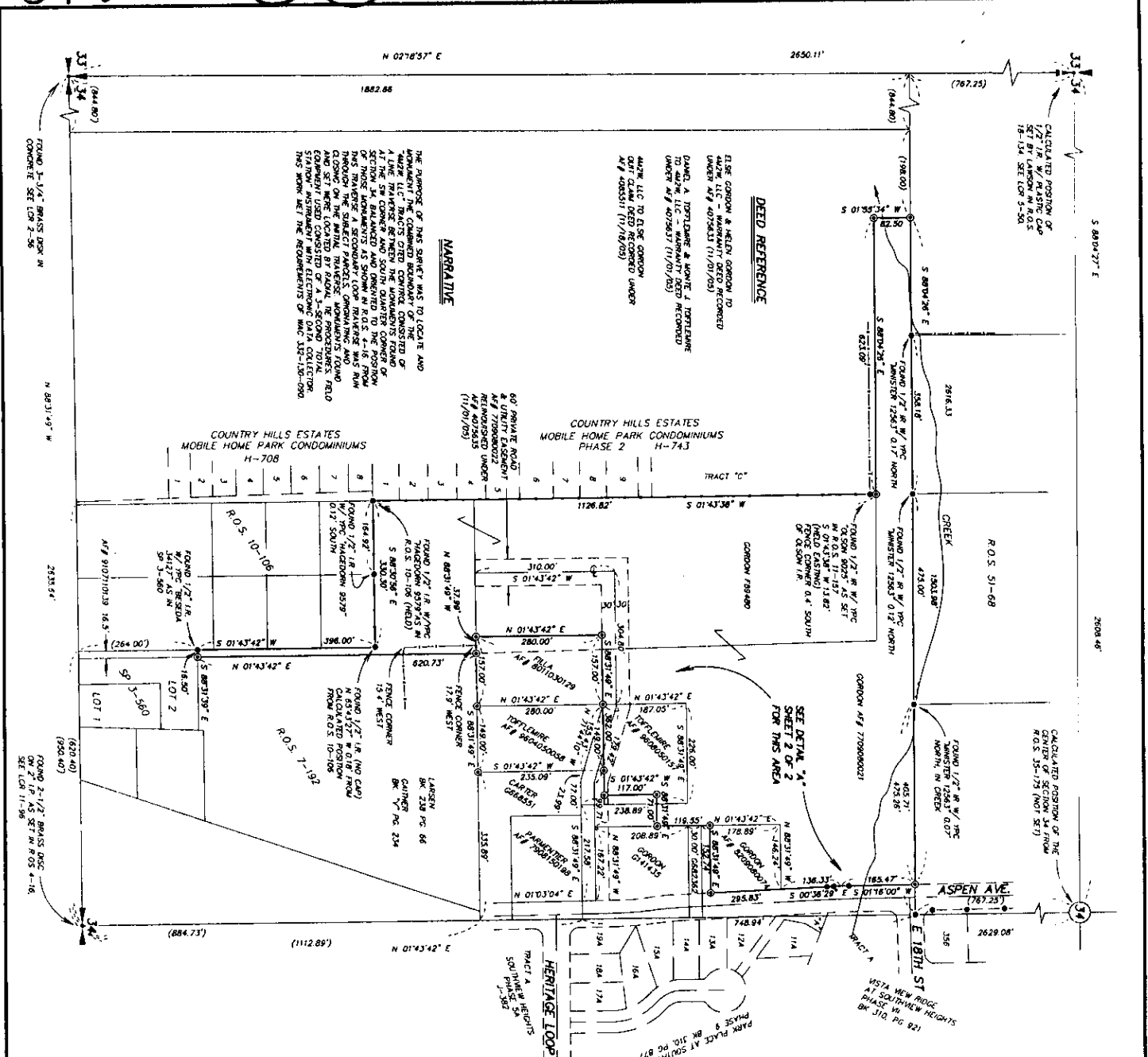
In the SW 1/4 of the SW 1/4 of the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W1M, CLARK COUNTY, WASHINGTON

BEARINGS BASED ON R.O.S. BK 4, PG. 11 (SEE NARRATIVE)

SCALE 1" = 50'

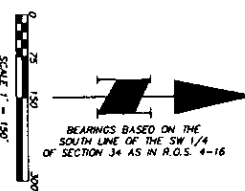
0 25 50 100

34-91 (9) (11) (14) (81) ptn 50 59 27 115 79 52



**SURVEY**

in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON



**LEGEND**

- MONUMENT AS SHOWN, RED PERMANENT 2005
- SET 4.0\"/>
- R.O.S. = RECORD OF SURVEY
- ( ) = RECORD DATA
- A.T.J. = AUDITOR'S FILE NUMBER
- L.P. = ROW PICE
- R/R = ROW ROAD
- E = CENTERLINE
- N/M = RIGHT-OF-WAY
- P/C = YELLOW PLASTIC CAP

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of **ANZ LLC** or **ANZ** 2008.

**SURVEYOR'S CERTIFICATE**

I, **DAVID HAGEDORN**, a duly Licensed Professional Surveyor in the State of Washington, do hereby certify that this is a true and correct copy of the original survey as shown on the attached sheets.

Dated this **20th** day of **SEPTEMBER**, 20**08**.

**DAVID HAGEDORN**  
Professional Surveyor  
No. 234



**AUDITOR'S CERTIFICATE**

I, **DAVID HAGEDORN**, a duly Licensed Professional Surveyor in the State of Washington, do hereby certify that this is a true and correct copy of the original survey as shown on the attached sheets.

Dated this **20th** day of **SEPTEMBER**, 20**08**.

**DAVID HAGEDORN**  
Professional Surveyor  
No. 234

**HAGEDORN, INC.**  
Surveying and Engineering

1924 Broadway Vancouver, WA 98663  
Ph: (360) 696-4428 (503) 283-6778

SCALE: 1" = 150'  
DATE: 09-20-08  
CALC BY: DHT  
CHECKED BY: DHT  
DRAWN BY: DHT

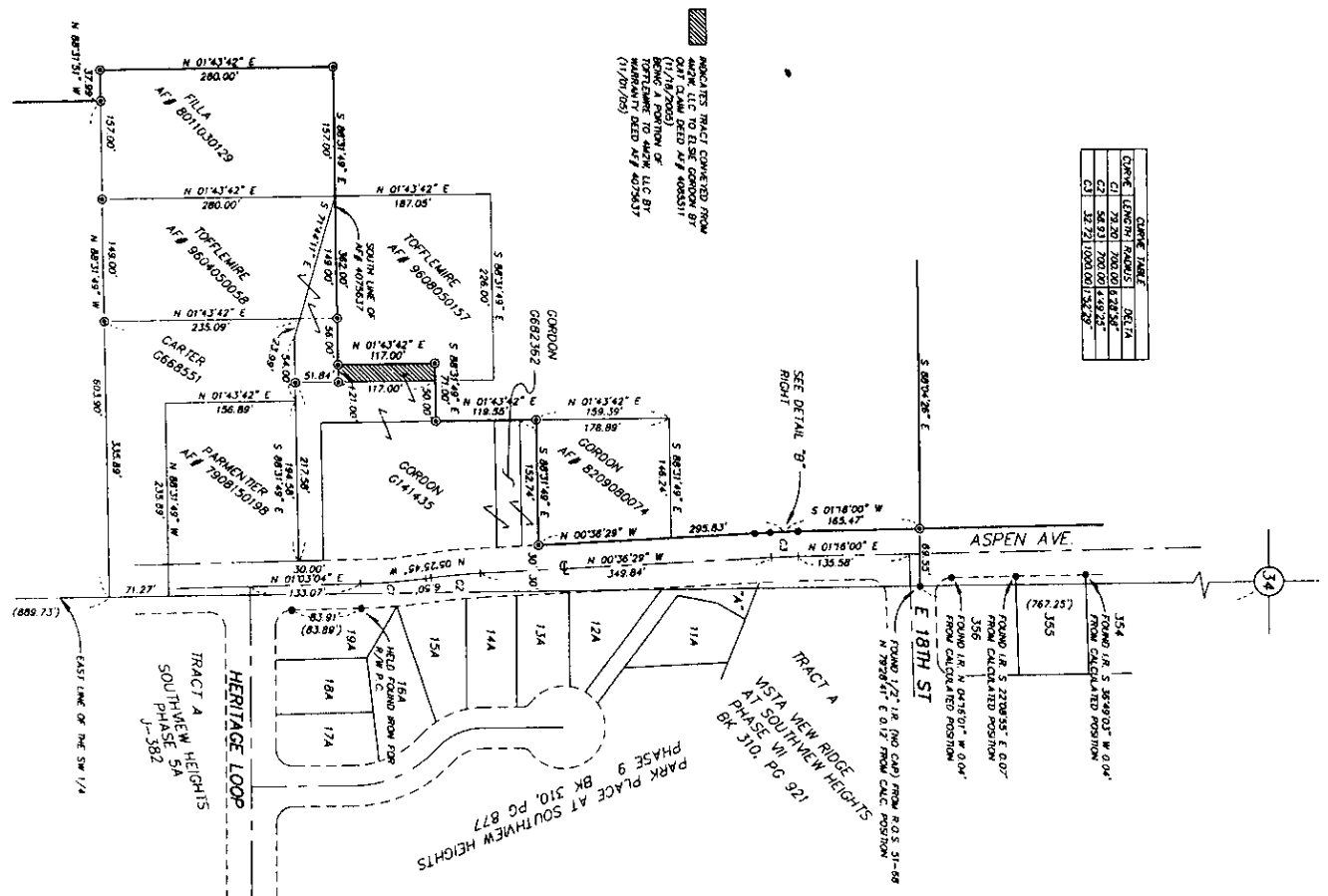
PROJECT: 34-91  
SHEET 1 OF 2

BK. 5C R. 121 SW 142

34-5-1 ptn (80) (77) (78) (3) (65) (68) (69) (72) (38)

DETAIL "A"

DATE	DESCRIPTION	BY
06/14	FIELD NOTES	AS
06/14	FIELD NOTES	AS
06/14	FIELD NOTES	AS
06/14	FIELD NOTES	AS



**ASPEN AVENUE RIGHT OF WAY**  
 THE CENTERLINE AND 5/8' WIDE ASPEN AVENUE WERE CALCULATED USING RECORD DATA FROM PLATS BK 310, PG 877 (FROM PLAT AT SOUTHWEST CORNER OF PHASE 5A) AND BK 310, PG 877 (FROM PLAT AT THE N/W CORNER OF CURVAHUE (C2) ON THE WEST LINE OF LOT 154, PLAT BK 310, PG 877 AND ROTATED THE RECORD ALIGNMENT TO BEST FIT THE "SOUTHWEST CORNER" RECORD BEING ROTATE THE BEARINGS SHOWN ON THIS SURVEY CLOCKWISE 14 SECONDS.

DETAIL "B"  
 NOT TO SCALE

- LEGEND**
- FOUND 1/2" I.R. WITH P.C. INScribed T.C.S.M. HIDDEN DIMENSION
  - SET 5/8" C.A. 10" FROM CENTER WITH YELLOW P.C. MARK
  - ⊙ SET 5/8" C.A. 10" FROM CENTER WITH YELLOW WITH STEEL FERRISSI SET ALONGSIDE
  - R.O.S. = RECORD OF SURVEY
  - LOC. = LAND CORNER RECORD
  - ( ) RECORD DATA
  - A# = ALDOR'S FILE NUMBER
  - LP = IRON PIPE
  - IR = IRON ROD
  - ± = CENTERLINE
  - R/W = RIGHT-OF-WAY
  - P/C = YELLOW PLASTIC CAP



**SURVEY**  
 in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON

**HAGEDORN, INC.**  
 Surveying and Engineering  
 1924 Broadway Vancouver, WA 98663  
 PH (360) 696-4428 (503) 283-6778  
 FAX (360) 696-4428 (503) 283-6778

SCALE: 1" = 100'  
 DATE: 9-01-2008  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

NOTE: Hagedorn, Inc. makes no warranties as to matters of unavailability such as encumbrances, estoppel, adverse possession, etc.

DR 5C R 121 SW 212

H/143 Uts. 1-9 & U.C

10

2

AFTER RECORDING MAIL TO:

Perry D. Stephens and Carleen M. Stephens  
 PO Box 2046  
 Battle Ground, WA 98604

Real Estate Excise Tax  
 Ch. 11 Rev. Laws 1951  
 \$ 8070.00 has been paid  
**519505**  
 Recp.# \_\_\_\_\_ Date 52703  
 Sec. 61, see Affd. No. \_\_\_\_\_  
 Doug Lasher  
 Clark County Treasurer  
 BY \_\_\_\_\_ Deputy

Filed for Record at Request of:  
 First American Title Insurance Company



**First American Title  
 Insurance Company**

**STATUTORY WARRANTY DEED**

File No: **4282-165334 (CJK)**

Date: **May 21, 2003**

Grantor(s): **Betty Jean Stephens**  
 Grantee(s): **Perry D. Stephens and Carleen M. Stephens**  
 Abbreviated Legal: **Section 34, Township 5 North, Range 1 East**  
 Additional Legal on page:  
 Assessor's Tax Parcel No(s): **258919-000**

**THE GRANTOR(S) Betty Jean Stephens, as her separate estate** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Perry D. Stephens and Carleen M. Stephens, husband and wife**, the following described real estate, situated in the County of **Clark**, State of **Washington**.

**The West half of the following described property:**

**Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County, running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.**

**EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.**

**Situate in the County of Clark, State of Washington.**

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.



3643946

Page: 2 of 2  
05/27/2003 03:03P

FIRST AMERICAN TITLE

D

20.00 Clark County, WA

APN: 258919-000

Statutory Warranty Deed  
- continued

File No.: 4282-165334 (CJK)  
Date: 05/21/2003

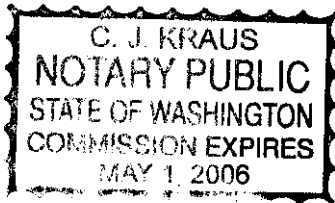
*Betty Jean Stephens*  
Betty Jean Stephens

STATE OF Washington           )  
  )-SS  
COUNTY OF Clark                )

I certify that I know or have satisfactory evidence that **Betty Jean Stephens**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 5/27/03

*C. J. Kraus*  
Notary Public in and for the State of Washington  
Residing at: *VANCOUVER*  
My appointment expires: *5/1/06*



**AFTER RECORDING RETURN TO:**

**JACKSON, JACKSON & KURTZ, INC. PS**  
704 EAST MAIN STREET, SUITE 102  
BATTLE GROUND, WA 98604

**AFFIDAVIT TO THE PUBLIC**

Reference: 010609

**STATE OF WASHINGTON**        )  
  ) ss.  
**COUNTY OF CLARK**         )

**BETTY J. STEPHENS**, being first duly sworn, upon oath deposes and says:

That this affidavit is made for the purpose of supplying information for record pertaining to that certain Community Property Agreement, executed by **WM. DEAN STEPHENS** and **BETTY JEAN STEPHENS**, husband and wife, dated October 4, 1974, and recorded as Clark County Auditor's File No. 3331137, on June 12, 2001, and also to the estate of **WILLIAM DEAN STEPHENS**, deceased, one of the parties to said agreement, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the following described real property, situate in Clark County, Washington:

Tax Serial No. 258919-000

The west half of the following described property:





Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County; running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.

EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.

Situate in the County of Clark, State of Washington.

Assessed Value: \$117,590.00

**FIRST**, that **WILLIAM DEAN STEPHENS** died on May 27, 2001, in La Center, Washington. The Death Certificate is attached hereto.

**SECOND**, that the parties to said agreement entered into no subsequent joint Wills or Agreements which would have the effect of abrogating or nullifying the above-mentioned Community Property Agreement.

**THIRD**, that no federal estate tax was due the United States of America for the reason that the taxable estate was within the specific exemption allowed decedent at the time of his death.

**FOURTH**, no estate taxes were imposed by the State of Washington.

**FIFTH**, that all obligations of the Community owing at the date of death have been paid in full or provided for, and all expenses of last illness and funeral expenses have been paid.

**SIXTH**, that your affiant is the surviving spouse of the decedent, and these facts and representations set out herein are within the personal knowledge of your affiant, and may be relied upon by all persons dealing with the assets of said decedent.

**DATED** this 15 day of June, 2001.

*Betty J. Stephens*  
**BETTY J. STEPHENS**




SIGNED AND SWORN to before me this 15 day of June, 2001, by **BETTY J. STEPHENS.**

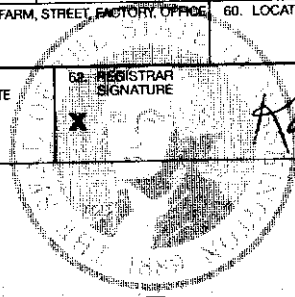
*Peter K Jackson*  
**NOTARY PUBLIC** in and for the State of Washington;  
my commission expires: 10-23-01



**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
CERTIFICATE OF DEATH**

2. COPIES 34  
3. HOSPITAL  
4. OCCURRENCE  
5. RESIDENCE  
6. TRACT  
7. OCCUPATION  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21. ACC. LOC.  
22. QUERIES  
23.  
24.

1. NAME First Middle Last <b>William Dean Stephens</b>		2. SEX (M / F) <b>M</b>	3. DEATH DATE (Mo, Day, Yr) <b>May 27, 2001</b>
4. AGE LAST BIRTHDAY (Yrs) <b>77</b>	5. UNDER 1 YEAR MOS DAYS <b>MOS</b>	6. UNDER 1 DAY HOURS MINS <b></b>	7. BIRTHDATE (Mo, Day, Yr) <b>5-11-1924</b>
8. BIRTHPLACE (City, State or Foreign Country) <b>Kelso, WA</b>		9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) <b>Yes</b>	13. COUNTY OF DEATH <b>Clark</b>
11. CITY, TOWN OR LOCATION OF DEATH <b>LaCenter</b>		12. PLACE OF DEATH — <input checked="" type="checkbox"/> BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1. <input checked="" type="checkbox"/> HOME 2. <input type="checkbox"/> IN TRANSPORT 3. <input type="checkbox"/> EMERG. RM/OUT PTN 4. <input type="checkbox"/> HOSP. 5. <input type="checkbox"/> NUR HOME 6. <input type="checkbox"/> OTHER PLACE <b>614 NW 348th St.</b>	
14. MARITAL STATUS — Married, Never married, Widowed, Divorced (Specify) <b>Married</b>	15. SURVIVING SPOUSE (If wife, give maiden name) <b>Betty J. Morris</b>	16. SOCIAL SECURITY NO. <b>538-16-4529</b>	17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (1-4 or 5+) <b>12</b>
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) <b>Owner/Operator</b>	19. KIND OF BUSINESS OR INDUSTRY <b>Insulating Co.</b>	20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify: <b>No</b>	21. RACE (Specify) <b>White</b>
22. RESIDENCE — NUMBER AND STREET <b>614 NW 348th St.</b>	23. CITY/TOWN, OR LOCATION <b>LaCenter</b>	24. INSIDE CITY LIMITS? (Yes / No) <b>no</b>	25A. COUNTY <b>Clark</b>
		25B. LENGTH OF RES. IN CO. <b>77 yrs</b>	26. STATE <b>WA</b>
			27. ZIP CODE <b>98629</b>
28. FATHER'S NAME — FIRST, MIDDLE, LAST <b>Warren D. Stephens</b>		29. MOTHER'S NAME — FIRST, MIDDLE, MAIDEN SURNAME <b>Cora B. Randall</b>	
30. INFORMANT — NAME <b>Betty Stephens</b>		31. MAILING ADDRESS STREET OR RFD NO. CITY OR TOWN STATE ZIP <b>614 NW 348th St. LaCenter WA 98629</b>	
32. BURIAL, CREMATION REMOVAL, OTHER (Specify) <b>Burial</b>	33. DATE (Mo, Day, Yr) <b>6-1-2001</b>	34. CEMETERY/CREMATORY — NAME <b>Evergreen Memorial Gardens</b>	35. LOCATION — CITY/TOWN, STATE <b>Vancouver, WA</b>
36. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>		37. NAME OF FACILITY <b>Memorial Gardens Mortuary</b>	
38. ADDRESS OF FACILITY <b>1101 NE 112th Ave. Vancouver, WA 98684</b>			
39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i>		43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <b>X</b>	
40. DATE SIGNED (Mo, Day, Yr) <b>5-29-01</b>	41. HOUR OF DEATH (24 Hrs) <b>2144</b>	44. DATE SIGNED (Mo, Day, Yr)	45. HOUR OF DEATH (24 Hrs)
42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		46. PRONOUNCED DEAD (Mo, Day, Yr)	47. HOUR PRONOUNCED DEAD (24 Hrs)
48. NAME AND ADDRESS OF CERTIFIER — PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) <b>Matthew Brouns, MD, 8614 E. Mill Plain Blvd., Vancouver, WA 98664</b>			
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH:			
IMMEDIATE CAUSE (Final disease or condition resulting in death).  DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.	A. <b>Nonsmall cell lung cancer</b>		INTERVAL BETWEEN ONSET AND DEATH <b>3 years</b>
	B.  <b>3335498</b>		INTERVAL BETWEEN ONSET AND DEATH
	C. <b>PETER JACKSON AF 12.00 Clark County, WA</b>		INTERVAL BETWEEN ONSET AND DEATH
	D.		INTERVAL BETWEEN ONSET AND DEATH
51. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE: <b>Prostate cancer, laryngeal cancer, diabetes mellitus</b>		52. AUTOPSY? (Yes / No) <b>no</b>	53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) <b>yes</b>
54. ACC. SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	55. INJURY DATE (Mo, Day, Yr)	56. HOUR OF INJURY (24 Hrs)	57. DESCRIBE HOW INJURY OCCURRED:
58. INJURY AT WORK? (Yes / No)	59. PLACE OF INJURY — AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. (Specify)	60. LOCATION — STREET OR RFD NO., CITY/TOWN, STATE	
61. RECORD AMENDMENT (Registrar use only) ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE		62. REGISTRAR SIGNATURE <i>[Signature]</i>	63. DATE RECEIVED (Mo, Day, Yr) <b>MAY 30 2001</b>



FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-008 (Rev. 7/91) (formerly DSHS 9-150)

**A**

DOH 01-003 (5/98)

**AFFIDAVIT FOR CORRECTION**

**USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY**

**ANY CHANGES MADE BELOW VOID THIS CERTIFICATE. A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.**

NUMBER OF CERTIFICATES	FEE NUMBER	INITIALS	DATE	AFFIDAVIT NUMBER
<b>STATE OFFICE USE ONLY</b>			<b>STATE OFFICE USE ONLY</b>	
The record of Birth <input type="checkbox"/> Marriage <input type="checkbox"/>		1. STATE FILE NUMBER		for
Death <input type="checkbox"/> Dissolution <input type="checkbox"/> with		3. DATE OF EVENT		
2. NAME		4. PLACE OF EVENT (City and County)		
5. FATHER'S FULL NAME (if Birth) HUSBAND (if Marriage/Dissolution)		6. MOTHER'S FULL MAIDEN NAME (if Birth), WIFE (if Marriage/Dissolution)		
THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:				
THE RECORD NOW SHOWS:		THE TRUE FACT IS:		
7.		8.		
9.		10.		
11.		12.		
13.		14.		
I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY				15.
PHONE NUMBER: _____				
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FORGOING IS TRUE AND CORRECT				
16. SIGNATURE		17. DATE	18. ADDRESS	

DCH 110-007 (Rev. 3/99)

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order. This certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

**Birth Certificates**

1. All changes must be established by documentary proof submitted with the affidavit.
2. Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.
3. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe, Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
4. Proof must be five (or more) years old or established within five years of birth.
5. Examples of documents of proof:
 

Certificate of Naturalization	Marriage Record	School Record
Census Record	Medical Record	Voter's Registration Card (if it bears an effective date)
Hospital Records	Military Record (DD-214)	Alien Registration Card (front and back)
Insurance Records	Your Child's Birth Record	Passport
6. Up to age one, the parent(s) or legal guardian may change the child's surname with an affidavit for correction provided:
  - This is a one-time only change. Subsequent changes will require a certified copy of a court ordered name change.
  - The new surname may be the mother's maiden name or father's surname (if present on the certificate) or a combination of the two.
  - After age one, surname changes require a certified copy of a court ordered name change. Minor spelling changes may be made with an affidavit and documentary proof.
7. Parent(s) may change their child's first or middle name by completing and signing an affidavit for correction (until their child's 18th birthday).
8. This affidavit cannot be used to add a father to a birth certificate. (use the paternity affidavit - form DOH 110-001)

**Death Certificates**

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
2. The medical information (cause of death) may be changed only by the attending physician or the coroner/medical examiner.

**Marriage/Dissolution (Divorce) Certificates**

1. Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in births above. A person's own birth certificate is also acceptable proof.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

Please send the proof(s) and this form/certificate to:

Attn: Corrections  
**Center for Health Statistics**  
 1112 Quince Street South  
 P.O. Box 9709  
 Olympia, WA 98507-9709

This is a legal document.  
 Complete in ink and do not alter.

**CERTIFIED**

MAY 30 2001

*Karen R. Steingart, MD.*  
 Dr. Karen Steingart  
 Health District Office  
 S.W. Washington Health District



**3335498**  
 Page: 5 of 5  
 06/20/2001 10:22A

HH00652370



3338819

Page: 1 of 2  
06/27/2001 04:20P  
Clark County, WA

JILL KURTZ

D

9.00

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1981  
EXEMPT

Ass. # 241819  
for details of tax paid see

Ass. # 65683

Clark County Treasury  
R.S. 12-21-83

RETURN ADDRESS

Jackson, Jackson & Kurtz  
704 East Main St., Ste. 102  
Battle Ground, WA 98604

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Statutory Warranty Deed

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

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

GRANTOR(S)

Stephens, Mary

Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

Stephens, William Dean

Stephens, Betty Jean

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

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

The SW 1/4 of §34, T5N R1E WM

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

258919-000

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.



Pioneer National Title Insurance Company

WASHINGTON TITLE DIVISION

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

JILL KURTZ D

REVENUE STAMPS

3338819

Page: 2 of 2

08/27/2001 04:20P

9.00 Clark County, WA

TO William Dean Stephens  
1303 N. E. 45th Street  
Vancouver, Washington 98663

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 241819 Date 12-21-83

For details of ~~FOR~~ ~~FOR~~ ~~FOR~~

Affd. # 65683

Jane S. Sparks,  
Clark County Treasurer

By [Signature]  
Deputy

### Statutory Warranty Deed

THE GRANTOR **MARY STEPHENS, a single woman.**

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

in hand paid, conveys and warrants to **WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife.**

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

The West half of the following described property:  
 Beginning at the Northeast corner of the Southwest quarter of Section 34, in Township 5 North of Range 1, East of the Willamette Meridian; running thence West 2640 feet to the Northwest corner of said Quarter Section; thence South 767.25 feet; thence East 2640 feet to the Easy line of the said Quarter Section; thence North 767.25 feet to the place of beginning.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated **October 10**, 1967, 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.

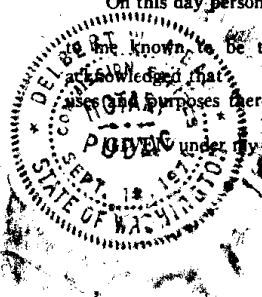
Dated this **10th** day of **October** 1967

Mary Stephens (SEAL)  
 \_\_\_\_\_ (SEAL)

STATE OF WASHINGTON, }  
 County of **CLARK** } ss.

On this day personally appeared before me **MARY STEPHENS, a single woman.**

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



under my hand and official seal this **10th** day of **October** 1967

Robert W. Mead  
 Notary Public in and for the State of Washington,  
 residing at **Vancouver, therein.**

RETURN ADDRESS

Jackson, Jackson & Kurtz  
704 East Main St., Ste. 102  
Battle Ground, WA 98604

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Community Property Agreement  
\_\_\_\_\_

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

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

GRANTOR(S)

Stephens, Wm. Dean  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

Stephens, Betty Jean  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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.

COMMUNITY PROPERTY AGREEMENT

This agreement is made and entered into by and between Wm. Dean Stephens and Betty Jean Stephens, husband and wife, residents at 1303 N. E. 45th Street, Vancouver, Washington.

It is mutually agreed by and between the parties hereto as follows:

FIRST: The parties hereto have been husband and wife for many years and are residents of the state of Washington. By this agreement they desire to avail themselves of the provisions of RCW 26.16.120 concerning agreements between husband and wife, fixing the status and disposition of community property to take effect upon the death of either. For and in consideration of the mutual helpfulness each has been and will be to the other in the future, and in consideration of the commingling of the joint efforts, earnings and property of the parties, the parties hereby agree that all of the property of whatsoever nature or description, whether real, personal or mixed, tangible or intangible, and wherever situated, now owned and which may hereafter be acquired by either or both of the parties hereto, is declared to be and shall be the community property of the parties. It is agreed that the manner and date of acquiring property shall be deemed of no effect, that the ostensible ownership, i.e., whether the property is held in the name of one or the other, or in both names, or in both names as joint tenants, shall be of no contrary effect; and that the parties hereby convert all of their property into community property, and convey the same to the community; and that all of the property of the parties shall be deemed community property for all purposes under the laws of the state of Washington.

SECOND: Upon the death of Wm. Dean Stephens leaving Betty Jean Stephens surviving, all of the property and property rights owned by Wm. Dean Stephens at the date of his death, whether now owned or hereafter acquired, shall pass to and become the property of Betty Jean Stephens and shall become vested in her as her sole and separate property. Upon the death of Betty Jean Stephens leaving Wm. Dean Stephens surviving, all of the property and property rights owned at the date of her death, whether now owned or hereafter acquired, shall pass to



and become the property of Wm. Dean Stephens and shall become vested in him as his sole and separate property. Immediately upon the death of one spouse, the survivor shall have the complete ownership of and the full power to dispose of all property subject to this Community Property Agreement.

THIRD: This agreement is made pursuant to RCW 26.16.120 for the purposes of making clear that all property of the parties, both that which is now owned and that which may hereafter be acquired, is and shall be community property; and of making provision that upon the death of one of the parties to this agreement, leaving the other surviving, all of the property and property rights belonging to the deceased party at the time of his or her death shall pass to the survivor as the survivor's sole and separate property, to the exclusion of all other persons.

Signed and Sealed at Vancouver, Washington, this 4 day of October, 1974.

Wm. Dean Stephens (Seal)  
Betty Jean Stephens (Seal)

Signed and sealed in the presence of:

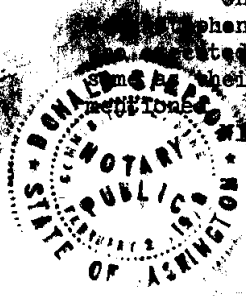
Donald Simpson  
Dorothy Beale

STATE OF WASHINGTON )  
 ) :ss  
County of Clark )

On this day before me personally appeared Wm. Dean Stephens and Betty Stephens, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

WITNESS My hand and notarial seal this 4 day of October, 1974.

Donald Simpson  
Notary Public in and for the state of  
Washington, residing at Vancouver.





Transamerica  
Real Estate Title Insurance Company  
Ch. 11 Rev. Laws 1951  
EXEMPT

THIS SPACE PROVIDED FOR RECORDER'S USE:  
1103445 *319*  
7709200178

FILED FOR RECORD AT REQUEST OF

Affid. # 167989 Date 9-20-77  
For details of tax paid see  
Affid. # 65683  
June S. Sparks  
Clark County Treasurer

WHEN RECORDED RETURN TO

By St. Halter  
Deputy

Name William Dean Stephens  
Address 1303 NE 45th St  
City, State, Zip Vancouver, Wash 98663

**Statutory Warranty Deed**

THE GRANTOR Mary Stephens (a single woman)

for and in consideration of \$10.00 and other valuable Consideration  
in hand paid, conveys and warrants to William Dean Stephens + Betty Jean Stephens  
(Husband + Wife)  
the following described real estate, situated in the County of Clark, State of Washington:

The following described real property situated in the County of Clark, State of Washington, to-wit:

A square acre parcel located in the Southwest corner of the following described tract in Clark County, State of Washington, to-wit:

Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; running thence West 160 rods to the Northwest corner of said quarter section; thence South 46 and  $\frac{1}{2}$  rods; thence East 160 rods to the East line of the said quarter section; thence North 46 and  $\frac{1}{2}$  rods to the place of beginning.

TOGETHER WITH AND SUBJECT TO A 30 foot easement for ingress, egress and utilities over the East 30 feet to the West 31 feet of the following described property:

Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; running thence West 160 rods to the Northwest corner of said quarter section; thence South 46 and  $\frac{1}{2}$  rods; thence East 160 rods to the East line of the said quarter section; thence North 46 and  $\frac{1}{2}$  rods to the place of beginning.

EXCEPT the square acre parcel in the Southwest corner of the aforesaid description.

3447

6277 N-2

3448

1103446

FILED FOR RECORD  
CLERK OF WASH.  
*William Stephens*  
SEP 20 2 05 PM '77

AUDITOR  
RON BOFZAUER

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated <sup>PARTIAL</sup> *Sept 20*, 1977, 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 \_\_\_\_\_, Rec. No.

Dated *Sept 20*, 1977  
*Mary Stephens*

STATE OF WASHINGTON }  
COUNTY OF *Clark* } ss.

On this day personally appeared before me *Mary Stephens* 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.

*Mary Stephens*  
Notary Public in and for the State of Washington  
residing at *1212 1/2 1st St SE*

Form No. W-901 Rev. 4-76

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

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 \_\_\_\_\_

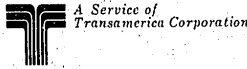
and \_\_\_\_\_ respectively, of \_\_\_\_\_ to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein 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 \_\_\_\_\_

6277 N-2

# Transamerica Title Insurance Co



Filed for Record at Request of

THIS SPACE PROVIDED FOR RECORDER'S USE:

1103447  
7709200179

320

3  
4  
4  
9

Name Mark Eugene Stephens

4416 NE 14th Ave

Vancouver, Wash 98663

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT

Affid. # 65683  
Date 6-20-71  
For details of tax paid see

June S. Sparks  
Clark County Treasurer  
Deputy

## Quit Claim Deed

THE GRANTOR William Dean Stephens & Betty Jean Stephens (Husband & Wife)

BY for and in consideration of Love & Affection

conveys and quit claims to Mark Eugene Stephens & Pamela Ray Stephens  
(Husband & Wife)

the following described real estate, situated in the County of Clark State of Washington,  
together with all after acquired title of the grantor(s) therein:

The following described real property situated in the County of Clark, State of Washington, to-wit:

A square acre parcel located in the Southwest corner of the following described tract in Clark County, State of Washington, to-wit:

Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; running thence West 160 rods to the Northwest corner of said quarter section; thence South 46 and  $\frac{1}{2}$  rods; thence East 160 rods to the East line of the said quarter section; thence North 46 and  $\frac{1}{2}$  rods to the place of beginning.

TOGETHER WITH AND SUBJECT TO A 30 foot easement for ingress, egress and utilities over the East 30 feet to the West 31 feet of the following described property:

Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian; running thence West 160 rods to the Northwest corner of said quarter section; thence South 46 and  $\frac{1}{2}$  rods; thence East 160 rods to the East line of the said quarter section; thence North 46 and  $\frac{1}{2}$  rods to the place of beginning.

EXCEPT the square acre parcel in the Southwest corner of the aforesaid description.

[Empty rectangular box]

6277 NW-2

3450

1103448

FILED FOR RECORD  
CLERK OF SUPERIOR COURT  
Mark Stephens  
SEP 20 2 06 PM '77

AUDITOR  
RON DOTZAUER

Dated Sept. 20 19 77

x William Dean Stephens  
(Individual)

o Betty Jean Stephens  
(Individual)

By \_\_\_\_\_ (President)

By \_\_\_\_\_ (Secretary)

STATE OF WASHINGTON }  
COUNTY OF Clark } ss.

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this day personally appeared before me  
William Dean Stephens & Betty Jean Stephens  
to me known to be the individual 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.

On this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
before me, the undersigned, a Notary Public in and for the State of Wash-  
ington, duly commissioned and sworn, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,

respectively, of \_\_\_\_\_ and acknowledged  
the corporation that executed the foregoing instrument, and acknowledged  
the said instrument to be the free and voluntary act and deed of said corpor-  
ation, 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 \_\_\_\_\_

GIVEN UNDER my hand and official seal this  
20th day of Sept, 19 77  
Thomas Bruce Anderson  
Notary Public in and for the State of Wash-  
ington, residing at 1100 State St.  
YAKIMA STATE

Form No. W-748

6277 M-2

Pioneer National  
Title Insurance Company  
WASHINGTON TITLE DIVISION

FLEETNER DANIELS TITLE CO.  
100 East 13th Street Vancouver, WA

REAL ESTATE CONTRACT

G 500373

THIS CONTRACT, made and entered into this 18th day of October 1967 682807

between MARY STEPHENS, a single woman.

hereinafter called the "seller," and WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, 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 CLATSOP County, State of Washington:

The West half of the following described property:  
Beginning at the Northeast corner of the Southeast quarter of  
Section 24, in Township 5 North of Range 1, East of the  
WILLAMETTE Meridian; running thence West 264.0 feet to the  
Northeast corner of said Quarter Section; thence South 767.25  
feet; thence East 264.0 feet to the East line of the said  
Quarter Section; thence North 767.25 feet to the place of  
beginning.

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND DOLLARS  
( \$ 10,000.00 ) Dollars, of which  
( \$ NONE ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY DOLLARS or more at purchaser's option, on or before the 1st day of November ( \$ 50.00 ) Dollars, 1967,  
and FIFTY 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 outstanding balance of said purchase price  
at the rate of 5% per cent per annum from the 1st day of October, 1967,  
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 Route 2 Box 6 LA Center, Washington 98629  
or at such other place as the seller may direct in writing.

Real Estate Excise Tax  
Ch. 31 Rev. Laws 1951  
\$100.00 has been paid  
Rept. # 105687 Date 10/27/67  
Sec. 61, Rev. All. Co.  
Dorothy Carlson  
Clatsop County Treasurer  
Paula Perry  
Deputy

As referred to in this contract, "date of closing" shall be October 1, 1967

- (1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be levied against the real estate hereunder because 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 agents shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the agents 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 FLEETNER DANIELS TITLE 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 purposes of this paragraph (5) shall be deemed defects in seller's title.

682807-A

(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 part thereof, which seller in no way, either express or implied, has purchased, or is to purchase, 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 not falling due the date 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 quitclaim deed deed to said real estate, comprising any part thereof hereafter taken for public use, free of encumbrances except any that may attach other than that of dining through any means other than the seller, and subject to the following:

XXX

(8) Unless a different date is provided for hereon, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession as long as the 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 cut, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all taxes, assessments 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 for or to maintain hereon, as herein required, the seller may make such payment or effect such payment, and any amounts so paid by the seller, together with interest at the rate of 6% per annum (shown hereon 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) This 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 hereon 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-sell and take proceeds 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.

Notices 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 sum 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 sum 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 writing above.

Nancy Stephens (SAL)

William Dean Stephens (SAL)

Betty Jean Stephens (SAL)

STATE OF WASHINGTON,

County of CLALLAM

On this day personally appeared before me MARY STEPHENS, a single woman, WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife, to me known to be the individual(s) 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 OFFICE AND SEAL THIS 10th day of October 1967

Robert W. Mead  
Notary Public in and for the State of Washington,  
residing at Yakima, therein.



FILED FOR RECORD

OCT 19 8 30 AM '67

AUDITOR DON BONKER

TO WILLIAM DEAN STEPHENS  
1301 N. E. 40th Street  
Tacoma, Wash. 98403

Filed for Record at Request of 682807-A

FORM 88

Bk. 464, Pg. 332

WARRANTY DEED G22677  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantors W.E. Stephens and Janet E. Stephens, husband and wife  
of the city of \_\_\_\_\_, county of Clark \_\_\_\_\_  
state of Washington, for and in consideration of

Ten and no/100 \_\_\_\_\_ (\$10.00) dollars,  
in hand paid, convey and warrant to Mary Stephens, a single woman

the following described real estate, situate in the county of Clark \_\_\_\_\_  
state of Washington:

Beginning at the Northeast corner of the Southwest Quarter of  
Section Thirty-four (34) in Township Five(5) North of Range One  
(1) East of the Willamette Meridian; running thence West One  
Hundred and Sixty (160) rods to the Northwest corner of said  
Quarter Section; thence South Forty-six and one half (46 1/2) rods;  
thence East One Hundred Sixty (160) rods to the East line of the  
said Quarter Section; thence North Forty-six and one half rods (46 1/2)  
(16 1/2) to the place of beginning;

EXCEPT a triangular tract described as follows:  
Beginning at the Northeast corner of the above described tract  
and running thence West 247 feet, thence South 38° 29' East 227.8  
feet, thence South 27° 15' East 50.9 feet thence South 0° 51' East  
27.5 feet to a point on the County Road; thence North 89° 33' East  
along said County Road, to the East line of the Southwest Quarter  
of said Section and thence North along said East line to the place  
of beginning;

Subject to the right-of-way or easement for power lines granted to  
Northwestern Electric Co., a Washington corporation, recorded in  
Book 201 of Deeds at page 4 Records of Clark County, Washington

subject to a life estate for the Grantors which is hereby reserved

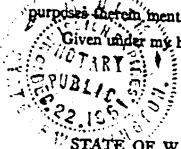
Dated this 23rd day of April 1949

W. E. Stephens (SEAL)  
Janet E. Stephens (SEAL)  
(SEAL)  
(SEAL)



STATE OF WASHINGTON  
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of April 1949 W.E. Stephens and Janet E. Stephens, husband and wife personally appeared before me since prior to acquiring title to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal the day and year last above written.

W. Hunt  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

STATE OF WASHINGTON  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

Mary Stephens  
804

MAIL TO  
Mary Stephens  
La Center, Wash  
R2

APR 30 1949  
464 333

WARRANTY DEED (STATUTORY FORM)  
FROM \_\_\_\_\_ TO \_\_\_\_\_

Clark County Property Profile



VANCOUVER  
WASHINGTON



**CHICAGO TITLE Fidelity National Title**  
TWO COMPANIES ONE UNITED TEAM

<b>Parcel #</b>	258901000	<b>Owner</b>	Stephens, Perry D Stephens, Carleen M
<b>Ref Parcel</b>		<b>Owner Address</b>	24600 NE 98th Ct Battle Ground WA 98604
<b>Site Address</b>	34700 NE North Fork Ave La Center WA 98629 - 3229	<b>Market Total Value</b>	\$306,873.00
<b>Lot Size</b>	4.30 Acres (187,308 SqFt)	<b>Assessed Total Value</b>	\$306,873.00
<b>Building Area</b>		<b>Year Built</b>	
<b>School District</b>	La Center	<b>Sale Date</b>	03/10/2017
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	\$500,000.00
<b>Bedrooms</b>		<b>Subdivision</b>	
<b>Bathrooms</b>		<b>Land Use / Land Use Std</b>	91 - Undeveloped Land / VMSC - Vacant Misc
<b>Legal</b>	#27 SEC 34 T5N R1EWM 4.30A		



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.

5384147 D

Total Pages: 3 Rec Fee: \$75.00  
eRecorded in Clark County, WA 03/10/2017 08:42 A  
CLARK COUNTY TITLE COMPANY  
SIMPLIFILE LC E-RECORDING

When recorded return to:

**Perry D. Stephens and Carleen M. Stephens**  
24600 NE 98th Court  
Battle Ground, WA 98604

**STATUTORY WARRANTY DEED**

CL6658

The Grantor, **Muffett Properties, LLC, a Washington limited liability company,**

for and in consideration of **Ten Dollars and other valuable consideration**

in hand pays, conveys, and warrants to **Perry D. Stephens and Carleen M. Stephens, husband and wife**

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

**SEE ATTACHED EXHIBIT "A"**

Abbreviated Legal: **PTN SEC 34, T5N, R1E WM**  
Tax Parcel Number(s): **258901-000,**

**SUBJECT TO** covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Dated: **3/8/2017**

**Muffett Properties, LLC**

  
By: **Winfield F. Muffett, Manager**

STATE OF **Washington**

COUNTY OF **Clark**

} ss.

I certify that I know or have satisfactory evidence that **Muffett Properties, LLC, a Washington limited liability company** is/are the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated:

\_\_\_\_\_  
**Beth M. Woodward**  
Notary Public in and for the State of Washington  
Residing at **Vancouver**  
My appointment expires: **1/26/2020**

EXHIBIT "A"

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

THE SOUTH 460 FEET OF THE EAST 950 FEET OF THE NORTH 46.5 RODS OF SAID SOUTHWEST QUARTER.

EXCEPT THE WEST HALF AS CONVEYED TO CHARLES D. RERICK SR. AND MARY SUE RERICK, HUSBAND AND WIFE, BY CONTRACT RECORDED UNDER AUDITOR'S FILE NO. 9010260021.

ALSO EXCEPT THAT PORTION LYING WITHIN N.E. NORTH FORK AVENUE.

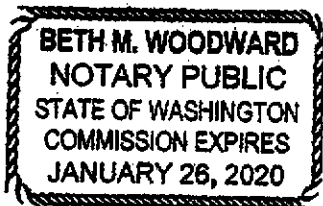
ALSO EXCEPT THAT PORTION CONVEYED TO JDL DEVELOPMENT, INC., A WASHINGTON CORPORATION RECORDED JULY 7, 2000, UNDER AUDITOR'S FILE NO. 3233222, RECORDS OF CLARK COUNTY, WASHINGTON.

*W/M. 3-9-17*

STATE OF WA }  
COUNTY OF Clark } SS

I certify that I know or have satisfactory evidence that Winfield F. MURFETT, III 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 instrument and acknowledge it as the manager of Murfett Properties, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument  
Dated: 3-9-17 Beth M Woodward

Notary Public in and for the State of WA  
Residing at VANCOUVER  
My appointment expires: 1-26-20



5045800 D

RecFee - \$73.00 Pages: 2 - SWINDELL SCOTT W  
Clark County, WA 01/17/2014 03:58



When Recorded Return To:

Scott W. Swindell, Attorney at Law, P.C.  
105 W. Evergreen Boulevard - Suite 200  
P. O. Box 264  
Vancouver, WA 98666-0264

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

Affd.# 704572 EXEMPT Date 01/17/14  
For Details of tax paid see

Affd.# \_\_\_\_\_  
By \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer  
Deputy

### STATUTORY QUIT CLAIM DEED

Grantor: Muffett, Winfield F.  
Muffett, Terra L.  
Grantee: Muffett Properties, LLC  
Legal Description (abbreviated): #27 Sec 34 T5N R1EWM  
Additional Legal Description on Page 2  
Assessor's Parcel No.: 258901-000

FROM: **Winfield F. Muffett and Terra L. Muffett**, husband and wife ("Grantors")

TO: **Muffett Properties, 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:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

Except the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife, by contract recorded under Auditor's File No. 9010260021.

Also except that portion lying within N.E. North Fork Avenue.

STATUTORY QUIT CLAIM DEED - 1

[...Muffett\LLC\Deed\_34700]



4772327 D

RecFee - \$63.00 Pages: 2 - FIRST AMERICAN TITLE  
Clark County, WA 06/21/2011 11:19



AFTER RECORDING MAIL TO:

Winfield F. Muffett and Terra L. Muffett  
PO Box 301  
LaCenter, WA 98629

666083  
Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$ 374.00 has been paid

Recp.# \_\_\_\_\_ Date 06/11

Sec. 61, see Affd. No. \_\_\_\_\_

Doug Lasher

Clark County Treasurer

By S.M. Deputy

Filed for Record at Request of:  
First American Title Insurance Company

Space above this line for Recordors use only

### STATUTORY WARRANTY DEED

File No: 4283-1719098 (TLM)

Date: June 14, 2011

Grantor(s): Perry D. Stephens and Carleen M. Stephens

Grantee(s): Winfield F. Muffett and Terra L. Muffett

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

Additional Legal on page:

Assessor's Tax Parcel No(s): 258901-000

X adm. X Jm

**THE GRANTOR(S) Perry D. Stephens and Carleen M. Stephens, husband and wife** for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Winfield F. Muffett and Terra L. Muffett, husband and wife**, 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:

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

**THE SOUTH 460 FEET OF THE EAST 950 FEET OF THE NORTH 46.5 RODS OF SAID SOUTHWEST QUARTER.**

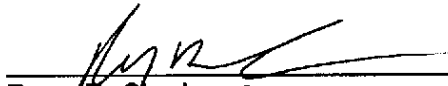
**EXCEPT THE WEST HALF AS CONVEYED TO CHARLES D. RERICK SR. AND MARY SUE RERICK, HUSBAND AND WIFE BY CONTRACT RECORDED UNDER AUDITOR'S FILE NO. 9010260021.**

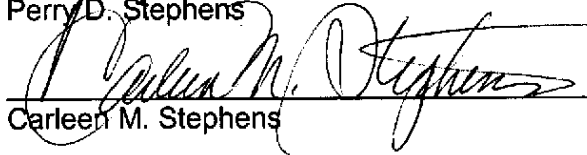
**ALSO EXCEPT THAT PORTION LYING WITHIN N.E. NORTH FORK AVENUE.**

**ALSO EXCEPT THAT PORTION CONVEYED TO JDL DEVELOPMENT, INC., A WASHINGTON CORPORATION RECORDED JULY 7, 2000 UNDER AUDITOR'S FILE NO. 3233222, RECORDS OF CLARK COUNTY, WASHINGTON**



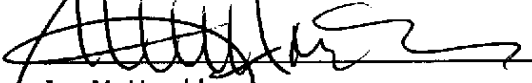
Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

  
 \_\_\_\_\_  
 Perry D. Stephens

  
 \_\_\_\_\_  
 Carleen M. Stephens

STATE OF Washington )  
 )-ss  
 COUNTY OF Clark )

I certify that I know or have satisfactory evidence that **Perry D. Stephens and Carleen M. Stephens**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 6/16/11 \_\_\_\_\_ 

Jan M. Haroldson  
Notary Public in and for the State of Washington  
Residing at: Vancouver, WA  
My appointment expires: 1/1/2012



4473527 D

RecFee - \$44.00 Pages: 3 - DAVID JAHN  
Clark County, WA 07/10/2008 03:20



Recording Requested By And  
When Recorded Mail To:

David D. Jahn  
Attorney at Law  
P.O. Box 611  
Vancouver, WA 98666

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 0 Date 7-10-08

For Details of tax paid see

Affd. # 442678  
Doug Lasher

Clark County Treasurer

By RZ  
Deputy

STATUTORY WARRANTY DEED

Grantor: Betty Jean Stephens, an unmarried person  
Grantee: Perry D. Stephens and Carleen M. Stephens, husband and wife  
Legal Description (abbreviated): PTN SW 1/4, Sec. 34, T5N, R1E  
Assessor's Tax Parcel ID #: 258901-000  
Reference Nos. of Documents Released or Assigned: 3062494

THE GRANTOR, Betty Jean Stephens, an unmarried woman, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to Perry D. Stephens and Carleen M. Stephens, husband and wife, the following described real estate, situated in the County of Clark, State of Washington:

Please see Exhibit A attached hereto and by this reference made a part hereof.

This deed is given in fulfillment of that certain Real Estate Contract by and between William Dean Stephens and Betty Jean Stephens, husband and wife as Grantor/Seller and Perry D. Stephens and Carleen M. Stephens as Grantee/Buyer dated February 3, 1999, recorded on February 4, 1999 under Clark County Auditors File No. 3062494. Betty Jean Stephens is the successor in interest to William Dean Stephens (deceased) pursuant to that certain Community Property Agreement recorded August 12, 2001 under Clark County Auditor's File No. 3331137 and Affidavit To The Public dated August 20, 2001 recorded under Clark County Auditors File No. 3335498. The covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the Buyer in said Real Estate Contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said Real Estate Contract. The real estate Excise Tax was paid under Receipt No. 442678.

DATED this 1st day of July, 2008.

Betty Jean Stephens  
Betty Jean Stephens

STATE OF WASHINGTON

)

) ss.

County of Clark

)

On this day personally appeared before me Betty Jean Stephens, 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 1<sup>st</sup> day of July, 2008.

KATHLEEN T. LEVESQUE  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
AUGUST 1, 2008

Kathleen T. Levesque  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver  
My Commission Expires: 8/1/08

EXHIBIT A

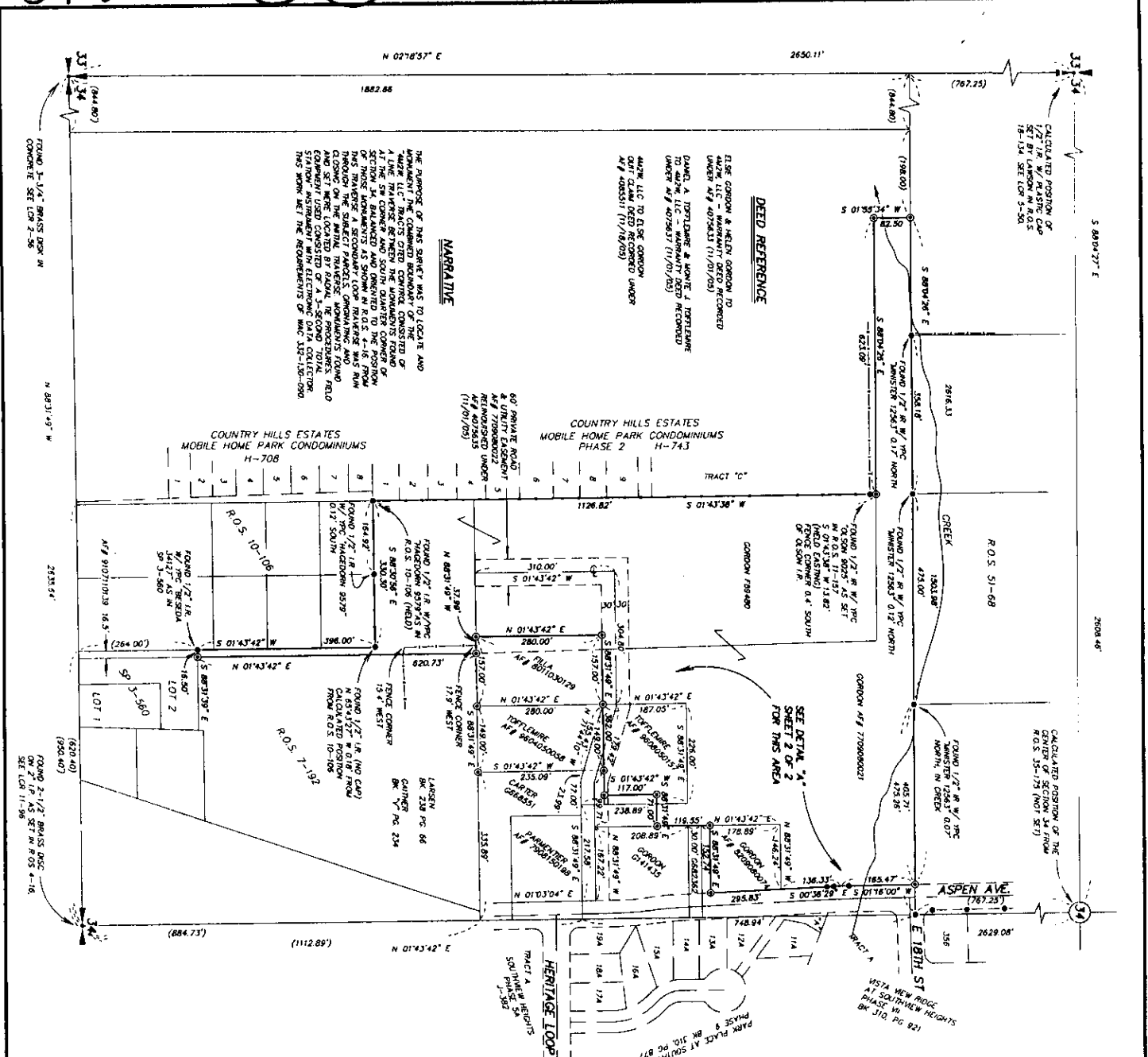
That portion of the Southwest quarter of Section 34, Township 5 North Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

EXCEPT the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife by contract recorded under Auditor's File No. 9010260021.

ALSO EXCEPT that portion lying within N.E. North Fork Avenue.

34-91 (9) (11) (14) (81) p.m. (50) (59) (27) (115) (79) (52)



**DEED REFERENCE**

ELISE GORDON & HELEN GORDON TO MARY L.L.C. WARRANTY DEED RECORDED UNDER A/J 4075633 (11/01/03)

DAVID A. PORTLANDER & MONIE J. PORTLANDER TO MARY L.L.C. WARRANTY DEED RECORDED UNDER A/J 4075637 (11/01/03)

MARY L.L.C. TO ELISE GORDON DEED RECORDED UNDER A/J 4083311 (11/01/03)

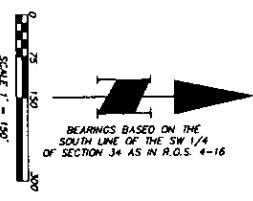
**NARRATIVE**

THE PURPOSE OF THIS SURVEY WAS TO LOCATE AND ADJUST THE COMPASSED BOUNDARY OF THE ABOVE TRACTS TO THE CENTER OF THE TRACTS. THE TRACTS TO BE SURVEYED WERE SECTION 34, BALANCED AND DIVIDED TO THE POSITION OF THOSE LOCATIONS AS SHOWN IN R.O.S. 4-16 FROM THE CENTER OF THE TRACTS. THROUGH THE SURVEY, THE PROPERTY WAS FOUND TO BE LOCATED AT THE CORNER OF THE TRACTS. THIS WORK MET THE REQUIREMENTS OF WAC 122-130-090

SEE DETAIL 2 OF 2 FOR THIS AREA

**SURVEY**

in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON



- LEGEND**
- MONUMENT AS SHOWN, RED PERMANENT 2005
  - SET 4.0\"/>
  - R.O.S. = RECORD OF SURVEY
  - ( ) = RECORD DATA
  - A/J = AUDITOR'S FILE NUMBER
  - L.P. = ROW PICE
  - R/R = ROW ROAD
  - E = CENTERLINE
  - R/M = RIGHT-OF-WAY
  - P/C = YELLOW PLASTIC CAP

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act of the request of MARY L.L.C. A/J 4075633 2008



**AUDITOR'S CERTIFICATE**

Filed for record this 5<sup>TH</sup> day of SEPTEMBER, 2008

at 8:48 AM in Book 51 of surveys of Page 121 at the request of Hagedorn, Inc

(Signed) *[Signature]*

(Deputy County Auditor)

**HAGEDORN, INC.**  
 Surveying and Engineering

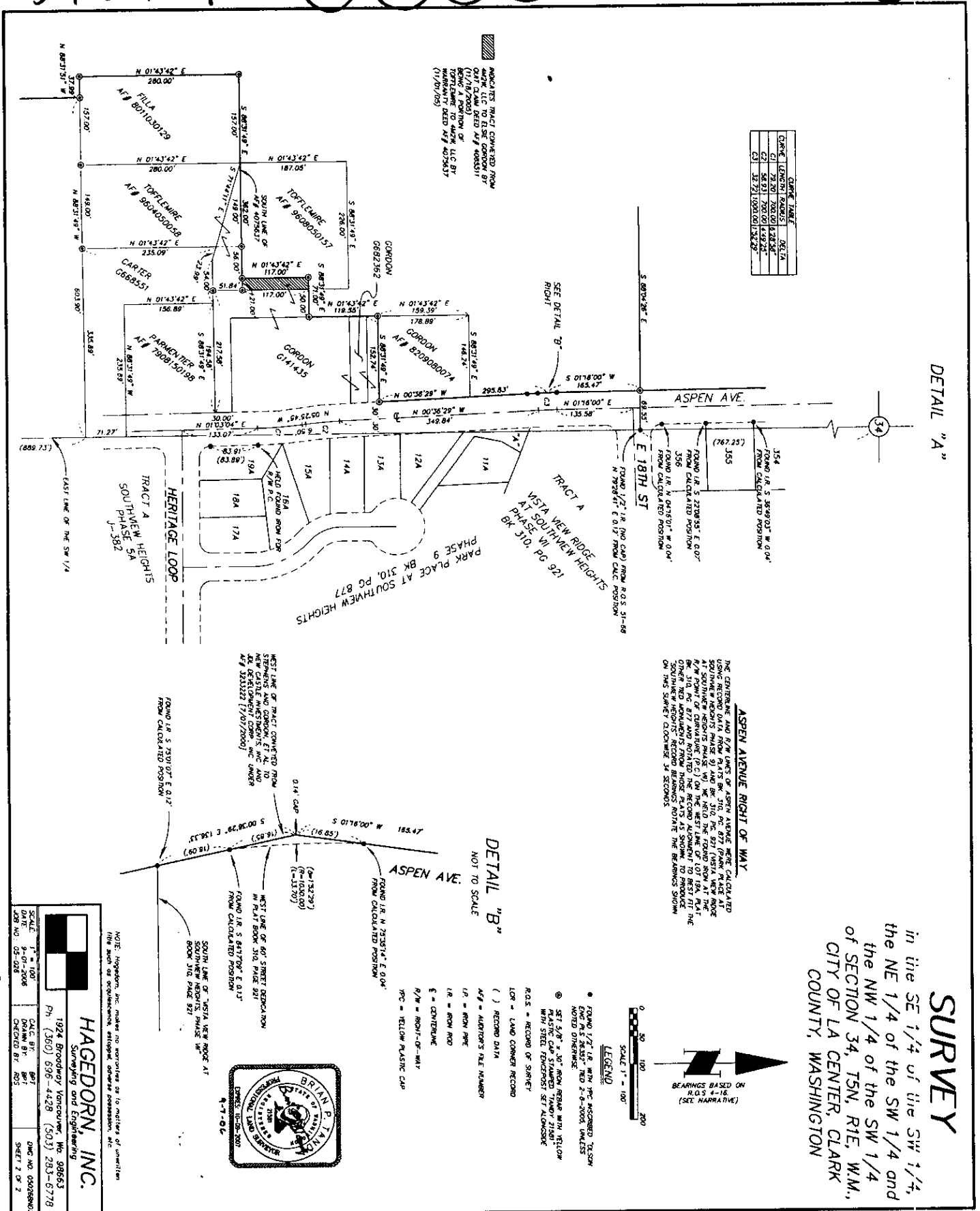
1924 Broadway Vancouver, WA 98663  
 Ph: (360) 696-4428 (503) 283-6778

SCALE: 1" = 150'  
 DATE: 09-05-2008  
 CALC BY: BPT  
 CHECKED BY: BPT  
 SHEET 1 OF 2

BK. 51 P. 121 SW 142

34-5-1 ptn

80 77 78 3 65 68 69 72 38



DETAIL "A"

**SURVEY**

in the SE 1/4 of the SW 1/4, the NE 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of SECTION 34, T5N, R1E, W.M., CITY OF LA CENTER, CLARK COUNTY, WASHINGTON

HAGEDORN, INC.  
Surveying and Engineering  
1924 Broadway Vancouver, WA 98663  
Ph: (360) 696-4428 (503) 283-6778  
DATE: 9-07-2008  
DRAWN BY: GPT  
CHECKED BY: GPT  
DATE NO. 000886602  
SHEET 2 OF 2

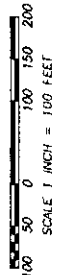
GR 5C R 121 5N: 212

#1743 lots 1-9 & 4.c

# SURVEY

IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

20-30-5180



- SURVEY REFERENCE**
- 1) MINISTER SHAW PLAT BOOK 3, PAGE 181
  - 2) SOUTHWEST HEIGHTS PHASE 1 VOLUME 1
  - 3) SOUTHWEST HEIGHTS PHASE 54 VOLUME 1
  - 4) SOUTHWEST HEIGHTS PHASE 59 VOLUME 1
  - 5) OLSON SURVEY BOOK 31, PAGE 181
  - 6) HAGEDORN SURVEY BOOK 6, PAGE 200
  - 7) HAGEDORN SURVEY BOOK 11, PAGE 157
  - 8) HAGEDORN SURVEY BOOK 2, PAGE 22
  - 9) HAGEDORN SURVEY BOOK 7, PAGE 182
  - 10) HAGEDORN SURVEY BOOK 18, PAGE 134
  - 11) LAMSON SURVEY BOOK 18, PAGE 134

- ADDED REFERENCES**
- 1) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 2) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 3) GRANITE WILLIAM D. STEPHENS AT NO. 400810235

APPROXIMATE CENTERLINE OF NORTH FORK ROAD AS FIELD LOCATED 11-05-99

80 RIGID-OF-WAY ESTABLISHED FOR CLARK COUNTY ROAD BOOK 4, PAGES 257-261

CEMETERY FENCE FIRST LOCATED 11-05-99

TOP OF BANK AS FIELD LOCATED 11-05-99

8" CONIC CULVERT LOCATED 11-05-99

EDGE OF PARKING AS FIELD LOCATED 11-05-99

14.15' UNBARRICADED

17" CONIC CULVERT LOCATED 11-05-99

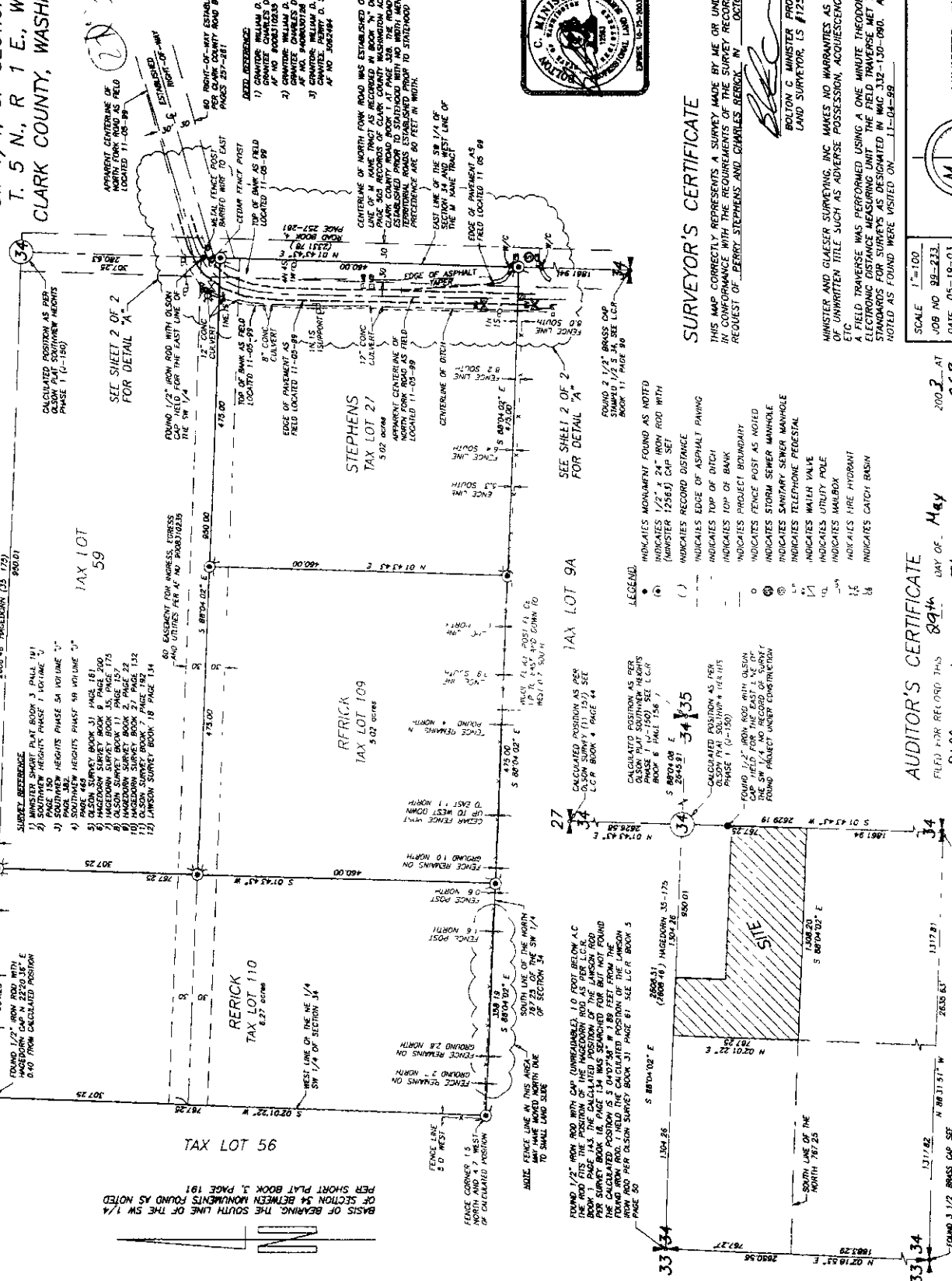
CEMETERY OF DITCH LOCATED 11-05-99

GENERATOR OF NORTH FORK ROAD WAS ESTABLISHED ON THE WEST SIDE OF THE ROAD ACCORDING TO CLARK COUNTY WASHINGTON ACCORDING TO CLARK COUNTY ROAD BOOK 1 AT PAGE 334. THE ROAD WAS ESTABLISHED ACCORDING TO THE NORTH FORK ROAD WITH NO WIDTH MENTIONED. PRECEDENCE ARE 60 FEET IN WIDTH.

EAST LINE OF THE SW 1/4 OF SECTION 34

THE "M" WAVE TRACT

EDGE OF PARKING AS FIELD LOCATED 11-05-99

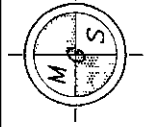


## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BERRY STEPHENS AND CHARLES REBERK IN OCTOBER, 1999

*C. Minister*  
BOLTON C. MINISTER, PROFESSIONAL  
LAND SURVEYOR, LS #12345

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISITION ESTOPPLE ETC. A FIELD TRAVERSE WAS PERFORMED USING A ONE MINUTE THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM ACCURACY REQUIREMENTS AS LIMITED BY THE SURVEYING ACT. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-05-99.



SCALE 1"=100'  
JOB NO 99-233  
DATE 05-19-03  
CALC BY BAO  
DRAWN BY JML  
CHECKED BY  
SHEET 1 OF 2

AUDITOR'S CERTIFICATE  
FILED FOR RECORD THIS 89th DAY OF May 2003 AT  
9:00 A.M. IN BOOK 51 OF SURVEYS AT PAGE 068  
AT THE REQUEST OF MINISTER AND GLAESER SURVEYING, INC.  
*M. M. M.*  
DEPUTY COUNTY AUDITOR

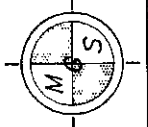
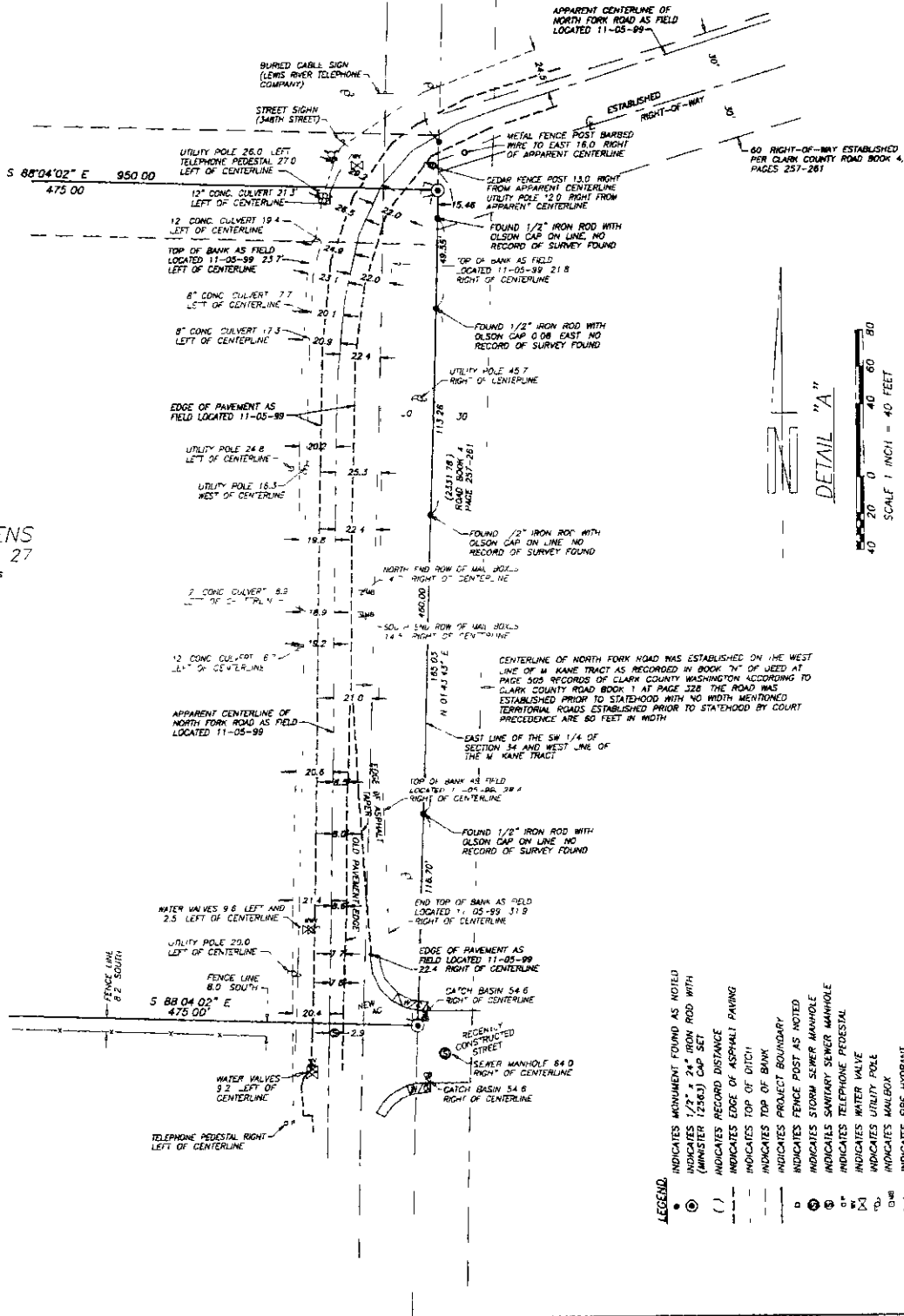
SECTION SPLIT  
NOT TO SCALE

Books 51, Page 68 1 of 2

# SURVEY

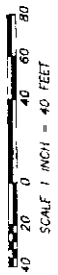
IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R. 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

STEPHENS  
TAX LOT 27  
5.02 acres



SCALE 1"=40'  
JOB NO 89-283  
DATE 05-18-02  
CALC BY DAD  
DRAWN BY JML  
CHECKED BY  
SHEET 2 OF 2

DETAIL "A"



- LEGEND:**
- INDICATES MONUMENT FOUND AS NOTED
  - INDICATES MONUMENT FOUND AS NOTED
  - ( ) INDICATES RECORD DISTANCE
  - INDICATES EDGE OF ASPHALT PAVING
  - INDICATES TOP OF BANK
  - INDICATES PROJECT BOUNDARY
  - INDICATES FENCE POST AS NOTED
  - INDICATES STORM SEWER MANHOLE
  - INDICATES SANITARY SEWER MANHOLE
  - INDICATES TELEPHONE PEDestal
  - INDICATES WATER VALVE
  - INDICATES UTILITY POLE
  - INDICATES MAILBOX
  - INDICATES FIRE HYDRANT
  - INDICATES CATCH BASIN

MINISTER AND CLAESER SURVEYING INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, NOR AS TO ADVERSE POSSESSION ACCIDENTS, ESTOPPLE, ETC. FIELD TRAVERSE WAS PERFORMED USING A LINE ANGLE, THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM STANDARD FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-04-88.

Book 51, Page 68 2 of 2



**AFTER RECORDING RETURN TO:**

**JACKSON, JACKSON & KURTZ, INC. PS**  
704 EAST MAIN STREET, SUITE 102  
BATTLE GROUND, WA 98604

**AFFIDAVIT TO THE PUBLIC**

Reference: 010609

**STATE OF WASHINGTON**        )  
  ) ss.  
**COUNTY OF CLARK**         )

**BETTY J. STEPHENS**, being first duly sworn, upon oath deposes and says:

That this affidavit is made for the purpose of supplying information for record pertaining to that certain Community Property Agreement, executed by **WM. DEAN STEPHENS** and **BETTY JEAN STEPHENS**, husband and wife, dated October 4, 1974, and recorded as Clark County Auditor's File No. 3331137, on June 12, 2001, and also to the estate of **WILLIAM DEAN STEPHENS**, deceased, one of the parties to said agreement, and it is intended that the statements set forth herein shall be considered representations of fact which may be relied upon by all persons dealing with the following described real property, situate in Clark County, Washington:

Tax Serial No. 258919-000

The west half of the following described property:



Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County; running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.

EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.

Situate in the County of Clark, State of Washington.

Assessed Value: \$117,590.00

**FIRST**, that **WILLIAM DEAN STEPHENS** died on May 27, 2001, in La Center, Washington. The Death Certificate is attached hereto.

**SECOND**, that the parties to said agreement entered into no subsequent joint Wills or Agreements which would have the effect of abrogating or nullifying the above-mentioned Community Property Agreement.

**THIRD**, that no federal estate tax was due the United States of America for the reason that the taxable estate was within the specific exemption allowed decedent at the time of his death.

**FOURTH**, no estate taxes were imposed by the State of Washington.

**FIFTH**, that all obligations of the Community owing at the date of death have been paid in full or provided for, and all expenses of last illness and funeral expenses have been paid.

**SIXTH**, that your affiant is the surviving spouse of the decedent, and these facts and representations set out herein are within the personal knowledge of your affiant, and may be relied upon by all persons dealing with the assets of said decedent.

**DATED** this 15 day of June, 2001.

  
**BETTY J. STEPHENS**




SIGNED AND SWORN to before me this 15 day of June, 2001, by **BETTY J. STEPHENS.**

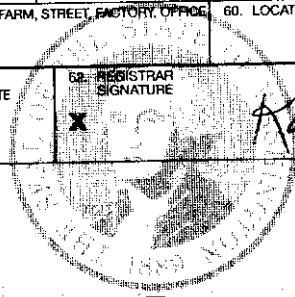
*Peter K Jackson*  
**NOTARY PUBLIC** in and for the State of Washington;  
my commission expires: 10-23-01



**STATE OF WASHINGTON  
DEPARTMENT OF HEALTH  
CERTIFICATE OF DEATH**

2. COPIES 34  
3. HOSPITAL  
4. OCCURRENCE  
5. RESIDENCE  
6. TRACT  
7. OCCUPATION  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21. ACC. LOC.  
22. QUERIES  
23.  
24.

1. NAME First Middle Last <b>William Dean Stephens</b>		2. SEX (M / F) <b>M</b>	3. DEATH DATE (Mo, Day, Yr) <b>May 27, 2001</b>
4. AGE LAST BIRTHDAY (Yrs) <b>77</b>	5. UNDER 1 YEAR MOS DAYS <b>MOS</b>	6. UNDER 1 DAY HOURS MINS <b></b>	7. BIRTHDATE (Mo, Day, Yr) <b>5-11-1924</b>
8. BIRTHPLACE (City, State or Foreign Country) <b>Kelso, WA</b>		9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) <b>Yes</b>	13. COUNTY OF DEATH <b>Clark</b>
11. CITY, TOWN OR LOCATION OF DEATH <b>LaCenter</b>		12. PLACE OF DEATH — <input checked="" type="checkbox"/> BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME 1. <input checked="" type="checkbox"/> HOME 2. <input type="checkbox"/> IN TRANSPORT 3. <input type="checkbox"/> EMERG. RM/OUT PTN 4. <input type="checkbox"/> HOSP. 5. <input type="checkbox"/> NUR HOME 6. <input type="checkbox"/> OTHER PLACE <b>614 NW 348th St.</b>	
14. MARITAL STATUS — Married, Never married, Widowed, Divorced (Specify) <b>Married</b>	15. SURVIVING SPOUSE (If wife, give maiden name) <b>Betty J. Morris</b>	16. SOCIAL SECURITY NO. <b>538-16-4529</b>	17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) College (1-4 or 5+) <b>12</b>
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) <b>Owner/Operator</b>	19. KIND OF BUSINESS OR INDUSTRY <b>Insulating Co.</b>	20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify: <b>No</b>	21. RACE (Specify) <b>White</b>
22. RESIDENCE — NUMBER AND STREET <b>614 NW 348th St.</b>	23. CITY/TOWN, OR LOCATION <b>LaCenter</b>	24. INSIDE CITY LIMITS? (Yes / No) <b>no</b>	25A. COUNTY <b>Clark</b>
28. FATHER'S NAME — FIRST, MIDDLE, LAST <b>Warren D. Stephens</b>		29. MOTHER'S NAME — FIRST, MIDDLE, MAIDEN SURNAME <b>Cora B. Randall</b>	
30. INFORMANT — NAME <b>Betty Stephens</b>		31. MAILING ADDRESS STREET OR RFD NO. CITY OR TOWN STATE ZIP <b>614 NW 348th St. LaCenter WA 98629</b>	
32. BURIAL, CREMATION REMOVAL, OTHER (Specify) <b>Burial</b>	33. DATE (Mo, Day, Yr) <b>6-1-2001</b>	34. CEMETERY/CREMATORY — NAME <b>Evergreen Memorial Gardens</b>	35. LOCATION — CITY/TOWN, STATE <b>Vancouver, WA</b>
36. FUNERAL DIRECTOR SIGNATURE <i>[Signature]</i>		37. NAME OF FACILITY <b>Memorial Gardens Mortuary</b>	
38. ADDRESS OF FACILITY <b>1101 NE 112th Ave. Vancouver, WA 98684</b>			
39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <i>[Signature]</i>		43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED. SIGNATURE AND TITLE <b>X</b>	
40. DATE SIGNED (Mo, Day, Yr) <b>5-29-01</b>	41. HOUR OF DEATH (24 Hrs) <b>2144</b>	44. DATE SIGNED (Mo, Day, Yr)	45. HOUR OF DEATH (24 Hrs)
42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		46. PRONOUNCED DEAD (Mo, Day, Yr)	47. HOUR PRONOUNCED DEAD (24 Hrs)
48. NAME AND ADDRESS OF CERTIFIER — PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) <b>Matthew Brouns, MD, 8614 E. Mill Plain Blvd., Vancouver, WA 98664</b>			
50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH:			
IMMEDIATE CAUSE (Final disease or condition resulting in death). DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.	A. <b>Nonsmall cell lung cancer</b>		INTERVAL BETWEEN ONSET AND DEATH <b>3 years</b>
	B.  <b>3335498</b>		INTERVAL BETWEEN ONSET AND DEATH
	C. <b>PETER JACKSON AF 12.00 Clark County, WA</b>		INTERVAL BETWEEN ONSET AND DEATH
	D.		INTERVAL BETWEEN ONSET AND DEATH
51. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE: <b>Prostate cancer, laryngeal cancer, diabetes mellitus</b>		52. AUTOPSY? (Yes / No) <b>no</b>	53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) <b>yes</b>
54. ACC. SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify)	55. INJURY DATE (Mo, Day, Yr)	56. HOUR OF INJURY (24 Hrs)	57. DESCRIBE HOW INJURY OCCURRED:
58. INJURY AT WORK? (Yes / No)	59. PLACE OF INJURY — AT HOME, FARM, STREET, FACTORY, OFFICE BLDG., ETC. (Specify)	60. LOCATION — STREET OR RFD NO., CITY/TOWN, STATE	
61. RECORD AMENDMENT (Registrar use only) ITEM DOCUMENTARY EVIDENCE REVIEWED BY DATE		62. REGISTRAR SIGNATURE <i>[Signature]</i>	63. DATE RECEIVED (Mo, Day, Yr) <b>MAY 30 2001</b>



FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-008 (Rev. 7/91) (formerly DSHS 9-150)

**A**

DOH 01-003 (5/98)

**AFFIDAVIT FOR CORRECTION**

**USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY**

**ANY CHANGES MADE BELOW VOID THIS CERTIFICATE. A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.**

NUMBER OF CERTIFICATES	FEE NUMBER	INITIALS	DATE	AFFIDAVIT NUMBER
<b>STATE OFFICE USE ONLY</b>			<b>STATE OFFICE USE ONLY</b>	
The record of Birth <input type="checkbox"/> Marriage <input type="checkbox"/>		1. STATE FILE NUMBER		for
Death <input type="checkbox"/> Dissolution <input type="checkbox"/> with		3. DATE OF EVENT		
2. NAME		4. PLACE OF EVENT (City and County)		
5. FATHER'S FULL NAME (if Birth) HUSBAND (if Marriage/Dissolution)		6. MOTHER'S FULL MAIDEN NAME (if Birth), WIFE (if Marriage/Dissolution)		
THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:				
THE RECORD NOW SHOWS:		THE TRUE FACT IS:		
7.		8.		
9.		10.		
11.		12.		
13.		14.		
I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY				15.
PHONE NUMBER: _____				
I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FORGOING IS TRUE AND CORRECT				
16. SIGNATURE		17. DATE	18. ADDRESS	

DCH 110-007 (Rev. 3/99)

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order. This certificate must be returned within one year of the date it was issued to receive a replacement copy free of charge.

**Birth Certificates**

1. All changes must be established by documentary proof submitted with the affidavit.
2. Only a parent, legal guardian (if the child is under 18), or the adult themselves (if 18 or older) may change the birth certificate.
3. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe, Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
4. Proof must be five (or more) years old or established within five years of birth.
5. Examples of documents of proof:
 

Certificate of Naturalization	Marriage Record	School Record
Census Record	Medical Record	Voter's Registration Card (if it bears an effective date)
Hospital Records	Military Record (DD-214)	Alien Registration Card (front and back)
Insurance Records	Your Child's Birth Record	Passport
6. Up to age one, the parent(s) or legal guardian may change the child's surname with an affidavit for correction provided:
  - This is a one-time only change. Subsequent changes will require a certified copy of a court ordered name change.
  - The new surname may be the mother's maiden name or father's surname (if present on the certificate) or a combination of the two.
  - After age one, surname changes require a certified copy of a court ordered name change. Minor spelling changes may be made with an affidavit and documentary proof.
7. Parent(s) may change their child's first or middle name by completing and signing an affidavit for correction (until their child's 18th birthday).
8. This affidavit cannot be used to add a father to a birth certificate. (use the paternity affidavit - form DOH 110-001)

**Death Certificates**

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
2. The medical information (cause of death) may be changed only by the attending physician or the coroner/medical examiner.

**Marriage/Dissolution (Divorce) Certificates**

1. Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in births above. A person's own birth certificate is also acceptable proof.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

Please send the proof(s) and this form/certificate to:

Attn: Corrections  
**Center for Health Statistics**  
 1112 Quince Street South  
 P.O. Box 9709  
 Olympia, WA 98507-9709

This is a legal document.  
 Complete in ink and do not alter.

**CERTIFIED**

MAY 30 2001

*Karen R. Steingart, MD.*  
 Dr. Karen Steingart  
 Health District Office  
 S.W. Washington Health District



**3335498**  
 Page: 5 of 5  
 06/20/2001 10:22A

HH00652370

RETURN ADDRESS

Jackson, Jackson & Kurtz  
704 East Main St., Ste. 102  
Battle Ground, WA 98604

Please Print neatly or Type information  
DOCUMENT TITLE(S)

Community Property Agreement  
\_\_\_\_\_

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

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

GRANTOR(S)

Stephens, Wm. Dean  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

Stephens, Betty Jean  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ 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.

COMMUNITY PROPERTY AGREEMENT

This agreement is made and entered into by and between Wm. Dean Stephens and Betty Jean Stephens, husband and wife, residents at 1303 N. E. 45th Street, Vancouver, Washington.

It is mutually agreed by and between the parties hereto as follows:

FIRST: The parties hereto have been husband and wife for many years and are residents of the state of Washington. By this agreement they desire to avail themselves of the provisions of RCW 26.16.120 concerning agreements between husband and wife, fixing the status and disposition of community property to take effect upon the death of either. For and in consideration of the mutual helpfulness each has been and will be to the other in the future, and in consideration of the commingling of the joint efforts, earnings and property of the parties, the parties hereby agree that all of the property of whatsoever nature or description, whether real, personal or mixed, tangible or intangible, and wherever situated, now owned and which may hereafter be acquired by either or both of the parties hereto, is declared to be and shall be the community property of the parties. It is agreed that the manner and date of acquiring property shall be deemed of no effect, that the ostensible ownership, i.e., whether the property is held in the name of one or the other, or in both names, or in both names as joint tenants, shall be of no contrary effect; and that the parties hereby convert all of their property into community property, and convey the same to the community; and that all of the property of the parties shall be deemed community property for all purposes under the laws of the state of Washington.

SECOND: Upon the death of Wm. Dean Stephens leaving Betty Jean Stephens surviving, all of the property and property rights owned by Wm. Dean Stephens at the date of his death, whether now owned or hereafter acquired, shall pass to and become the property of Betty Jean Stephens and shall become vested in her as her sole and separate property. Upon the death of Betty Jean Stephens leaving Wm. Dean Stephens surviving, all of the property and property rights owned at the date of her death, whether now owned or hereafter acquired, shall pass to

and become the property of Wm. Dean Stephens and shall become vested in him as his sole and separate property. Immediately upon the death of one spouse, the survivor shall have the complete ownership of and the full power to dispose of all property subject to this Community Property Agreement.

THIRD: This agreement is made pursuant to RCW 26.16.120 for the purposes of making clear that all property of the parties, both that which is now owned and that which may hereafter be acquired, is and shall be community property; and of making provision that upon the death of one of the parties to this agreement, leaving the other surviving, all of the property and property rights belonging to the deceased party at the time of his or her death shall pass to the survivor as the survivor's sole and separate property, to the exclusion of all other persons.

Signed and Sealed at Vancouver, Washington, this 4 day of October, 1974.

Wm. Dean Stephens (Seal)  
Betty Jean Stephens (Seal)

Signed and sealed in the presence of:

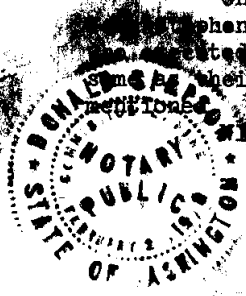
Donald Simpson  
Dorothy Beale

STATE OF WASHINGTON )  
 ) :ss  
County of Clark )

On this day before me personally appeared Wm. Dean Stephens and Betty Stephens, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein expressed.

WITNESS My hand and notarial seal this 4 day of October, 1974.

Donald Simpson  
Notary Public in and for the state of  
Washington, residing at Vancouver.





7 =

2

When Recorded Return to:

Perry D. Stephens  
24600 NE 98<sup>th</sup> Court  
Battle Ground, WA 98604

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951  
EXEMPT  
Date 7-11-00  
For Details of tax paid see  
442678  
RC

ORDER NO: K117104 DS

CHICAGO TITLE INSURANCE COMPANY  
PARTIAL  
WARRANTY FULFILLMENT DEED

THE GRANTOR WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife, as to Parcel I

for and in consideration of PARTIAL FULFILLMENT OF THAT CERTAIN REAL ESTATE CONTRACT in hand paid, conveys and warrants to

PERRY D. STEPHENS and CARLEEN M. STEPHENS, husband and wife, as to Parcel I

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

See Attached Exhibit "A" for legal description.

Tax Account No.: 258901-000  
Abbreviated Legal: Section: 34 Township: 5 North Range: 1 East

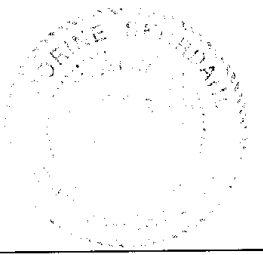
This deed is given in partial fulfillment of that certain real estate contract between the parties hereto, dated and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest, or encumbrance arising by, through or under the purchases 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 Excise Tax was paid on this sale on, February 4, 1999  
Rec. No. 442678

Dated: July 7, 2000

William Dean Stephens Betty Jean Stephens

STATE OF WASHINGTON  
COUNTY OF CLARK  
I certify that I know or have satisfactory evidence that William Dean Stephens and Betty Jean Stephens the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.  
Dated: July 7, 2000  
Notary Public in and for the State of Washington  
Residing at Vancouver  
My appointment expires: 6-9-02



CHICAGO TITLE INSURANCE COMPANY

EXHIBIT A

ORDER NO: K117104  
Continued...

PARCEL I

A parcel of property in the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 34; thence South 01°43'42" West along the East line of said Southwest quarter 767.25 feet to the South line of that tract conveyed to Perry D. Stephens, et ux, by document recorded under Auditor's File No. 3062494, Clark County records and the TRUE POINT OF BEGINNING; thence North 88°04'09" West along said South line 69.25 feet; thence North 01°16'34" East 397.29 feet to a 170.00 foot radius curve to the right; thence around said 170.00 foot radius curve to the right 64.11 feet to the North line of said Stephens tract; thence South 88°04'09" East along said North line 60.94 feet to the East line of said Southwest quarter; thence South 01°43'42" West along said East line 460.00 feet to the true point of beginning.

EXCEPT any portion thereof lying within North Fork Avenue.

5

When Recorded Return to:  
New Castle Investments Inc.  
P. O. Box 845  
La Center WA 98629

Real Estate Excise Tax  
Ch. 11 Rev Laws 1991  
765.00 has been  
Receipt # 466021  
Sec 61 sec Affidavit no  
Liquor Tax  
Clark County Treasurer  
RZ 72.00

ORDER NO: K117104 DS  
115, 9, 79, 52, 80

**CHICAGO TITLE INSURANCE COMPANY  
STATUTORY WARRANTY DEED**

THE GRANTOR PERRY D. STEPHENS and CARLEEN M. STEPHENS, husband and wife, as to Parcel I and Elsie M. Gordon and Helen M. Gordon as their separate estates as to Parcels II and III

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION  
in hand paid, conveys and warrants to

New Castle Investments Inc., a Washington corporation as to Parcel III  
JDL Development Corporation, Inc. a Washington Corporation as to Parcel I and II

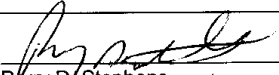
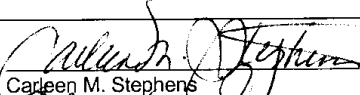
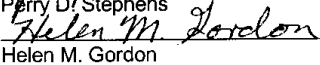
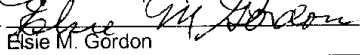
the following described real estate, situated in the County of Clark, State of Washington:

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

Tax Account No. : 258894-000 258901-000 258915-000 258942-000 258963-000

Abbreviated Legal: Section 34 Township 5 North Range 1 East

Dated: June 13, 2000

 Perry D. Stephens	 Carleen M. Stephens
 Helen M. Gordon	 Elsie M. Gordon

STATE OF WASHINGTON  
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: June 29, 2000  
*James Stordahl*

Notary Public in and for the State of Washington  
Residing at Vancouver  
My appointment expires: 6.9.02

STATE OF WASHINGTON  
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Helen M. Gordon and Elsie M. Gordon the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: July 6, 2000  
*James Stordahl*

Notary Public in and for the State of Washington  
Residing at Vancouver  
My appointment expires: 6.9.02

Exhibit AContinued...

PARCEL I

A parcel of property in the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 34; thence South 01°43'42" West along the East line of said Southwest quarter 767.25 feet to the South line of that tract conveyed to Perry D. Stephens, et ux, by document recorded under Auditor's File No. 3062494, Clark County records and the TRUE POINT OF BEGINNING; thence North 88°04'09" West along said South line 69.25 feet; thence North 01°16'34" East 397.29 feet to a 170.00 foot radius curve to the right; thence around said 170.00 foot radius curve to the right 64.11 feet to the North line of said Stephens tract; thence South 88°04'09" East along said North line 60.94 feet to the East line of said Southwest quarter; thence South 01°43'42" West along said East line 460.00 feet to the true point of beginning.

EXCEPT any portion thereof lying within North Fork Avenue.

PARCEL II

A parcel of property in the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 34; thence South 01°43'42" West along the East line of said Southwest quarter 805.23 feet to the South line of that parcel conveyed to JDL Development Corporation by deed recorded under Auditor's File No. 3134194, Clark County records and the TRUE POINT OF BEGINNING; thence North 88°16'18" West 68.95 feet; thence North 01°16'34" East 38.23 feet to the South line of that tract conveyed to Perry D. Stephens, et ux, by document recorded under Auditor's File No. 3062494, Clark County records; thence South 88°04'09" East along said South line 69.25 feet to the East line of said Southwest quarter; thence South 01°43'42" West along said East line 41.91 feet to the true point of beginning.

EXCEPT any portion thereof lying within North Fork Avenue.

PARCEL III

A parcel of property in the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the Southwest quarter of said Section 34; thence South 01°43'42" West along the East line of said Southwest quarter 805.23 feet to the South line of that parcel conveyed to JDL Development Corporation by deed recorded under Auditor's File No. 3134194, Clark County records and the TRUE POINT OF BEGINNING; thence North 88°16'18" West 68.95 feet; thence South 01°16'34" West 127.47 feet; thence South 00°35'55" East 397.43 feet; thence South 05°25'20" East 75.19 feet; thence South 01°03'37" West 128.10 feet to the most Southerly line of that tract conveyed to Daryl F. Gordon, et ux, by deed recorded under Auditor's File No. 7709080022 Clark County records; thence South 88°31'51" East along said most Southerly line 40.96 feet to the East line of said Southwest quarter; thence North 01°43'42" East along said East line 727.08 feet, more or less, to the true point of beginning.

EXCEPT any portion thereof lying within North Fork Avenue.

SUBJECT TO:

Exhibit AContinued...

1. Assessments, if any, affecting the subject premises  
Levied by: The City of LaCenter

Agreement, including its terms, covenants and provisions;  
Between: ADJACENT PROPERTY OWNERS  
Recorded: JULY 1, 1991  
Auditor's File No.: 9107010185  
For: road maintenance  
Affects: Parcel I and other property

Said instrument is a re-recording of instrument;  
Auditor's File No.: 9010260020  
Records of: Clark County, Washington  
Affects: Parcel I and other property

Easement, including its terms, covenants and provisions as disclosed by instrument;  
Dated: FEBRUARY 12, 1975  
Recorded: FEBRUARY 13, 1975  
Auditor's File No.: G 682359; G 682360; G 682361 and G 682362  
In favor of: ADJACENT PROPERTY OWNERS  
For: non-exclusive easement for ingress, egress and utilities, 60 feet in width  
Affects: Westerly portion of the most Southerly portion of Parcel III (lying within W 15th Street)

Easement, including the terms, covenants and provisions thereof, as granted by instrument;  
Recorded: MAY 31, 1979  
Auditor's File No.: 7905310177  
Records of: Clark County, Washington  
To: PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY  
Purpose: underground electrical distribution system and appurtenances necessary thereto  
Affects: Parcel I and other property

Easement, including its terms, covenants and provisions as disclosed by instrument;  
Dated: SEPTEMBER 10, 1990  
Recorded: OCTOBER 26, 1990  
Auditor's File No.: 9010260021  
In favor of: ADJACENT PROPERTY OWNERS  
For: 60 foot wide non-exclusive easement for ingress, egress and utilities  
Affects: Westerly portion of the most Northerly portion of Parcel I

Exhibit AContinued...

Easement, including its terms, covenants and provisions as disclosed by instrument;

Dated:                    MAY 11, 1991

Recorded:                MAY 15, 1991

Auditor's File No.:    9105150009

In favor of:            ADJACENT PROPERTY OWNERS

For:                      60 foot wide non-exclusive easement for ingress, egress  
and utilities

Affects:                 Westerly portion of the most Northerly portion of Parcel I



3218725

Page: 1 of 3  
05/15/2000 01:32P  
Clark County, WA

RETURN ADDRESS

Dean Stephens  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affid. # 0 Date 5-15-00

For Details of tax paid see

Affid. # 13033

Doug Lasher

Clark County Treasurer

By [Signature]

Deputy

Please Print neatly or Type information

DOCUMENT TITLE(S)

Warranty Fulfillment Deed  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

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

GRANTOR(S)

Mary Stephens  
\_\_\_\_\_  
\_\_\_\_\_

Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

William Dean Stephens  
Betty Jean Stephens  
\_\_\_\_\_  
\_\_\_\_\_

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

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

SW 1/4 of Sect. 34, T2N, R1E, W1M  
\_\_\_\_\_

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

258961-000  
\_\_\_\_\_

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.





SECURITY TITLE INSURANCE COMPANY  
OF WASHINGTON  
1109 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • MAIN 3-0870

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of



**3218725**  
Page: 2 of 3  
05/15/2000 01:32P  
10.00 Clark County, WA

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

## Warranty Fulfillment Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of Ten Dollars and Other Considerations

in hand paid, conveys and warrants to William Dean Stephens and Betty Jean Stephens, Husband and Wife, State of Washington, the following described real estate, situated in the county of Clark

The following described real property situated in the County of Clark, State of Washington, to-wit:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within LaCenter-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line of the place of beginning.

Reserving unto the Seller a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.



This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated May 30, 1975, 1975, 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.

Dated this 28<sup>th</sup> day of July, 1975.

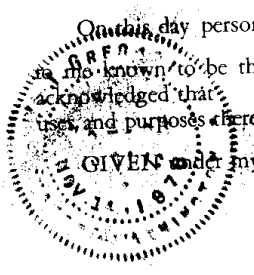
Mary Stephens (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF WASHINGTON,

County of Cowlitz

ss.



On this day personally appeared before me Mary Stephens 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 use and purposes therein mentioned.

GIVEN under my hand and official seal this 28<sup>th</sup> day of July, 1975.

M. J. Gregorius  
Notary Public in and for the State of Washington,  
residing at Woodland

Real Estate Excise Tax  
 Ch. 11  
 \$ 1602.00  
 Recd. 44267824199

Name Perry D. Stephens  
 Address 24600 NE 98th Court  
 City, State, Zip Battle Ground, Washington 98604  
 By [Signature] Deputy

189837tw  
**REAL ESTATE CONTRACT**  
 (RESIDENTIAL SHORT FORM)

Reference# (If applicable):  
 Grantor(s): (1) Stephens William Dean (2) Stephens Betty Jean  
 Grantee(s): (1) Stephens Perry D. (2) Stephens Carleen M.  
 Addit. Grantor(s) on pg. Addit. Grantee(s) on pg.  
 Legal Description (abbr.): PTN SW1/4, Sec. 34, T5N, R1E  
 Addit. legal(s) on pg.  
 Assessor's Tax Parcel ID# Acct #258901-000

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -  
 WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS  
 CONTRACT.

1. PARTIES AND DATE, THIS CONTRACT IS ENTERED INTO ON February 3, 1999  
 between William Dean Stephens and Betty Jean Stephens, husband and wife,  
Perry D. Stephens and Carleen M. Stephens, husband and wife,  
 as "Seller" and  
 as "Buyer".

2. SALE AND LEGAL DESCRIPTIONS. Seller agrees to sell to Buyer and Buyer agrees to purchase  
 from Seller the following described real estate in Clark County, State  
 of Washington:

ATTACHED HERETO AS EXHIBIT "A"

3. PERSONAL PROPERTY. Personal property, if any included in the sale is as follows:

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:  
 \$ 90,000.00 Total Price  
 Less (\$ 5,000.00) Down Payment  
 Less (\$ ) Assumed Obligation (s)  
 Results in \$ 85,000.00 Amount Financed by Seller.  
 (b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by  
 assuming and agreeing to pay that certain N/A dated \_\_\_\_\_  
 recorded as AF# \_\_\_\_\_. Seller warrants the unpaid balance of said  
 obligation is \$ \_\_\_\_\_ which is payable \$ \_\_\_\_\_ on or  
 before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, including interest  
 at the rate of \_\_\_\_\_% per annum on the declining balance thereof; and a like  
 amount on or before the \_\_\_\_\_ day of each and every month  
 thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS  
 DUE IN FULL NOT LATER THAN \_\_\_\_\_, 19\_\_\_\_.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.



3062494

Page: 2 of 6

02/04/1999 03:21P

13.00 Clark County, WA

TRANSACTION TITLE INSURANCE CONT

(c) **PAYMENT OF AMOUNT FINANCED BY SELLER.**  
 Buyer agrees to pay the sum of \$ 85,000.00 as follows:  
 \$ 764.00 or more at buyer's option on or before the 4th day of March  
 19 99 <sup>(including prior)</sup> ~~including~~ interest from 2/4/99 at the rate of 7.000% per annum on the  
 declining balance thereof; and a like amount or more on or before the 4th day of each and every  
~~month~~ <sup>(month/year)</sup> thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.  
 NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN  
 FULL NOT LATER THAN 2/4 ~~2/4~~ 2014

Payments are applied first to interest and then to principal. Payments shall be made  
 at as designated by payee  
 or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyer fails to make any payments  
 on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s)  
 within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties,  
 and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of  
 any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse  
 Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs  
 and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received  
 hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in  
 full:  
 That certain N/A dated \_\_\_\_\_ recorded as AF # \_\_\_\_\_  
(Mortgage Deed of Trust Contract)

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes  
 equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said  
 encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and  
 make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the  
 provisions of Paragraph 8.

(c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any  
 payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent  
 payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties,  
 and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise  
 of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5%  
 of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from  
 payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on  
 three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior  
 encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the  
 purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior  
 encumbrance as such payments become due.

7 **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances  
 including the following listed tenancies, easements, restrictions and reservations in addition to the obligations  
 assumed by Buyer and the obligations being paid by Seller:

Easements as disclosed by Auditor's File No. 79053110177 and  
 910515009; Agreement as disclosed by Auditor's File No.  
 9107010185,

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory  
 Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any  
 encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or  
 under persons other than the Seller herein. Any personal property included in the sale shall be included in the  
 fulfillment deed.

9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due,  
 Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in  
 addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are  
 due shall be applied to the late charges.

10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will  
 not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a),  
 (b) or (c) has been consented to by Buyer in writing.

11. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract,  
 or Closing 19 \_\_\_\_\_, whichever is later, subject to any tenancies described in  
 Paragraph 7.

12. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. **INSURANCE.** Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment; or

(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorney's fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.



22. BUYER' REMEDY FOR SELLER'S DEFAULT. If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. NON-WAIVER. Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. ATTORNEYS' FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and cost incurred in such suit or proceedings.

25. NOTICE. Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at

24600 NE 98th Court, Battle Ground, Washington

98604

614 NW 348th Street, Lacenter, Washington 98629

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. TIME FOR PERFORMANCE. Time is one of the essence in performance of any obligations pursuant to this Contract.

27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. OPTIONAL PROVISION - - SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Buyer may substitute for any personal property specified in paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

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

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

29. OPTIONAL PROVISION - - ALTERATIONS. Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER

INITIALS:

BUYER

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

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

30. OPTIONAL PROVISION - - DUE ON SALE. If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

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

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

31. OPTIONAL PROVISION - - PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

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

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

32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ \_\_\_\_\_ per \_\_\_\_\_  
 Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER	INITIALS:	BUYER
_____		_____
_____		_____

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.  
 34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER	BUYER
William Dean Stephens _____	Perry D. Stephens _____
Betty Jean Stephens _____	Carleen M. Stephens _____
<i>William Dean Stephens</i> <i>Betty J. Stephens</i>	<i>Perry D. Stephens</i> <i>Carleen M. Stephens</i>

STATE OF WASHINGTON }  
 COUNTY OF Clark } ss

I certify that I know or have satisfactory evidence that William Dean Stephens  
Betty Jean Stephens is the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in the instrument.

2/4/99  
 Dated  
*[Signature]*  
 Signature  
 Notary

**R. THOMAS WOOD**  
**NOTARY PUBLIC**  
 My appointment expires 7/15/2001  
**STATE OF WASHINGTON**  
**COMMISSION EXPIRES**  
**JULY 15, 2001**

STATE OF WASHINGTON }  
 COUNTY OF \_\_\_\_\_ } ss

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 is 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) was (were) authorized to execute the instrument and acknowledged it as the \_\_\_\_\_  
 of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
 Dated  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 My appointment expires

(SEAL OR STAMP)

LEGAL DESCRIPTION:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

EXCEPT the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife by contract recorded under Auditor's File No. 9010260021.

ALSO EXCEPT that portion lying within N.E. North Fork Avenue.



REAL ESTATE CONTRACT

G 691289

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$100.00 has been paid

Recpt. # 13033 Date 6/4/75

Sec. 61, 1957 Act

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

959771

between MARY STEPHENS, a single woman,

By *Gail Abrams*

hereinafter called the "seller," and WILLIAM DEAN STEPHENS, AND BETTY JEAN STEPHENS, 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:

The following described real property situated in the County of Clark, State of Washington, to-wit:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within La Center-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line to the place of beginning.

Reserving unto the ~~seller~~ <sup>SELLER</sup> a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.

959775

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND DOLLARS

( \$ 10,000.00 ) Dollars, of which

( \$ NONE ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY DOLLARS ( \$ 50.00 ) Dollars,  
or more at purchaser's option, on or before the 1st day of July, 1975.  
and FIFTY DOLLARS ( \$ ) 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 6 % per cent per annum from the 1st day of June, 1975,  
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 Rt. 2, Box 6, La Center, Washington 98629  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1975

(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 Transamerica 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.

(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:

(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 foreclosure 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.

Mary Stephens (SEAL)  
William Dean Stephens (SEAL)  
Betty Jean Stephens (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

to me known to be the individual S 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

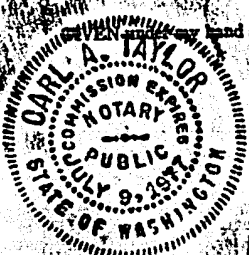
therein mentioned.

Witness my hand and official seal this 30<sup>th</sup>

day of May 1975

Carl A. Taylor  
Notary Public in and for the State of Washington,

residing at Vancouver,



# Transamerica Title Insurance Co

A Service of  
Transamerica Corporation

Filed for Record at Request of MAIL TO:

Name William Dean Stephens

Address 1203 NE 45th St

City and State Vancouver Wash  
98663

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD  
CLARK CO. WASH

TRANSAMERICA TITLE INS CO.  
JUN 4 9 14 AM '75

AUDITOR  
RON DOTZAUER H10

FORM 88

Bk. 464, Pg. 332

WARRANTY DEED G22677  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantors W.E. Stephens and Janet E. Stephens, husband and wife  
of the city of \_\_\_\_\_, county of Clark \_\_\_\_\_  
state of Washington, for and in consideration of

Ten and no/100 \_\_\_\_\_ (\$100.00) dollars,  
in hand paid, convey and warrant to Mary Stephens, a single woman

the following described real estate, situate in the county of Clark \_\_\_\_\_  
state of Washington:

Beginning at the Northeast corner of the Southwest Quarter of  
Section Thirty-four (34) in Township Five(5) North of Range One  
(1) East of the Willamette Meridian; running thence West One  
Hundred and Sixty (160) rods to the Northwest corner of said  
Quarter Section; thence South Forty-six and one half (46 1/2) rods;  
thence East One Hundred Sixty (160) rods to the East line of the  
said Quarter Section; thence North Forty-six and one half rods (46 1/2)  
(16 1/2) to the place of beginning;

EXCEPT a triangular tract described as follows:  
Beginning at the Northeast corner of the above described tract  
and running thence West 247 feet, thence South 38° 29' East 227.8  
feet, thence South 27° 15' East 50.9 feet thence South 0° 51' East  
27.5 feet to a point on the County Road; thence North 89° 33' East  
along said County Road, to the East line of the Southwest Quarter  
of said Section and thence North along said East line to the place  
of beginning;

Subject to the right-of-way or easement for power lines granted to  
Northwestern Electric Co., a Washington corporation, recorded in  
Book 201 of Deeds at page 4 Records of Clark County, Washington

subject to a life estate for the Grantors which is hereby reserved

Dated this 23rd day of April 1949

W. E. Stephens (SEAL)

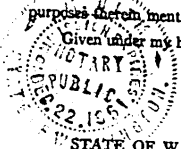
Janet E. Stephens (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON  
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of April 1949 W.E. Stephens and Janet E. Stephens, husband and wife personally appeared before me since prior to acquiring title to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal the day and year last above written.

W. Hunt  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

STATE OF WASHINGTON  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

Mary Stephens  
804

MAIL TO  
Mary Stephens  
La Center, Wash  
R2

APR 30 1949  
464 333

WARRANTY DEED  
(STATUTORY FORM)  
FROM \_\_\_\_\_  
TO \_\_\_\_\_

Clark County Property Profile



<b>Parcel #</b>	258972000	<b>Owner</b>	Rerick, Mary
<b>Ref Parcel</b>		<b>Owner Address</b>	4311 NE 44th St Vancouver WA 98661
<b>Site Address</b>	115 NE 348th St La Center WA 98629 - 3205	<b>Market Total Value</b>	\$361,921.00
<b>Lot Size</b>	6.00 Acres (261,360 SqFt)	<b>Assessed Total Value</b>	\$361,921.00
<b>Building Area</b>	864 SqFt	<b>Year Built</b>	1997
<b>School District</b>	La Center	<b>Sale Date</b>	
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	
<b>Bedrooms</b>	2	<b>Subdivision</b>	
<b>Bathrooms</b>	1	<b>Land Use / Land Use Std</b>	11 - Household, Single Family Units / RSFR - Single Family Residence
<b>Legal</b>	#110 SEC 34 T5N R1EWM 6A M/L		



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.

**5411015 BLA**

Total Pages: 20 Rec Fee: \$92.00

Recorded in Clark County, WA 06/08/2017 03:15 PM

CARLEEN M STEPHENS

Excise #: 766982

After Recording

Return To:

Mark F. Stoker

Heurlin, Potter, Jahn, Leatham,

Holtmann & Stoker, P.S.

211 E. McLoughlin Blvd., Suite 100

Vancouver, WA 98663

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**BOUNDARY LINE ADJUSTMENT AGREEMENT**

Grantor/Grantee: Perry D. Stephens and Carleen M. Stephens, husband and wife

Grantee/Grantor: Mary Sue Rerick and Mark E. Stephens and Roni A. Stephens, husband and wife

Legal Description (abbreviated): #56 SEC 34 T5N R1EWM 22.29A; #110 SEC 34 T5N R1EWM 6A M/L; #39 SEC 34 T5N R1EWM; and #59 SEC 34 T5N R1EWM 6.25A

Assessors Tax Parcel ID #: 258919000, 258972000, 258906000, and 258922000

Reference No. of Document Released or Assigned:

This Boundary Line Adjustment Agreement is made this 8<sup>th</sup> day of June, 2017 by PERRY D. STEPHENS and CARLEEN M. STEPHENS, husband and wife ("Perry"), and MARY SUE RERICK ("Rerick") and MARK E. STEPHENS and RONI A. STEPHENS, husband and wife ("Mark").

**RECITALS**

- A. Perry owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 22.29 acres known as Tax Lot 56, Assessor's Parcel Number 258919000 and legally described on Exhibit A ("Tax Lot 56"); and
- B. Rerick owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6 acres known as Tax Lot 110, Assessor's Parcel Number 258972000 and legally described on Exhibit B ("Tax Lot 110"); and
- C. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately .8 acres known as Tax Lot 39, Assessor's Parcel Number 258906000 and legally described as a portion of Exhibit C ("Tax Lot 39"); and

- D. Mark owns that certain real property and improvements located in Clark County, Washington, consisting of approximately 6.25 acres known as Tax Lot 59 , Assessor's Parcel Number 258922000 and legally described on Exhibit D ("Tax Lot 59"); and
- E. A map of current Tax Lots 56, 110, 39 and 59 is attached hereto as Exhibit E.
- C. The parties wish to adjust the boundaries between the above described parcels in a manner that will continue to maintain the same number of parcels but will adjust the size and configuration of the same, but will not reduce any parcel below the minimum lot size required by the applicable zoning code.

**NOW THEREFORE**, the parties agree as follows:

1. The boundary lines currently for Tax Lot 56, Tax Lot 39 and Tax Lot 59 are hereby adjusted in order to provide for new boundary lines for the creation of the following described new parcels:
  - a. Adjusted Tax Lot 56 is legally described in the attached Exhibit F;
  - b. Adjusted Tax Lot 39 is legally described in the attached Exhibit G;
  - c. Adjusted Tax Lot 59 is legally described in the attached Exhibit H; and
  - d. A drawing of Adjusted Tax Lots 56, 39, 110 and 59 is attached as Exhibit I.
2. Mark hereby quitclaims and conveys unto Perry, their successors and assigns that portion of Tax Lot 59 and Tax Lot 39 necessary to create the new Adjusted Tax Lot 56 and Adjusted Tax Lot 39. Perry hereby quitclaims and conveys unto Mark his successors and assigns that portion of Lot 56 necessary to create the new Adjusted Tax Lot 59.
3. The boundary lines for Rerick's Tax Lot 110 will not change in any way.
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.
5. This Agreement is done in accordance with RCW 58.17 et seq. and is expressly for the purpose of a boundary line adjustment and not the creation of a new lot.
6. The consideration for this Agreement is the adjustment of the boundary lines.

Executed on the date first above written.

  
\_\_\_\_\_  
PERRY D. STEPHENS

  
\_\_\_\_\_  
CARLEEN M. STEPHENS

BOUNDARY ADJUSTMENT AGREEMENT - 2



\_\_\_\_\_  
MARY SUE RERICK

\_\_\_\_\_  
MARK E. STEPHENS

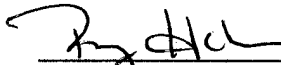
\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  }ss.  
County of Clark                    }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: 6-5-17

REGINA HOLMES  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MAY 15, 2018



\_\_\_\_\_  
Name (typed or printed): Regina Holmes  
NOTARY PUBLIC in and for the State of WA  
Residing at Clark County  
My appointment expires: May 15, 2018

STATE OF WASHINGTON }  
  }ss.  
County of Clark                    }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3

Mary Sue Rerick  
 MARY SUE RERICK

\_\_\_\_\_  
 MARK E. STEPHENS

\_\_\_\_\_  
 RONI A. STEPHENS

STATE OF WASHINGTON }  
 } ss.  
 County of Clark }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
 Name (typed or printed): \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
 } ss.  
 County of Clark }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 2/16/17




Tracy Camp  
 Name (typed or printed): TRACY CAMP  
 NOTARY PUBLIC in and for the State of WA  
 Residing at Vanlender, WA  
 My appointment expires: July 29, 2019

BOUNDARY ADJUSTMENT AGREEMENT - 3

\_\_\_\_\_  
MARY SUE RERICK

  
\_\_\_\_\_  
MARK E. STEPHENS

  
\_\_\_\_\_  
RONI A. STEPHENS

STATE OF WASHINGTON }  
  }ss.  
County of Clark  }

I certify that I know or have satisfactory evidence that Perry D. Stephens and Carleen M. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON }  
  }ss.  
County of Clark  }

I certify that I know or have satisfactory evidence that Mary Sue Rerick is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name (typed or printed): \_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

BOUNDARY ADJUSTMENT AGREEMENT - 3

STATE OF WASHINGTON }  
 } ss.  
 County of Clark }

I certify that I know or have satisfactory evidence that Mark E. Stephens and Roni A. Stephens, husband and wife, 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: \_\_\_\_\_

\_\_\_\_\_  
 Name (typed or printed):  
 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
 Residing at \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Washington  
 County of Clark  
 On this 25 day of Jan, 2017, Roni and Mark Stephens  
 personally appeared before me,  
 who is personally known to me,  
 \_\_\_ whose identity I verified on the basis of \_\_\_\_\_  
 \_\_\_ whose identity I verified on the oath/affirmation of \_\_\_\_\_  
 a credible witness,  
 to be the signer of the foregoing document, and he/she acknowledged that  
 he/she signed it. *Doran L. McArthur*  
 \_\_\_\_\_  
 My Commission Expires: Aug. 15, 2019 Notary Signature



Exhibit A  
Tax Lot #56

**The West half of the following described property:**

**Beginning at the Northeast corner of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, in Clark County, running thence West 2640 feet to the Northwest corner of said quarter section; thence South 767.25 feet; thence East 2640 feet to the East line of the said quarter section; thence North 767.25 feet to the place of beginning.**

**EXCEPT that portion deed to Mark Eugene Stephens and Pamela Ray Stephens on September 20, 1977, under Auditor's File No. 7709200179.**

**Situate in the County of Clark, State of Washington.**

**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.**

Exhibit B  
Tax Lot #110

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.  
EXCEPT the West half thereof.  
ALSO EXCEPT the East 950 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

ALSO SUBJECT TO a 20 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across that portion of the West 20 feet of the above described tract lying North of the 60 foot wide easement described above.

Grantors herein reserve, for themselves and their successors and assigns, participation in the above non-exclusive easements for the benefit of Grantor's property in said Section 34.

SUBJECT TO easements of record.

Exhibit C  
Tax Lot #39

The Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ )  
of Section Thirty-four (34), Township Five (5) North of Range  
One (1) East of the Willamette Meridian.

ALSO: Beginning at the Northeast corner of the Southwest Quarter  
of Section Thirty-four (34), Township Five (5) North of Range One  
(1) East of the Willamette Meridian and running thence West 247  
feet; thence South 38° 29' East 287.6 feet; thence South 27° 49'  
East 59.9 feet; thence South 0° 51' West 27.5 feet to a point in  
the county road; thence North 69° 33' East, along said road, 48 feet,  
more or less, to the East line of the Southwest Quarter of said  
Section; and thence North to the point of beginning.

Exhibit D  
Tax Lot #59

The East 850 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 6 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

BEGINNING at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34; thence along the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 850 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.



Exhibit E  
Current lot Configuration

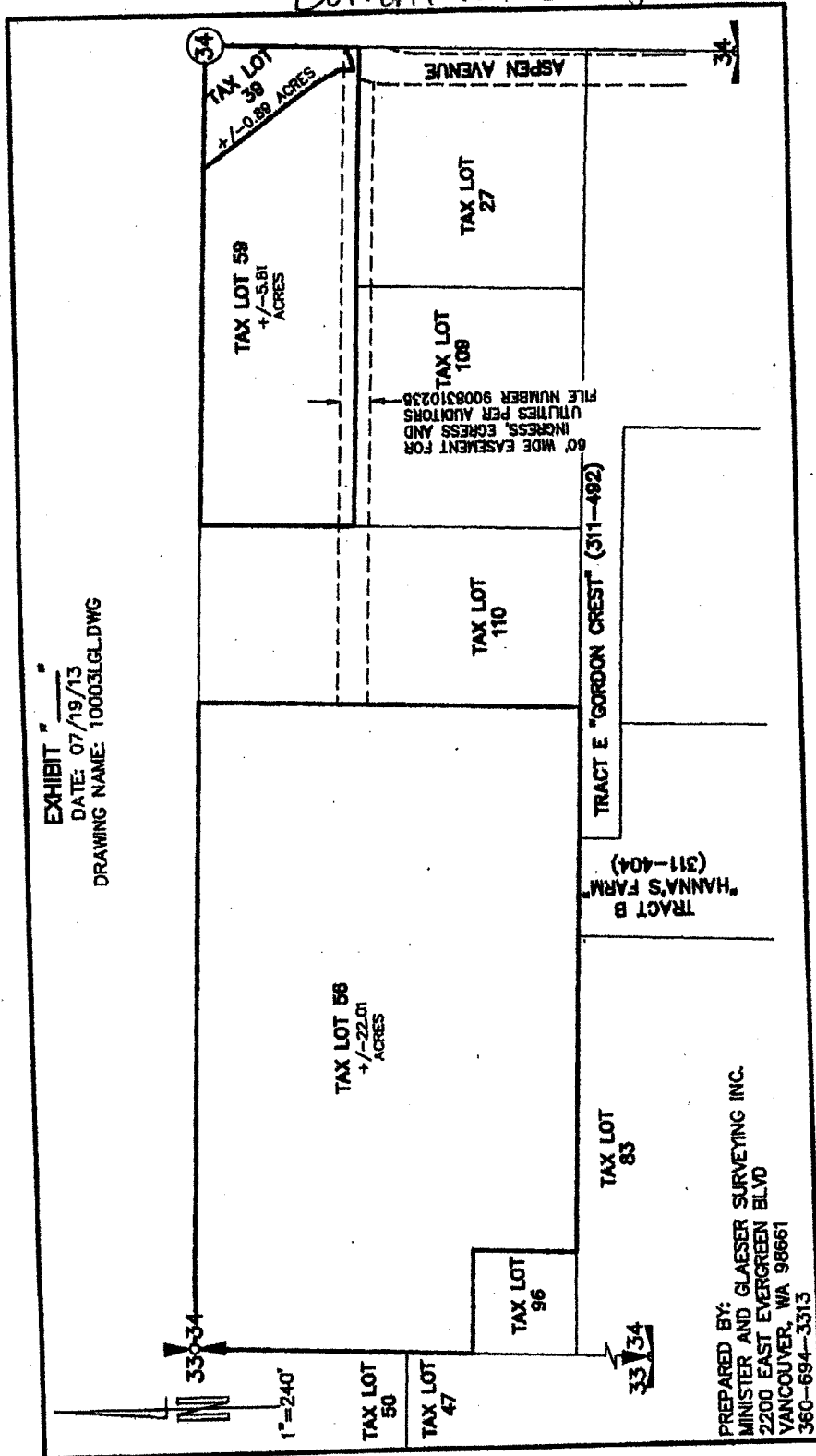
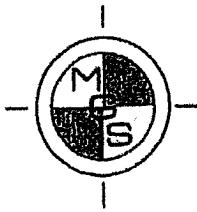


EXHIBIT E  
DATE: 07/19/13  
DRAWING NAME: 10003LGL.DWG

PREPARED BY:  
MINISTER AND GLAESER SURVEYING INC.  
2200 EAST EVERGREEN BLVD  
VANCOUVER, WA 98661  
360-694-3313

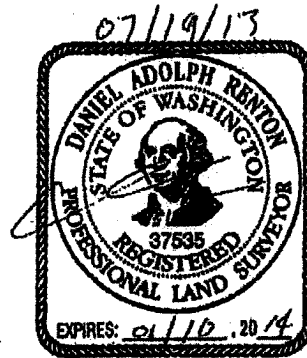


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT F



**ADJUSTED TAX LOT 56  
ASSESSORS PARCEL NUMBER: #258919000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 402.23 feet;

Thence leaving said North line, South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North  $02^{\circ}18'53''$  East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence South  $88^{\circ}04'02''$  East, along said North line, for a distance of 586.90 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South  $02^{\circ}01'22''$  West, along the East line of said Northwest Quarter, for a distance of 767.25 feet to the South line of the North 767.25 feet of said Northwest Quarter;

Thence leaving said East line, North 88°04'02" West, along said South line, for a distance of 1099.45 feet to the Southeast corner of the "Boehm" parcel as described and recorded under Clark County, Washington Auditors File Number 9008230211;

Thence leaving said South line, North 02°18'53" East, along the East line of said "Boehm" parcel, for a distance of 208.71 feet to the Northeast corner thereof;

Thence leaving said East line, North 88°04'02" West, along the North line of said "Boehm" parcel, for a distance of 208.71 feet to the Northwest corner thereof and the West line of said Northwest Quarter;

Thence leaving said North line, North 02°18'53" East, along said West line, for a distance of 558.55 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOGETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North 88°04'02" West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

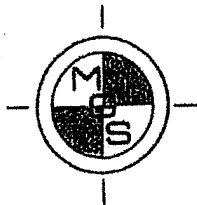
Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South 70°32'44" East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North 02°01'22" East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 871509 square feet or 20.01 acres of land, more or less.  
Perimeter: 4699.8643 feet

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

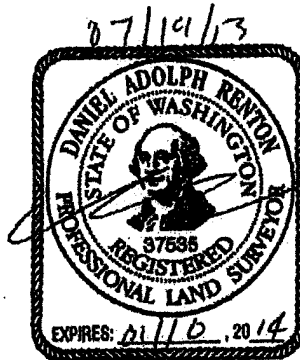


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98661

JULY 19, 2013

EXHIBIT G



**ADJUSTED TAX LOT 39  
ASSESSORS PARCEL NUMBER: #258906000**

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 402.23 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said North line, South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North  $02^{\circ}18'53''$  East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence North  $88^{\circ}04'02''$  West, along said North line, for a distance of 315.13 feet to the **TRUE POINT OF BEGINNING**;

**TOGETHER WITH** a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

**TOETHER WITH AND SUBJECT TO** a non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

**COMMENCING** at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South  $88^{\circ}04'02''$  East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South  $02^{\circ}01'22''$  West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the **TRUE POINT OF BEGINNING**;

Thence leaving said East line, North  $88^{\circ}04'02''$  West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South  $02^{\circ}18'53''$  West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet;

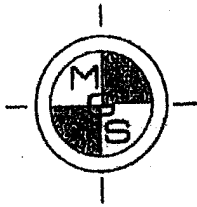
Thence South  $88^{\circ}04'02''$  East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Thence South  $70^{\circ}32'44''$  East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North  $02^{\circ}01'22''$  East, along said East line, for a distance of 45.78 feet to the **TRUE POINT OF BEGINNING**;

**CONTAINING:** 2 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.

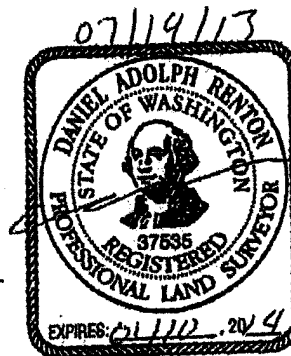


**MINISTER-GLAESER  
SURVEYING INC.**

(360) 694-3313  
FAX (360) 694-8410  
2200 E. EVERGREEN  
VANCOUVER, WA 98681

JULY 19, 2013

EXHIBIT H



**ADJUSTED TAX LOT 59  
ASSESSORS PARCEL NUMBER: #258922000**

A parcel of land located in the Northeast Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

**BEGINNING** at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence North 88°04'02" West, along the North line of said Northeast Quarter, for a distance of 950.01 feet to the Northwest corner of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34;

Thence leaving said North line, South 01°43'43" West, along the West line of the East 950 feet of the North 46.5 rods of the Southwest Quarter of said Section 34, for a distance of 307.25 feet to the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34;

Thence leaving said West line, South 88°04'02" East, along the North line of the South 460 feet of the Northeast Quarter of the Southwest Quarter of said Section 34, for a distance of 950.01 feet to the East line of said Northeast Quarter;

Thence leaving said North line, North 01°43'43" East, along said East line, for a distance of 307.25 feet to the **POINT OF BEGINNING**.

**TOGETHER WITH AND SUBJECT TO**, a 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235

**CONTAINING:** 6.7 acres of land, more or less.

**BASIS OF BEARING:** Survey recorded in Book 51 of Surveys, at Page 68, records of Clark County, Washington.



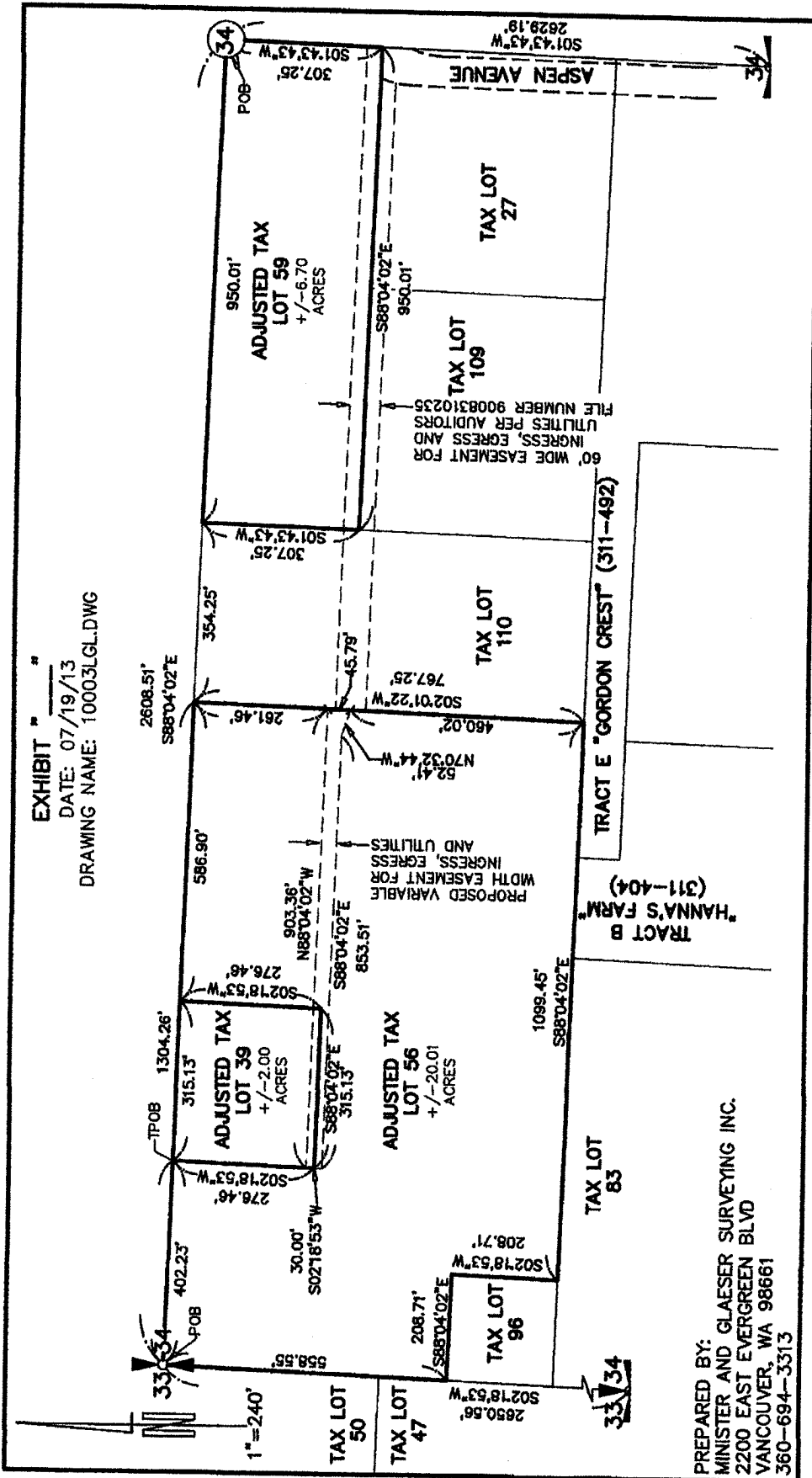
**EXHIBIT I**  
**DRAWING OF ADJUSTED TAX LOTS**

BOUNDARY ADJUSTMENT AGREEMENT - 13

EXHIBIT "A"

DATE: 07/19/13

DRAWING NAME: 10003LGL.DWG

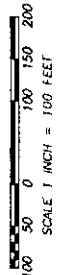


PREPARED BY:  
 MINISTER AND GLAESER SURVEYING INC.  
 2200 EAST EVERGREEN BLVD  
 VANCOUVER, WA 98661  
 360-694-3313

# SURVEY

IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

20-30-5180



- SURVEY REFERENCE**
- 1) MINISTER SHAW PLAT BOOK 3, PAGE 181
  - 2) SOUTHWEST HEIGHTS PHASE 1 VOLUME 1
  - 3) SOUTHWEST HEIGHTS PHASE 54 VOLUME 1
  - 4) SOUTHWEST HEIGHTS PHASE 59 VOLUME 1
  - 5) OLSON SURVEY BOOK 31, PAGE 181
  - 6) MACEDORN SURVEY BOOK 6, PAGE 200
  - 7) MACEDORN SURVEY BOOK 11, PAGE 157
  - 8) MACEDORN SURVEY BOOK 2, PAGE 22
  - 9) MACEDORN SURVEY BOOK 7, PAGE 182
  - 10) OLSON SURVEY BOOK 18, PAGE 134
  - 11) LAMSON SURVEY BOOK 18, PAGE 134

- ADDED REFERENCES**
- 1) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 2) GRANITE CHARLES D. STEPHENS AT NO. 400810235
  - 3) GRANITE WILLIAM D. STEPHENS AT NO. 400810235

APPROXIMATE CENTERLINE OF NORTH FORK ROAD AS FIELD LOCATED 11-05-99

80 RIGID-OF-WAY ESTABLISHED PER CLARK COUNTY ROAD BOOK 4, PAGE 257-261

CEMETERY FENCE FIRST LOCATED 11-05-99

TOP OF BANK AS FIELD LOCATED 11-05-99

8" CONIC CULVERT LOCATED 11-05-99

EDGE OF PARKING AS FIELD LOCATED 11-05-99

14.15' UNBARRICADED

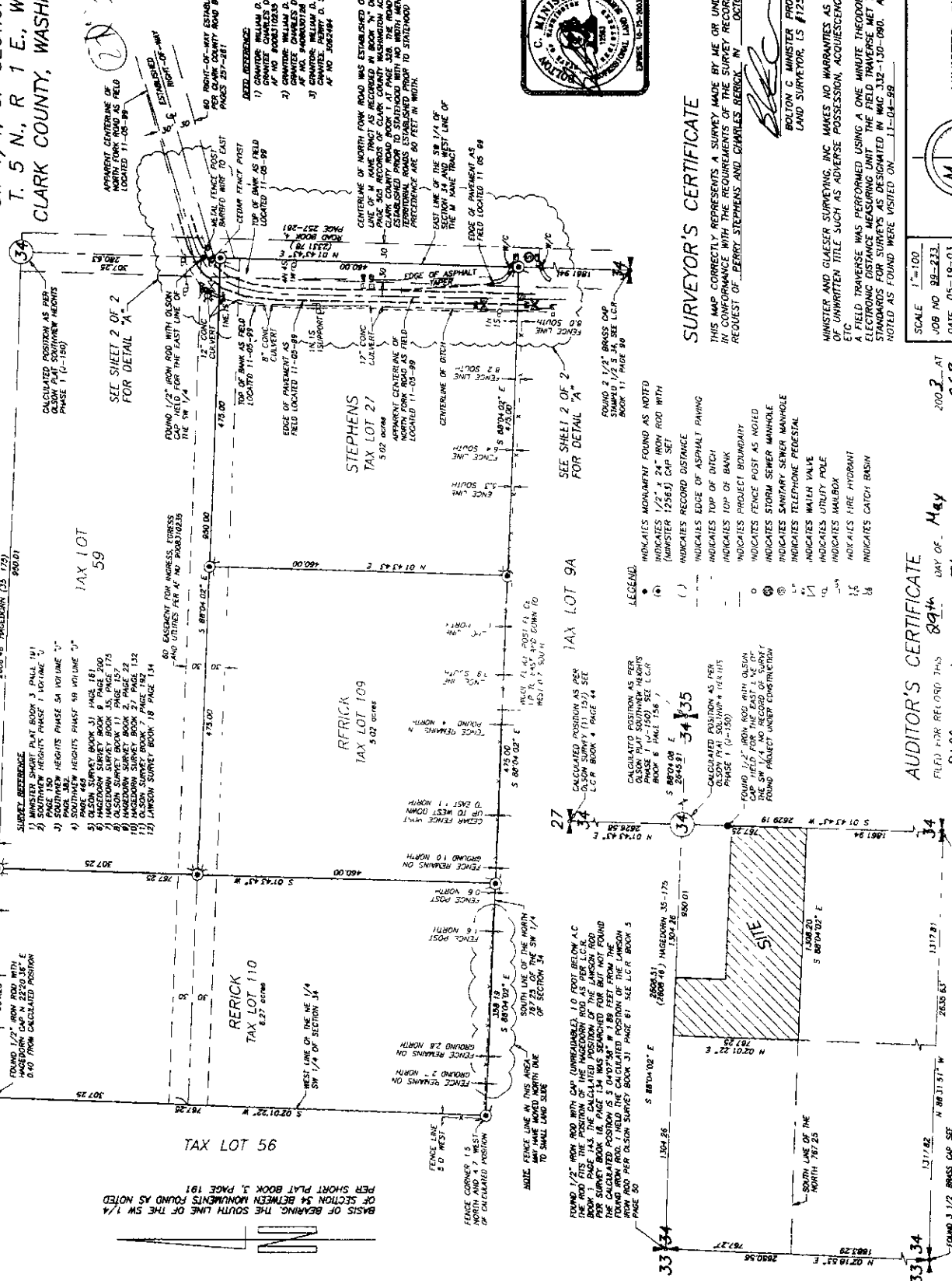
17" CONIC CULVERT LOCATED 11-05-99

GENERATOR OF NORTH FORK ROAD WAS ESTABLISHED ON THE WEST SIDE OF THE ROAD ACCORDING TO CLARK COUNTY WASHINGTON ACCORDING TO CLARK COUNTY ROAD BOOK 1, AT PAGE 328. THE ROAD WAS ESTABLISHED WITH A 60 FEET WIDE RIGHT-OF-WAY WITH NO WIDTH PRECEDENCE ARE 60 FEET IN WIDTH.

EAST LINE OF THE SW 1/4 OF SECTION 34

THE "M" WAVE TRACT

EDGE OF PARKING AS FIELD LOCATED 11-05-99



## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF **BERRY STEPHENS AND CHARLES RERICK** IN **OCTOBER, 1999**

*[Signature]*  
**BOLTON C. MINISTER, PROFESSIONAL LAND SURVEYOR, LS #12583**

MINISTER & GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISITION ESTOPPLE ETC.

A FIELD TRAVERSE WAS PERFORMED USING A ONE MINUTE THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM ACCURACY REQUIREMENTS AS LIMITED BY THE SURVEYING ACT. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-04-99.

MINISTER & GLAESER SURVEYING, INC.  
 2200 E EVERGREEN BLVD  
 VANCOUVER, WA 98661  
 (360) 694-3313

SCALE 1"=100'  
 JOB NO 99-233  
 DATE 05-19-03  
 CALC BY BAO  
 DRAWN BY JML  
 CHECKED BY  
 SHEET 1 OF 2

*[Signature]*  
**Book 51, Page 68**

## AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS **89th** DAY OF **May** 2003 AT **9:00 A.M.** IN BOOK **51** OF SURVEYS AT PAGE **068**

AT THE REQUEST OF MINISTER AND GLAESER SURVEYING, INC.

*[Signature]*  
**DEPUTY COUNTY AUDITOR**

FOUND 1/2" IRON ROD WITH OLSON CAP FIELD FOR THE EAST LINE OF THE SW 1/4 OF SECTION 34

FOUND 1/2" BRASS CAP STAMMED 1/2 S 34 SEE L.C.R. BOOK 11, PAGE 96

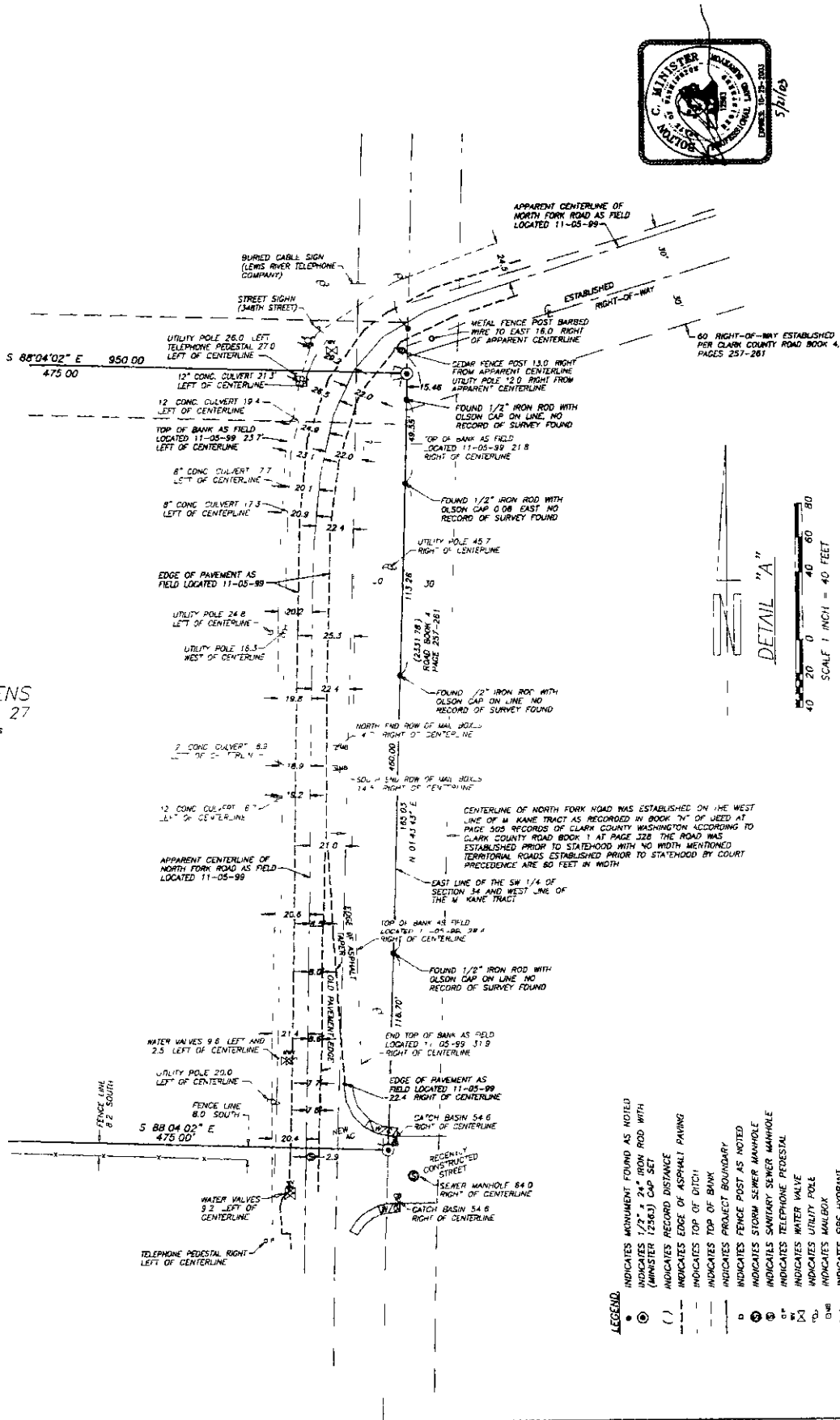
FOUND 3 1/2" BRASS CAP SEE L.C.R. BOOK 9 PAGE 32

SECTION SPLIT NOT TO SCALE

# SURVEY

IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R. 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

STEPHENS  
TAX LOT 27  
5.02 acres



MINISTER-CLAESER  
SURVEYING INC.  
2200 E. EVERGREEN BLVD  
VANCOUVER WA 98661  
(360) 694-3313

SCALE 1"=40'  
JOB NO 89-283  
DATE 05-18-02  
CALC BY DAD  
DRAWN BY JML  
CHECKED BY  
SHEET 2 OF 2

Book 51, Page 68 2 of 2



**Pioneer National Title Insurance Company**  
 WASHINGTON TITLE DIVISION  
 Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

9103050062

REVENUE STAMPS

TO Boyer & Cox, Inc.  
9102 Highway 99  
Vancouver, Washington

FILED IN RECORD  
 CLERK'S OFFICE  
 WASH.

*John Johnson*  
 MAR 5 11 50 AM '91

FORM L88

**Statutory Warranty Deed**

THE GRANTOR MARY STEPHENS, a single woman  
 for and in consideration of TEN DOLLARS (\$10.00) and all other valuable considerations  
 in hand paid, conveys and warrants to WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS,  
 husband and wife,  
 the following described real estate, situated in the County of Clark, State of  
 Washington:

The North 46.5 rods of the Southwest quarter of Section 34, Township  
 5 North, Range 1 East of the Willamette Meridian.  
 EXCEPT the West half thereof;  
 Also EXCEPT the South 460 feet of the East 950 feet thereof;  
 Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and  
 running thence West 247 feet; thence South 38° 29' East 287.6 feet;  
 thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5  
 feet to a point in the County Road; thence North 69° 33' East along  
 said County Road to the East line of the Southwest quarter of said  
 section; and thence North along said East line to the place of  
 beginning. Also EXCEPT that portion lying within ~~the~~ <sup>the</sup> ~~County~~ <sup>County</sup> ~~Road~~ <sup>Road</sup>  
 Fork Road.

Real Estate Excise Tax  
 Ch. 11 Rev. Code 1951  
 EXEMPT

Ch. 11 Rev. Code 1951  
 9200 has been paid  
 93879 Date 9-2-71

Att# 0 Date 3-5-91  
 For [unclear]  
 Att# 8 Date [unclear]  
 For [unclear]

By Louis Klein  
 Deputy

Dated this 27th day of August 1971

Mary Stephens

STATE OF WASHINGTON,  
 County of Clark

On this day personally appeared before me MARY STEPHENS, a single woman. WILLIAM DEAN  
 STEPHENS and BETTY JEAN 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 27th day of August, 1971. ~ ~ ~ 140

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



6210

9008310235

229 50  
3/4/91 8-31-90

WARRANTY DEED

By \_\_\_\_\_ Deputy

THE GRANTORS, WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, for and in consideration of the sum of Fifteen Thousand and NO/100 Dollars (\$15,000.00) and other good and valuable consideration in hand paid, convey and warrant to CHARLES D. RERICK and MARY SUE RERICK, husband and wife, the following-described real property, situate in the County of Clark, State of Washington:

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.  
EXCEPT the West half thereof.  
ALSO EXCEPT the East 950 feet thereof.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

ALSO SUBJECT TO a 20 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across that portion of the West 20 feet of the above described tract lying North of the 60 foot wide easement described above.

549

Grantors herein reserve, for themselves and their successors and assigns, participation in the above non-exclusive easements for the benefit of Grantor's property in said Section 34.

SUBJECT TO easements of record.

DATED this 25<sup>th</sup> day of August, 1990.

William D. Stephens  
WILLIAM D. STEPHENS

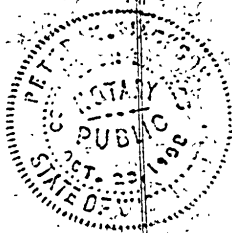
Betty J. Stephens  
BETTY J. STEPHENS

STATE OF WASHINGTON )  
                                  : ss.  
COUNTY OF CLARK     )

I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 25 day of August, 1990.

John R. Jackson  
NOTARY PUBLIC in and for the State  
of Washington; my appt. expires:  
10-23-93



FILED FOR RECORD  
CLARK CO. WASH.  
Elizabeth A. Luce  
Aug 31 1 21 PM '90

AUDITOR  
ELIZABETH A. LUCE  
WARRANTY DEED  
PAGE 2 OF 2

550

JACKSON, JACKSON & KURTZ, INC. P.S.  
ATTORNEYS AT LAW  
P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

G 583556

REAL ESTATE CONTRACT

794455

THIS CONTRACT, made and entered into this 23 day of August, 1971

between MARY STEPHENS, a single woman.

hereinafter called the "seller," and WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, 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:

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian. EXCEPT the West half thereof; Also EXCEPT the South 460 feet of the East 950 feet thereof; Also EXCEPT that portion described as follows;

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38' 29" East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said section; and thence North along said East line to the place of beginning. Also EXCEPT that portion lying within LaCenter-North Fork Rd.

The terms and conditions of this contract are as follows: The purchase price is Seven Thousand, two hundred Dollars and no/100-----(\$ 7,200.00 ) Dollars, of which (\$ NONE ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Fifty Dollars and no/100-----(\$ 50.00 ) Dollars, or more at purchaser's option, on or before the 1st day of September, 19 71, and Fifty Dollars 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 5% per cent per annum from the 1st day of September, 19 71, 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 Rt. 2, Box 6 LaCenter, Washington 98729 or at such other place as the seller may direct in writing.

Real Estate Excise Tax Ch. 11 Rev. Laws 1951

\$72.00 has been paid Rcpt. # 43879 Date 9-2-71

Sec. 61, see Wd. No. June S. Sparks Clark County Treasurer By Law Alleen

Deputy

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 Transamerica 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.



(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:

(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.

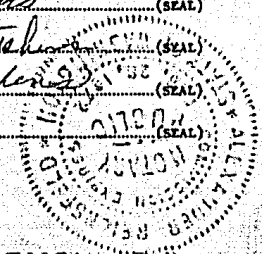
Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(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.

Mary Stephens (SEAL)  
William Dean Stephens (SEAL)  
Betty Jean Stephens (SEAL)

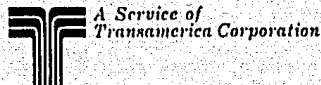


STATE OF WASHINGTON, }  
County of Clark } ss.

On this day personally appeared before me MARY STEPHENS, a single woman, WILLIAM DEAN STEPHENS and BETTY JEAN STEPHENS, husband and wife, to me known to be the individual 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 27th day of August 1971  
Alexander Reichbold  
Notary Public in and for the State of Washington,  
residing at Vancouver

# Transamerica Title Insurance Co



Filed for Record at Request of

Name: Bayne & Co, Inc  
Address: 9102 Highway 99  
City and State: Vancouver WA 98665

THIS SPACE RESERVED FOR RECORDER'S USE.  
FILED FOR RECORD  
WASH. STATE  
Bayne & Co  
SEP 2 3 12 PM '71  
AUDITOR DON BONKER

FORM 88

Bk. 464, Pg. 332

WARRANTY DEED G22677  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantors W.E. Stephens and Janet E. Stephens, husband and wife  
of the city of \_\_\_\_\_, county of Clark \_\_\_\_\_  
state of Washington, for and in consideration of

Ten and no/100 \_\_\_\_\_ (\$10.00) dollars,  
in hand paid, convey and warrant to Mary Stephens, a single woman

the following described real estate, situate in the county of Clark \_\_\_\_\_  
state of Washington:

Beginning at the Northeast corner of the Southwest Quarter of  
Section Thirty-four (34) in Township Five(5) North of Range One  
(1) East of the Willamette Meridian; running thence West One  
Hundred and Sixty (160) rods to the Northwest corner of said  
Quarter Section; thence South Forty-six and one half (46 1/2) rods;  
thence East One Hundred Sixty (160) rods to the East line of the  
said Quarter Section; thence North Forty-six and one half rods (46 1/2)  
(16 1/2) to the place of beginning;

EXCEPT a triangular tract described as follows:  
Beginning at the Northeast corner of the above described tract  
and running thence West 247 feet, thence South 38° 29' East 227.8  
feet, thence South 27° 15' East 50.9 feet thence South 0° 51' East  
27.5 feet to a point on the County Road; thence North 89° 33' East  
along said County Road, to the East line of the Southwest Quarter  
of said Section and thence North along said East line to the place  
of beginning;

Subject to the right-of-way or easement for power lines granted to  
Northwestern Electric Co, a Washington corporation, recorded in  
Book 201 of Deeds at page 4 Records of Clark County, Washington

subject to a life estate for the Grantors which is hereby reserved

Dated this 23rd day of April 1949

W. E. Stephens (SEAL)

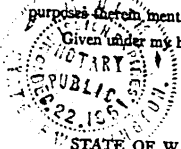
Janet E. Stephens (SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON  
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of April 1949 W.E. Stephens and Janet E. Stephens, husband and wife personally appeared before me since prior to acquiring title to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal the day and year last above written.

W. Hunt  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

STATE OF WASHINGTON  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

Mary Stephens  
804

MAIL TO  
Mary Stephens  
La Center, Wash  
R2

APR 30 1949  
464 333

WARRANTY DEED (STATUTORY FORM)  
FROM \_\_\_\_\_ TO \_\_\_\_\_

# Clark County Property Profile



VANCOUVER  
WASHINGTON



**CHICAGO TITLE Fidelity National Title**

TWO COMPANIES ONE UNITED TEAM

<b>Parcel #</b>	258971000	<b>Owner</b>	Rerick, Mary
<b>Ref Parcel</b>		<b>Owner Address</b>	4311 NE 44th St Vancouver WA 98661
<b>Site Address</b>	WA 98629	<b>Market Total Value</b>	\$193,460.00
<b>Lot Size</b>	5.02 Acres (218,671 SqFt)	<b>Assessed Total Value</b>	\$193,460.00
<b>Building Area</b>		<b>Year Built</b>	
<b>School District</b>	La Center	<b>Sale Date</b>	
<b>Zoning</b>	LDR-7.5 Low Density Residential (Ldr-7.5)	<b>Sale Price</b>	
<b>Bedrooms</b>		<b>Subdivision</b>	
<b>Bathrooms</b>		<b>Land Use / Land Use Std</b>	91 - Undeveloped Land / VMSC - Vacant Misc
<b>Legal</b>	#109 SEC 34 T5N R1EWM 5.02A		

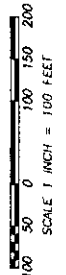


Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

# SURVEY

IN A PORTION OF THE NE 1/4 SW 1/4, OF SECTION 34 T. 5 N., R 1 E., W. M., CLARK COUNTY, WASHINGTON

20-30-5180



- SURVEY REFERENCE**
- 1) MINISTER SHAW PLAT BOOK 3, PAGE 181
  - 2) SOUTHWEST HEIGHTS PHASE 1 VOLUME 1
  - 3) SOUTHWEST HEIGHTS PHASE 2 VOLUME 2
  - 4) SOUTHWEST HEIGHTS PHASE 3 VOLUME 3
  - 5) OLSON SURVEY BOOK 31, PAGE 181
  - 6) MACEDORN SURVEY BOOK 6, PAGE 200
  - 7) MACEDORN SURVEY BOOK 11, PAGE 157
  - 8) MACEDORN SURVEY BOOK 2, PAGE 22
  - 9) MACEDORN SURVEY BOOK 7, PAGE 182
  - 10) MACEDORN SURVEY BOOK 18, PAGE 134
  - 11) LAMSON SURVEY BOOK 18, PAGE 134

- ADDED REFERENCES**
- 1) GRANITE CHARLES D. STEPHENS AT NO. PARCEL 10235
  - 2) GRANITE CHARLES D. STEPHENS AT NO. PARCEL 10236
  - 3) GRANITE WILLIAM D. STEPHENS AT NO. PARCEL 10237

APPROXIMATE CENTERLINE OF NORTH FORK ROAD AS FIELD LOCATED 11-05-99

80 FEET-OF-WAY ESTABLISHED FOR CLARK COUNTY ROAD BOOK 4, PAGE 257-261

CEMETERY FENCE FIRST LOCATED 11-05-99

TOP OF BANK AS FIELD LOCATED 11-05-99

8" CONIC CULVERT LOCATED 11-05-99

EDGE OF PARKING AS FIELD LOCATED 11-05-99

14.15' UNBARRICADED

17" CONIC CULVERT LOCATED 11-05-99

CEMETERY OF STEPHENS TAX LOT 27

3.02 ACRES

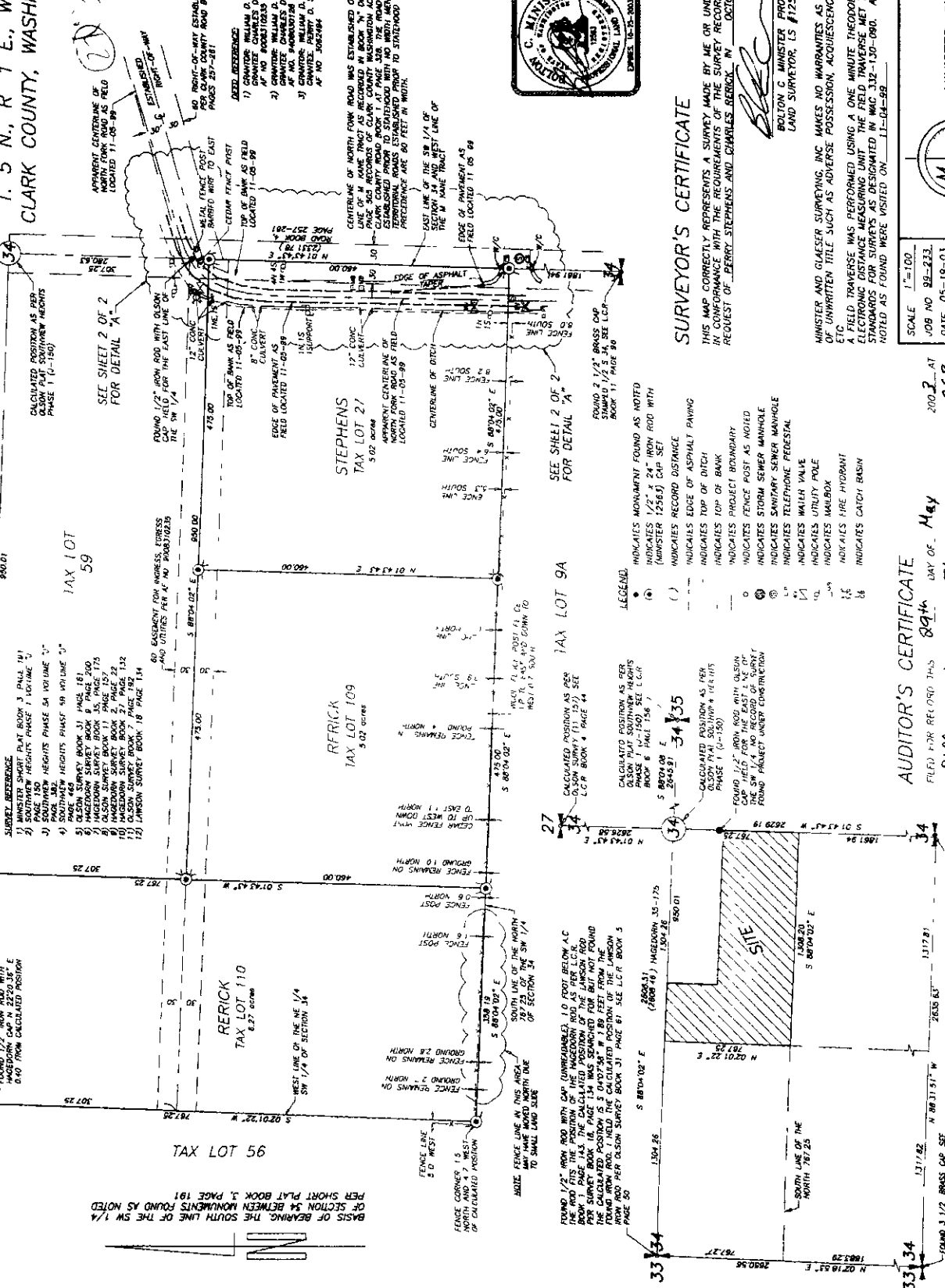
GENERATOR LINE OF NORTH FORK ROAD WAS ESTABLISHED ON THE WEST SIDE OF THE ROAD ACCORDING TO CLARK COUNTY WASHINGTON ACCORDING TO CLARK COUNTY ROAD BOOK 1, AT PAGE 328. THE ROAD WAS ESTABLISHED WITH A 60 FEET RIGHT-OF-WAY WITH NO WIDTH, MENTIONED PRECEDENCE ARE 60 FEET IN WIDTH.

EAST LINE OF THE SW 1/4 OF SECTION 34

THE "M" TRACT

EDGE OF PARKING AS FIELD LOCATED 11-05-99

FOUND 3 1/2" BRASS CAP STAMPED 1/2 S 34, SEE L.C.R. BOOK 11, PAGE 80

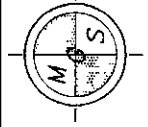


## SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF BERRY STEPHENS AND CHARLES REBERK IN OCTOBER, 1999

*[Signature]*  
 BOLTON C. MINISTER, PROFESSIONAL LAND SURVEYOR, LS #12583

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISITION ESTOPPLE ETC. A FIELD TRAVERSE WAS PERFORMED USING A ONE MINUTE THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM ACCURACY REQUIREMENTS AS LIMITED BY THE SURVEYING ACT. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-05-99.



SCALE 1"=100'  
 JOB NO 99-233  
 DATE 05-19-03  
 CALC BY BAO  
 DRAWN BY JML  
 CHECKED BY  
 SHEET 1 OF 2

Books 51, Page 68 1 of 2

## AUDITOR'S CERTIFICATE

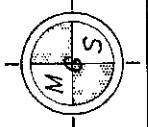
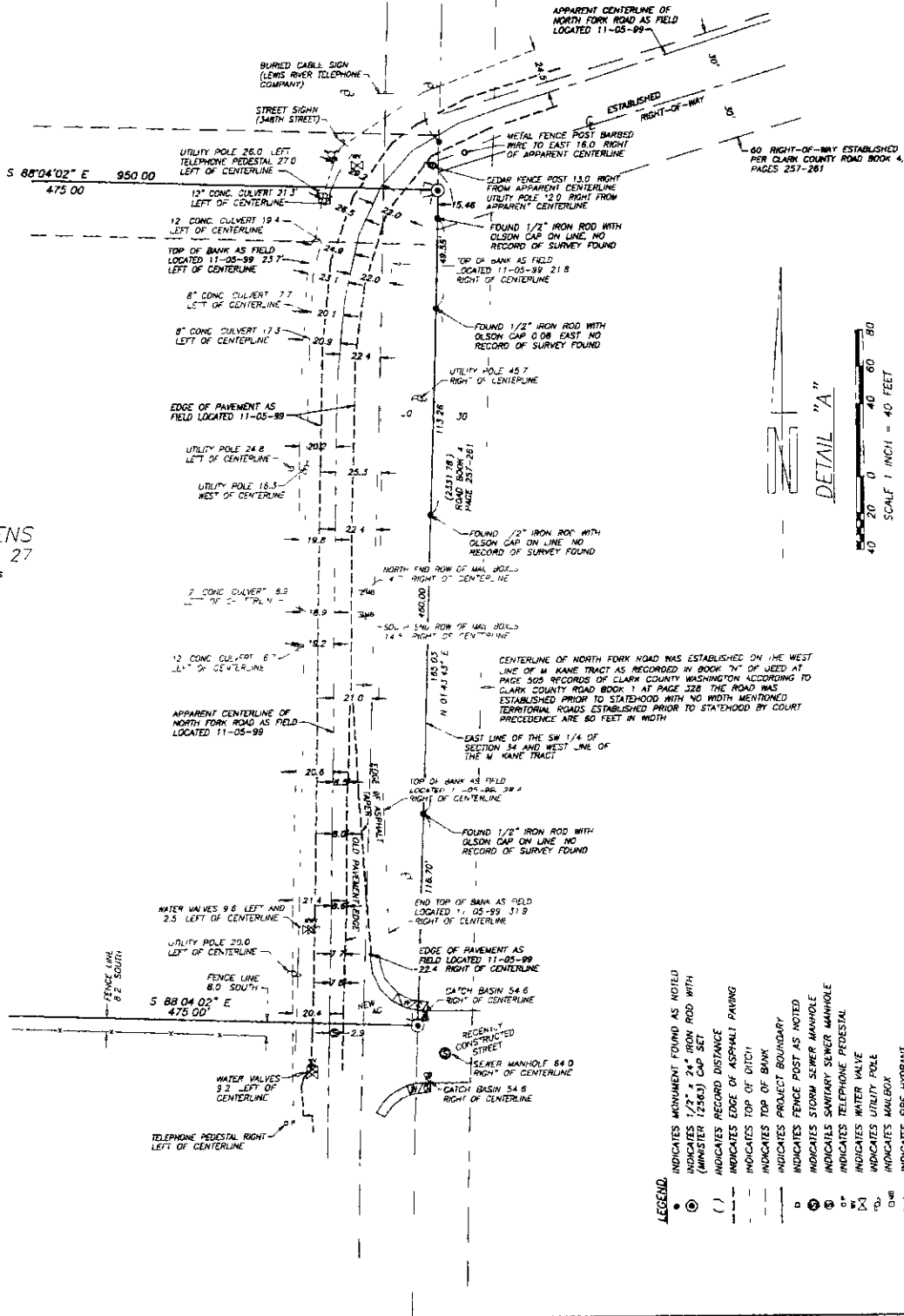
FILED FOR RECORD THIS 89th DAY OF May 2003 AT 9:00 A.M. IN BOOK 51 OF SURVEYS AT PAGE 068 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING, INC.  
*[Signature]*  
 DEPUTY COUNTY AUDITOR

SECTION SPLIT  
 NOT TO SCALE

# SURVEY

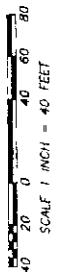
IN A PORTION OF THE NE 1/4  
SW 1/4, OF SECTION 34  
T. 5 N., R. 1 E., W. M.,  
CLARK COUNTY, WASHINGTON

STEPHENS  
TAX LOT 27  
5.02 acres



SCALE 1"=40'  
JOB NO 89-283  
DATE 05-18-02  
CALC BY DAD  
DRAWN BY JML  
CHECKED BY  
SHEET 2 OF 2

DETAIL "A"



- LEGEND:**
- INDICATES MONUMENT FOUND AS NOTED
  - INDICATES MONUMENT FOUND AS NOTED
  - ( ) INDICATES RECORD DISTANCE
  - INDICATES EDGE OF ASPHALT PAVING
  - INDICATES TOP OF BANK
  - INDICATES PROJECT BOUNDARY
  - INDICATES FENCE POST AS NOTED
  - INDICATES STORM SEWER MANHOLE
  - INDICATES SANITARY SEWER MANHOLE
  - INDICATES TELEPHONE PEDestal
  - INDICATES WATER VALVE
  - INDICATES UTILITY POLE
  - INDICATES MAILBOX
  - INDICATES FIRE HYDRANT
  - INDICATES CATCH BASIN

MINISTER AND CLAESER SURVEYING INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, NOR AS TO ADVERSE POSSESSION ACCIDENTS, ESTOPPLE, ETC. FIELD TRAVERSE WAS PERFORMED USING A LINE ANGLE, THEODOLITE AND AN ELECTRONIC DISTANCE MEASURING UNIT. THE FIELD TRAVERSE MET THE MINIMUM STANDARD FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 11-04-88.

Book 51, Page 68 2 of 2



3218725

Page: 1 of 3  
05/15/2000 01:32P  
Clark County, WA

RETURN ADDRESS

Dean Stephens  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affid. # 0 Date 5-15-00

For Details of tax paid see

Affid. # 130313

Doug Lasher

Clark County Treasurer

By [Signature]

Deputy

Please Print neatly or Type information

DOCUMENT TITLE(S)

Warranty Fulfillment Deed  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

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

GRANTOR(S)

Mary Stephens  
\_\_\_\_\_  
\_\_\_\_\_

Additional Grantors on page # \_\_\_\_\_

GRANTEE(S)

William Dean Stephens  
Betty Jean Stephens  
\_\_\_\_\_  
\_\_\_\_\_

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

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

SW 1/4 of Sect. 34, T2N, R1E, W1M  
\_\_\_\_\_

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

258961-000  
\_\_\_\_\_

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.



SECURITY TITLE INSURANCE COMPANY  
OF WASHINGTON  
1109 SECOND AVENUE • SEATTLE, WASHINGTON 98101 • MAIN 3-0870

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

3218725  
Page: 2 of 3  
05/15/2000 01:32P  
10.00 Clark County, WA

DEAN STEPHENS      D      10.00

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

## Warranty Fulfillment Deed

THE GRANTOR MARY STEPHENS, a single woman

for and in consideration of Ten Dollars and Other Considerations

in hand paid, conveys and warrants to William Dean Stephens and Betty Jean Stephens, Husband and Wife, State of Washington, the following described real estate, situated in the county of Clark

The following described real property situated in the County of Clark, State of Washington, to-wit:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within LaCenter-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line of the place of beginning.

Reserving unto the Seller a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.





This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated May 30, 1975, 1975, 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.

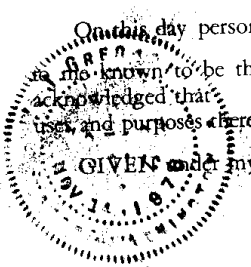
Dated this 28<sup>th</sup> day of July, 1975.

Mary Stephens (SEAL)

\_\_\_\_\_ (SEAL)

STATE OF WASHINGTON,  
County of Cowlitz ss.

On this day personally appeared before me Mary Stephens 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 use and purposes therein mentioned.



GIVEN under my hand and official seal this 28<sup>th</sup>

day of July, 1975.

M. J. Gregorius  
Notary Public in and for the State of Washington,  
residing at Woodland

9408030128

*g*

WARRANTY DEED

THE GRANTORS, WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, convey and warrant to CHARLES D. RERICK and MARY SUE RERICK, husband and wife, the following-described real property, situate in the County of Clark, State of Washington:

The West half of the South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

DATED this 10<sup>th</sup> day of September, 1990.

*William D. Stephens*  
\_\_\_\_\_  
WILLIAM D. STEPHENS

*Betty J. Stephens*  
\_\_\_\_\_  
BETTY J. STEPHENS

*Proc. Excise Receipt # 316 412*  
WARRANTY DEED  
PAGE 1 OF 2

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JACKSON, JACKSON & KURTZ, INC., P.S.  
ATTORNEYS AT LAW  
P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

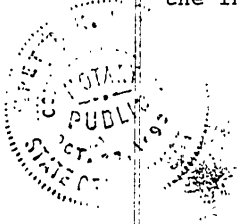
AUGUST 3, 1994

STATE OF WASHINGTON )  
   ) ss.  
COUNTY OF CLARK                                    )

I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 16 day of September, 1990.

*John J. Kurtz*  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington; my appt. expires:  
\_\_\_\_\_



*John J. Kurtz*  
AUG 3 1 17 PM '94

ELIZABETH LUCE

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WARRANTY DEED  
PAGE 2 OF 2

JACKSON, JACKSON & KURTZ, INC., P.S.  
ATTORNEYS AT LAW  
P. O. BOX 95  
BATTLE GROUND, WASHINGTON 98504  
(206) 687-7106

AUGUST 3, 1994

9010260021

REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 10<sup>th</sup> day of September, 1990, by and between WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, hereinafter designated as "Sellers," and CHARLES D. RERICK, SR. and MARY SUE RERICK, husband and wife, hereinafter designated as "Purchasers,"

W I T N E S S E T H :

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase of the Sellers, the real estate hereinafter described.

1. DESCRIPTION OF REAL ESTATE: The land herein conveyed is situate in the County of Clark, State of Washington, and described as follows:

The West half of the South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO, a 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34;

Thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

2. PRICE AND PAYMENT: The purchase price of the said-described premises is the sum of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) of which the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) has been paid, receipt of which is hereby acknowledged, leaving a balance of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$17,500.00), which sum shall be paid in minimum monthly installments of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) each, including interest at the rate of ten per cent (10%) per annum upon all deferred balances. Sellers

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REAL ESTATE CONTRACT  
PAGE 1

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P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$ 382.50 has been paid

Receipt # 316412 Date 10-26-90

Sec. 61, see Afd. No.

County Treasurer  
Clark County Treasurer

By Deputy

acknowledge receipt of the first and second installments. The third installment shall be due on the 10<sup>th</sup> day of September, 1990, and purchasers shall continue to pay monthly installments thereafter on the 10<sup>th</sup> day of each and every month until the full amount of the said purchase price and interest thereon shall have been paid. Interest shall commence to run from the 10<sup>th</sup> day of September, 1990. The above payments are to be applied first upon the interest and the balance upon the principal. Interest may not be paid in advance.

Purchasers agree to pay a late charge in the amount of \$25.00 for each payment that is not paid within ten (10) days after its due date.

It is expressly provided that Purchasers have the privilege of paying larger installments upon the purchase price upon any installment date, or of paying the full amount of the unpaid balance of the purchase price at any time.

**3. OTHER ENCUMBRANCES AGAINST THE PROPERTY:** The property is subject to encumbrances including the following listed easements, restrictions and reservations:

Easements to Clark County Public Utility District No. 1 recorded under Clark County Auditor's File Nos. 7905310177 and \_\_\_\_\_.

Road Maintenance Agreement recorded under Auditor's File No. \_\_\_\_\_.

**4. TAXES:** It is understood that Purchasers assume and agree to pay before delinquency, all taxes and assessments that may as between Sellers and Purchasers hereinafter become a lien upon said premises and property; that as to 1990 taxes, the same have been pro-rated as of the date of this agreement.

Purchasers agree to pay when due any utility charges which may become liens superior to Sellers' interest under this contract. Sellers agree to pay any real estate taxes, interest and penalties assessed against the property for the period of time before the date of this contract, which may result from the Clark County Assessor's removal of the subject property from classification as "farm and agricultural land", should the Assessor deny a continuance of such classification as the result of this contract.

**5. FIRE INSURANCE:** Purchasers agree to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Sellers, or

REAL ESTATE CONTRACT  
PAGE 2

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(206) 687-7106

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the full insurable value, whichever is lower. All policies shall be held by Sellers, and be in such companies as Sellers may approve, and have loss payable first to Sellers as their interest may appear, and then to Purchasers. Purchasers may, within thirty days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration, or if Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder, in such order as the Sellers shall determine. In the event of forfeiture, all rights of Purchasers in insurance policies then in force shall pass to Sellers.

**6. NONPAYMENT OF TAXES, INSURANCE AND UTILITIES**  
**CONSTITUTING LIENS:** If Purchasers fail to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Sellers' interest under this contract, Sellers may pay such items and Purchasers shall forthwith pay Sellers the amount thereof, plus a late charge of five (5) per cent of the amount thereof, plus any costs and attorney's fees incurred in connection with such payment. Failure to pay said taxes or assessments, insurance premiums, or utility charges shall constitute a default under this contract, giving Sellers the rights and remedies provided for default.

**7. RISK OF LOSS:** Purchasers shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchasers from any of Purchasers' obligations pursuant to this contract.

**8. AGRICULTURAL USE:** If this property is to be used principally for agricultural purposes, Purchasers agree to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchasers consent to Sellers' entry upon the premises to take any reasonable action to conserve soil, crops, trees and livestock.

**9. CONDEMNATION:** Sellers and Purchasers may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchasers may within thirty days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchasers deposit in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Sellers may

direct.

10. **POSSESSION:** The Purchasers shall have the right to the possession of said property on the 10<sup>th</sup> day of September, 1990; provided, however, that said Purchasers shall, upon default hereunder and upon demand of the Sellers, surrender to the Sellers peaceable possession of said premises.

11. **WASTE:** It is agreed that Purchasers shall not commit or suffer to be committed, any waste upon the property herein sold, and Purchasers agree to maintain said premises in as good condition as the same are now, less reasonable wear and tear during the term of this contract.

No trees shall be cut with the exception of such trees as may be necessary to construct a dwelling house or for clearing purposes unless Purchasers first obtain the consent of the Sellers to such cutting of trees.

Purchasers hereby agree to use said premises in such manner as will allow no accumulation of garbage, refuse, old car bodies, tin cans and the like, that may create an unsightly condition on the property.

It is understood and agreed that any new buildings or improvements placed upon the real property above described shall become a part of such real property, and Purchasers agree that they will not allow any liens to accumulate or to be filed against said property, and that any such liens shall be considered to be a breach of the terms of this contract; provided Purchasers shall have a reasonable time to pay or dispose of any lien so filed.

12. **DEED AND WAIVER OF TITLE INSURANCE:** It is understood between the parties that the title to the real property hereinbefore described shall remain in the Sellers until the purchase price together with interest thereon has been paid in full. Upon payment of the purchase price and interest as herein provided, the Sellers shall execute and deliver a good and sufficient Warranty Deed, conveying the premises heretofore described to Purchasers, provided that Sellers shall not warrant against any encumbrances or liens placed against said premises by Purchasers.

It is understood that Purchasers have waived any requirement that Sellers furnish them a title insurance policy showing good and merchantable title to said premises.

13. **INSPECTION:** It is understood that the Purchasers have made full inspection of the real estate and have accepted the same

REAL ESTATE CONTRACT  
PAGE 4

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BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106

as is, and that no promise, agreement or representation respecting the condition thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract.

14. **ESCROW:** It is understood that a copy of this contract may be placed with an escrow or contract collection agent designated by Sellers, together with a Warranty Deed conveying said premises from Sellers to Purchasers; this clause shall be deemed as instructions to such escrow or contract collection agent as Sellers wish to designate to receive payments from Purchasers on said contract, and to deliver said Warranty Deed upon full payment of the principal balance and interest. In the event Sellers establish such escrow/contract collection, the parties hereto shall equally share in all costs and set up charges therefor.

15. **DEFAULT AND REMEDIES:** Time is of the essence of this contract. If the Purchasers fail to make any payment or perform any obligation hereunder, Sellers shall be entitled to exercise all rights and remedies allowed by law or equity, including the right to elect one or more of the following remedies:

a) To forfeit this contract under the Real Estate Contract Forfeiture Act (Chapter 61.30 R.C.W.), in which event, without limiting any remedies of Sellers as provided by said statute, all right, title, and interest of the Purchasers and parties claiming an interest in the real property subject to this contract shall be cancelled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Sellers shall be entitled to possession of the real property, which right shall be enforced under the provisions of R.C.W. Chapter 59.12.

b) To declare all amounts payable under this contract immediately due and payable, and institute suit to collect such amounts, together with reasonable attorney's fees; provided, if within thirty days after commencement of such action, Purchasers cure the default(s) and pay to Sellers Sellers' actual attorney's fees incurred and other taxable costs of suit, this contract shall be reinstated.

c) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

d) To commence an action for specific performance of Purchasers' obligations under this contract (including redress by either a mandatory or prohibitive injunction).

e) If Purchasers are in default under this contract and abandon the real property subject hereto, pending the exercise of other rights or remedies as provided for herein, Sellers may take immediate possession of the real property for the purpose of preserving or otherwise protecting the property from loss, damage, or waste.

REAL ESTATE CONTRACT  
PAGE 5

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ATTORNEYS AT LAW  
P. O. BOX 96  
BATTLE GROUND, WASHINGTON 98604  
(206) 687-7106



f) In the event Purchasers shall fail to pay any taxes or to insure the premises as above provided, Sellers may make such payments or procure such insurance and the amounts so paid shall become payable forthwith and shall bear interest at the rate of twelve (12) per cent per annum until paid, without prejudice to the other rights that Sellers might have by reason of such failure; and further, Sellers may, if they so elect, add the costs of such taxes and insurance paid to the contract balance, with interest to be at twelve (12) per cent per annum.

16. **RECEIVER:** If Sellers have instituted any proceedings specified in Paragraph 15, and Purchasers are receiving rental or other income from the property, Purchasers agree that the appointment of a receiver for the property is necessary to protect Sellers' interest and to collect such rental and other income on Sellers' behalf.

17. **PURCHASERS' REMEDY FOR SELLERS' DEFAULT:** If Sellers fail to observe or perform any term, covenant or condition of this contract, Purchasers may, after thirty days' written notice to Sellers, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

18. **NON-WAIVER:** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

19. **NOTICES:** Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth as follows:

To Sellers:  
WILLIAM D. STEPHENS and  
BETTY J. STEPHENS  
Rt. 2 Box 6B  
La Center, WA. 98629

To Purchasers:  
CHARLES D. RERICK, SR. and  
MARY SUE RERICK  
4311 N.E. 44th Street  
Vancouver, WA. 98661

Either party may change such address for notice by designating the new address to the other party hereto in the manner hereinabove set forth.

20. **ATTORNEY'S FEES-COSTS:** In the event of a lawsuit between the parties to this contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs (including title and lien searches), either at trial or on appeal. If either party exercises any nonjudicial right or remedy to enforce such party's

exercises any nonjudicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the nondefaulting party's reasonable attorney's fees incurred and all reasonable costs, including costs of service of notices and title and lien searches. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this contract.

21. **LEGAL REPRESENTATION:** The parties acknowledge and agree that this agreement has been prepared on behalf of Sellers by the attorney for Sellers. Purchasers acknowledge having been advised to seek the advice of independent counsel in regards to the closing of this transaction. Their execution of this agreement and the closing of this transaction shall be deemed Purchasers' acknowledgment that they have either sought independent advice of counsel or waive their right to do so.

22. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the legal representatives, assigns, and successors of the parties, subject to any restrictions herein against assignment.


23. **ASSIGNMENT:** It is agreed that neither this contract nor any interests therein nor the possession of said property may be assigned or transferred by the Purchasers, nor shall Purchasers make or enter into any contract for the sale of said premises or their interests therein without written consent of the Sellers herein attached, provided consent shall not be withheld for an assignee of good credit.

IN WITNESS WHEREOF, the parties hereto set their hands the day and year first above mentioned.

  
WILLIAM D. STEPHENS, Seller

  
BETTY J. STEPHENS, Seller

  
CHARLES D. RERICK, SR., Purchaser

  
MARY SUE RERICK, Purchaser

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FILED IN COUNTY CLERK WASH  
*Mark R. Jackson*  
OCT 26 10 21 AM '90

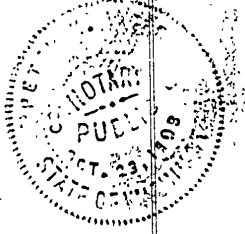
ACTION  
ELIZABETH A. LUCE

STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that WILLIAM D. STEPHENS and BETTY J. STEPHENS, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of September, 1990.

*Mark R. Jackson*  
NOTARY PUBLIC in and for the State of Washington; my appt. expires: 10-23-93

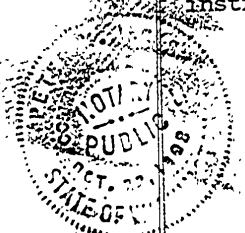


STATE OF WASHINGTON )  
: ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that CHARLES D. RERICK, SR. and MARY SUE RERICK, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of September, 1990.

*Mark R. Jackson*  
NOTARY PUBLIC in and for the State of Washington; my appt. expires: 10-23-93



REAL ESTATE CONTRACT

G 691289

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

\$100.00 has been paid  
Recpt. # 13033 Date 6/4/75

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_

959771

Sec. 61, 1957 Act \_\_\_\_\_

between MARY STEPHENS, a single woman,

By *Gail Abrams*

hereinafter called the "seller," and WILLIAM DEAN STEPHENS, AND BETTY JEAN STEPHENS, 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:

The following described real property situated in the County of Clark, State of Washington, to-wit:

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

The South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion lying within La Center-North Fork Road.

ALSO EXCEPT any portion of the above described tract lying within the following described property:

Beginning at the Northeast corner of the above described tract and running thence West 247 feet; thence South 38° 29' East 287.6 feet; thence South 27° 49' East 50.9 feet; thence South 0° 51' West 27.5 feet to a point in the County Road; thence North 69° 33' East along said County Road to the East line of the Southwest quarter of said Section; and thence North along said East line to the place of beginning.

Reserving unto the ~~seller~~ <sup>SELLER</sup> a life estate upon the following described property:

Beginning at the Southeast corner of the above described property; thence North along the East line thereof 200 feet to the true point of beginning; thence continuing North along said East line 150 feet; thence West parallel with the South line of the above described property 290.4 feet; thence South parallel with the East line of the above described property 150 feet; thence East parallel with the South line of the above described property 290.4 feet to the true point of beginning.

959775

The terms and conditions of this contract are as follows: The purchase price is TEN THOUSAND DOLLARS

( \$ 10,000.00 ) Dollars, of which

( \$ NONE ) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

FIFTY DOLLARS ( \$ 50.00 ) Dollars,  
or more at purchaser's option, on or before the 1st day of July, 1975.  
and FIFTY DOLLARS ( \$ ) 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 6 % per cent per annum from the 1st day of June, 1975,  
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 Rt. 2, Box 6, La Center, Washington 98629  
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be June 1, 1975

(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 Transamerica 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.

(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:

(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 foreclosure 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.

Mary Stephens (SEAL)  
William Dean Stephens (SEAL)  
Betty Jean Stephens (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me

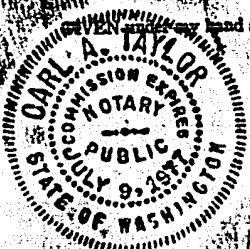
to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as THEIR free and voluntary act and deed, for the uses and purposes

and official seal this 30<sup>th</sup>

day of May 1975

Carl A. Taylor  
Notary Public in and for the State of Washington,

residing at Vancouver,



# Transamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of MAIL TO:

Name: Wm Dean Stephens

Address: 1203 NE 45th St

City and State: Vancouver WA 98663

THIS SPACE PROVIDED FOR RECORDER'S USE:  
  
FILED FOR RECORD  
CLARK CO. WASH  
  
TRANSAMERICA TITLE INS CO  
JUN 4 9 14 AM '75  
  
AUDITOR  
RON DOTZAUER H10

FORM 88

Bk. 464, Pg. 332

WARRANTY DEED G22677  
STATUTORY FORM  
FOR USE IN THE STATE OF WASHINGTON ONLY

The grantors W.E. Stephens and Janet E. Stephens, husband and wife  
of the city of \_\_\_\_\_, county of Clark \_\_\_\_\_  
state of Washington, for and in consideration of

Ten and no/100 \_\_\_\_\_ (\$10.00) dollars,  
in hand paid, convey and warrant to Mary Stephens, a single woman

the following described real estate, situate in the county of Clark \_\_\_\_\_  
state of Washington:

Beginning at the Northeast corner of the Southwest Quarter of  
Section Thirty-four (34) in Township Five(5) North of Range One  
(1) East of the Willamette Meridian; running thence West One  
Hundred and Sixty (160) rods to the Northwest corner of said  
Quarter Section; thence South Forty-six and one half (46 1/2) rods;  
thence East One Hundred Sixty (160) rods to the East line of the  
said Quarter Section; thence North Forty-six and one half rods (46 1/2)  
(16 1/2) to the place of beginning;

EXCEPT a triangular tract described as follows:  
Beginning at the Northeast corner of the above described tract  
and running thence West 247 feet, thence South 38° 29' East 227.8  
feet, thence South 27° 15' East 50.9 feet thence South 0° 51' East  
27.5 feet to a point on the County Road; thence North 89° 33' East  
along said County Road, to the East line of the Southwest Quarter  
of said Section and thence North along said East line to the place  
of beginning;

Subject to the right-of-way or easement for power lines granted to  
Northwestern Electric Co., a Washington corporation, recorded in  
Book 201 of Deeds at page 4 Records of Clark County, Washington

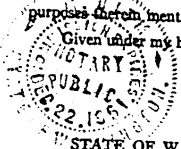
subject to a life estate for the Grantors which is hereby reserved

Dated this 23rd day of April 1949

W. E. Stephens (SEAL)  
Janet E. Stephens (SEAL)  
(SEAL)  
(SEAL)

STATE OF WASHINGTON  
County of Clark } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 26th day of April 1949 W.E. Stephens and Janet E. Stephens, husband and wife personally appeared before me since prior to acquiring title to me known to be the individual<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.



Given under my hand and official seal the day and year last above written.

W. Hunt  
Notary Public in and for the State of Washington,  
residing at La Center, Washington.

STATE OF WASHINGTON  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged 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 said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

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

Mary Stephens  
804

MAIL TO  
Mary Stephens  
La Center, Wash  
R2

APR 30 1949  
464 333

WARRANTY DEED  
(STATUTORY FORM)  
FROM \_\_\_\_\_  
TO \_\_\_\_\_