# 9712160003

9712160003		.tate Excise Iax Plev. Laws 1951 XEMPT	EICAD FOR RECORD
WHEN RECORDED RETURN TO:	Afili.#	22342 Date 12/16/9	TAM Kelyla
Name: Steven Oliva		For mulails of tax paid see	7 020 TO RIT 37314
Address: 4025 Wauna Vista Dr.	Aftd.#	$\simeq$	AUGITOR
City, State, Zip: Vancouver, WA 98661		Dou <b>g Lasher</b>	A MELLOR ELIZABETH AL LUCE
·	By	Clark County Imasurer	
		Denutu	

422342

# (\*\*) Chicago Title Insurance Company

ORDER NO.:
QUIT CLAIM DEED
THE GRANTOR
For and in consideration of Gift no money involved
conveys and quit claims to STEVEN AND JANICE OLIVA, 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:
Attached
Tax Account Number: 211217.000 & 211221.000
Abbreviated Legal: West 1/2 SE 1/4, NE 1/4, Sec 9 T4N R1E
DATED: December , 1997  Times C Ribes  BY:  BY:  Judith Relyea  BY
STATE OF WASHINGTON ) ss.
COUNTY OFClark)
I certify that I know or have satisfactory evidence thatandIndith_Relyesthe person(s) who appeared before me, and said person(s) acknowledged that signed this instrument and acknowledged it to be free and voluntary act for the uses and purposes mentioned in this instrument.
Dated:12//97    Pelotto S. Consulty   Nother Public in and for the State of Washington     Residing at
LPB-12 11/96 THE ABOVE SPACE RESERVED FOR NOTARY SEAL



### HAGEDORN, INC.

1924 Broadway, Suite B · Vancouver, WA 98663 (360) 696-4428 · (503) 283-6778 · FAX (360) 694-8934

December 1, 1997

LEGAL DESCRIPTION FOR JIM RELYEA

#### WEST "20 ACRES":

The West half of the Southeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 60 foot easement for ingress, egress, and utilities, the East, North and West lines of which are described as follows:

BEGINNING at a Clark County concrete monument marking the Northeast corner of Section 9, as shown in Book 33 of Surveys at page 98, Clark County Auditor's Records; thence South 01° 40' 25" West, along the East line of the Northeast guarter of Section 9, for a distance of 1155.00 feet to a 1/2 inch iron pipe at the Southeast corner of the "McCuddy tract" as described under Clark County Auditor's File No. 9708060263; thence North 88° 26' 11" West, 656.58 feet to a 1/2 inch iron rod (Survey 33-98) on the East right-ofway line of a 60 foot easement at the Southwest corner of the "McCuddy tract", and the TRUE POINT OF BEGINNING of the East, North and West lines of the 60 foot easement to be described; thence South 01° 40' 25" West, along the East line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 321.50 feet; thence South 88° 26' 11" East, along the North line of the easement to be described and parallel with the South line of the "McCuddy tract", for a distance of 626.58 feet to a point 30 feet West of the East line of the Northeast quarter of Section 9; thence North 01° 40' 25" East, along the West line of the easement to be described and parallel with the East line of the Northeast guarter of Section 9, for a distance of 161,00 feet to the terminus of said West easement line.

EXCEPT any portion of said easement lying East of the East line of the Northeast quarter of Section 9.

LD-1997\RELYEA-W.dls



# 9712160004

WHEN RECORDED RETURN TO:

Name: \_\_James\_and\_Judith\_Relyea

Address: 31010 NW Spencer Rd.
City, State, Zip: Ridgefield, WA 98642

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

ffd.#	122341 Date 1	2169	7 FILED FOR	ng <b>g</b> ogp
	For details of tax paid see		1701	Killista
ffd.#	<u> </u>		87 DEC 16	册 9: 84
	Doug Lacher		V	

Clark County Treasurer

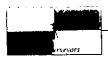
Deputy

APRICATE EUCE

# 422341

# (w) Chicago Title Insurance Company

ORDER NO.: QUIT CLAIM DEED THE GRANTOR Steven and Janice Oliva husband and wife For and in consideration of Gift No money involved 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: Attached Tax Account Number: 211217,000&211221,000 Abbreviated Legal: E1/2 SE1/4, NE 1/4, Sec 9 T4n R1E , 1997 DATED: BY: Janice Oliva STATE OF WASHINGTON ) COUNTY OF Clark I certify that I know or have satisfactory evidence that \_\_Steven\_and\_Janice\_Oliva\_ the person(s) who appeared before me, and said person(s) acknowledged that <u>they</u> signed this instrument and acknowledged it to be <u>their</u> free and voluntary act for the uses and purposes mentioned in this instrument. acknowledged it to be Dated: December REBECCA S. CONERLY **NOTARY PUBLIC** STATE OF WASHINGTON Notary Public in and for the State of Washington.
Residing at Clark County COMMISSION EXPIRES JUNE 25, 2000 My appointment expires: June 68, 3000 LPB-12 11/96 THE ABOVE SPACE RESERVED FOR NOTARY SEAL



### HAGEDORN, INC.

1924 Broadway, Suite B • Vancouver, WA 98663 (360) 696-4428 • (503) 283-6778 • FAX (360) 694-8934

December 1, 1997

LEGAL DESCRIPTION FOR JIM RELYEA

#### EAST "20 ACRES":

The East half of the Southeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 60 foot easement for ingress, egress, and utilities, the East, North and West lines of which are described as follows:

BEGINNING at a Clark County concrete monument marking the Northeast corner of Section 9, as shown in Book 33 of Surveys at page 98, Clark County Auditor's Records; thence South 01 ° 40′ 25″ West, along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a 1/2 inch iron pipe at the Southeast corner of the "McCuddy tract" as described under Clark County Auditor's File No. 9708060263; thence North 88° 26' 11" West, 656.58 feet to a 1/2 inch iron rod (Survey 33-98) on the East right-ofway line of a 60 foot easement at the Southwest corner of the "McCuddy tract", and the TRUE POINT OF BEGINNING of the East, North and West lines of the 60 foot easement to be described; thence South 01° 40' 25" West, along the East line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 321.50 feet; thence South 88° 26' 11" East, along the North line of the easement to be described and parallel with the South line of the "McCuddy tract", for a distance of 626.58 feet to a point 30 feet West of the East line of the Northeast quarter of Section 9; thence North 01° 40' 25" East, along the West line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 161.00 feet to the terminus of said West easement line.

EXCEPT any portion of said easement lying East of the East line of the Northeast quarter of Section 9.

LD-1997\RELYEA-E.dls

TO L SIAIRS 12.2.97

5744031 D

When recorded return to:

Total Pages: 3 Rec Fee: \$105.50

Recorded in Clark County, WA 06/11/2020 02:06 PM

PAMELA JOHNSON

Pamela Johnson PAMELA JO 31008 NW Spercen Pl Zidgefeld, WA 98642

QUIT CLAIM DEED

THE GRANTOR(S)

for and in consideration of

in hand paid, conveys and guit claims to

Esther Johnson Orrevocable Trust

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

, State of Washington

together with all after acquired title of the grantor(s) herein:

31008 NW Spencerld Ridgefield, Wash 98642 # 14 Sec 10 THNRIEWM 13.42 A #30 Sec 10 THNRIEWM 3.35 A

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

Tax Parcel Number(s):

211450000 211463000

LPB 12-05(i)rev 12/2006 Page 1 of 2 Dated: 5/11/2020

STATE OF WASHINGTON COUNTY OF WAKE

SS.

LAURYN HULL Notary Public State of Washington Commission # 204266 My Comm. Expires Dec 5, 2022

I certify that I know or have satisfactory evidence that

Johnson Pamela

(is/are) the person(s) who appeared

before me, and said person(s) acknowledged that 6NU

signed this instrument and acknowledged it to be

free and voluntary act for the uses and purposes mentioned in this instrument...

Dated: MH 11, 2020

Notary hame printed or typed:

Notary Public in and for the State of WASHINATIN

Residing at UKK/L

My appointment expires: 12/5/22

LPB 12-05(i)rev 12/2006 Page 2 of 2 That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyes, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyes tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North 0° 12' 53" East 1426.13 feet to the point of beginning.

Beginning at a point on the West right of way line of County Road No. 29, sold point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southwest corner of said tract; thence North 53° 15° Wast a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said light of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

and the same of th

WHEN RECORDED RETURN TO:

Name: Address: JAMES RELYEA
31012 NW Spencer Road

Ridgefield, WA 98642

4465335 D
RecFee - \$43.00 Pages: 2 - JAMES RELYEA 06/13/2008 04:46

Affd. # Doug Lasher Clark County Treasure;

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

Affd. # Doug Lasher
Clark County Treasure;

By

#### QUIT CLAIM DEED

THE GRANTOR(S), DARREN CONERLY and REBECCA CONERLY, husband and wife for and in consideration of addition to title for co-signing purposes only under WAC# 458-61a-215 in hand paid, conveys and quit claims to JAMES RELYEA and JUDITH RELYEA, husband and wife and DARREN CONERLY and REBECCA CONERLY, 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:

#### SEE ATTACHED EXHIBIT A

Abbreviated Legal: (Required if full legal not inserted above.) of Section 9, Township 4, Range 1, Clark County, Washington

Tax Parcel Number(s): 211458-000

Dated: June 13, 2008

Darren Conerly

Rebecca Conerly

STATE OF Washington

COUNTY OF Clark

SS.

I certify that I know or have satisfactory evidence that Darren Conerly and Rebecca Conerly, husband and wife are the persons who appeared before me, and said person 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: ( line 13,2008

Notary name printed or typed: Notary Public in and for the State of Washington Residing at Victory were

My appointment expires: 12/29/09

#### **EXHIBIT A**

#### Parcel 1

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

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the Point of Beginning.

EXCEPT the West 54 feet of the South 150 feet thereof.

#### Parcel 2

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

The West 54 feet of the South 150 feet of the following described tract:

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the Place of Beginning.

825231 - \$13345.00 - WFG Clark Coun - Kimberly Gray - 07/31/2020

5767337 D

Total Pages: 3 Rec Fee: \$105.50

eRecorded in Clark County, WA 07/31/2020 09:53 AM

WFG CLARK COUNTY-RESWARE SIMPLIFILE LC E-RECORDING

AFTER RECORDING MAIL TO: Tiffany Nelson and Kevin Nelson 903 NW 316th Circle Ridgefield, WA 98642

Filed for Record at Request of: WFG National Title Company of Clark County WA, LLC

Escrow Number: 20-247308

**Statutory Warranty Deed** 

Abbreviated Legal: TAX LOT #91 SECT 10 T4N R1E

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 211525-000

THE GRANTOR George Arkoosh II and Lizabeth Arkoosh, husband and wife, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Tiffany Nelson and Kevin Nelson, wife and husband, the following described real estate, situated in the County of Clark, State of Washington:

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

SUBJECT TO: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

Dated th/

Géorge Arkoosh II

Lizabeth Arkoosh

STATE OF WASHINGTON } County of SS.
I certify that I know or have satisfactory evidence that George Arkoosh II and Lizabeth Arkoosh 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/he/they free and voluntary act for the uses and purposes mentioned in the instrument.
Dated this 30th day of July, 2020
Notary Public in and for the State of WASHINGTON Residing at: WCOWCV My appointment expires: HT W  PUBLIC  PUB

# EXHIBIT "A" LEGAL DESCRIPTION TO STATUTORY WARRANTY DEED

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10; thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a ½ inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING; thence continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a ½ inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a ½ inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the true point of beginning.

TOGETHER WITH An easement for ingress, egress and utilities 60 feet in width, the centerline of which is described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING; thence following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a ½ inch iron rod at the terminus of said easement centerline; thence from said Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a ½ inch iron rod at the terminus of said easement centerline.

SITUATE IN THE COUNTY OF CLARK, STATE OF WASHINGTON.



# SALES HISTORY

Parcel 211450000

31008 NW SPENCER RD, RIDGEFIELD, WA 98642



# SALES HISTORY: PARCEL(S) 211450000

Northwest Pipeline, LLC.

**Boundary Line Adjustment** 

Northwest Natural Gas Company

5946470 - 08/2021

Esther Johnson Irrevocable Trust

Λ

**Esther Johnson Irrevocable Trust** 

Quit Claim Deed

5744031 - 06/2020

Johnson, Pamela

Λ

Johnson, Pamela

**Quit Claim Deed** 

5646986 - 09/2019

Esther Johnson Irrevocable Trust

Λ

Johnson, Esther - Trustee

Quit Claim Deed

Of the Esther Johnson Revocable Trust

4085129 - 11/2005

Johnson, Esther

•

Williams Communications, Inc.

**Grant of Easement** 

3202834 - 03/2000

Johnson, Elmer A.

Johnson, Esther

Λ

# SALES HISTORY: PARCEL(S) 211450000

Johnson, Elmer A.

Statutory Warranty Deed

Johnson, Esther

8909210109 - 09/1989

Adams, Wayne C.

Adams, Violet M.

Λ

Adams, Wayne C.

Quit Claim Deed

Adams, Violet M.

G 705601 - 11/1975

Youngstorm, Gary G.

Ą

Johnson, Elmer A.

**Real Estate Contract** 

Johnson, Esther

G 644693 - 08/1973

Youngstorm, Gary G.

Youngstorm, Carloe J.

Λ

Youngstorm, Gary G.

Real Estate Contract

Youngstorm, Carloe J.

G 515159 - 05/1968

Adams, Wayne C.

Adams, Violet M.

Λ

Adams, Wayne C.

**Statutory Warranty Deed** 

Adams, Violet M.

G 424283 - 06/1965

Fouch, Irven T.

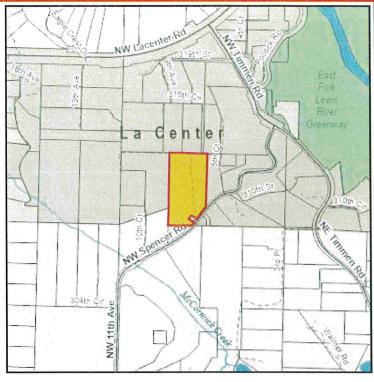
Fouch, Marjorie A.

McCormick Creek

No Mapping Indicators



General Information	
Property Account	211450000
Site Address	31008 NW SPENCER RD, RIDGEFIELD, WA 98642
Legal Desc	#14 SEC 10 T4N R1EWM 13.29A
Owner	ESTER JOHNSON IRREVOCABLE TRUST
Mail Address	31008 NW SPENCER RD RIDGEFIELD WA , 98642
Tax Status	Senior / Disabled Exemption
Property Status	Active
Area (approx.)	578,912 sq. ft. / 13.29 acres
Section-Township- Range	NW 1/4,S10,T4N,R1E
Assessment (2024 Values f	or 2025 Taxes)
Land Value	\$528,298.00
Building Value	\$243,026.00
Total Property Value	\$771,324.00
Total Taxable Value	\$99,584.00
Most Recent Sale	
Sale Date	07/22/2021
Document Type	BLA
Sale Number	5946470
Sale Amount	\$65,000.00
Administrative	
Jurisdiction	La Center
Land Use Planning	
Comprehensive Plan Desig	nation UL
Comprehensive Plan Overla	ay(s) none
Urban Growth Area	La Center
Zoning Designation - <u>Code</u>	<u>s</u> Low Density Residential (LDR-7.5)
Zoning Overlay(s)	Sensitive Utility Corridor Overlay District
Miscellaneous	
Census Tract	403.01
Census Tract Drainage District	403.01 n/a
Drainage District	n/a
Drainage District Neighborhood	n/a n/a
Drainage District Neighborhood Park District	n/a n/a
Drainage District Neighborhood Park District Public Safety	n/a n/a n/a
Drainage District Neighborhood Park District Public Safety Burning Allowed	n/a n/a n/a No
Drainage District Neighborhood Park District Public Safety Burning Allowed EMS Response Area	n/a n/a n/a No AMR Clark-Cowlitz Fire Rescue
Drainage District  Neighborhood  Park District  Public Safety  Burning Allowed  EMS Response Area  Fire District	n/a n/a n/a No AMR Clark-Cowlitz Fire Rescue
Drainage District Neighborhood Park District  Public Safety  Burning Allowed  EMS Response Area  Fire District  Increased Wildfire Danger	n/a n/a n/a No AMR Clark-Cowlitz Fire Rescue Area No
Drainage District Neighborhood Park District Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Police Jurisdiction	n/a n/a n/a No AMR Clark-Cowlitz Fire Rescue Area No
Drainage District  Neighborhood  Park District  Public Safety  Burning Allowed  EMS Response Area  Fire District  Increased Wildfire Danger  Police Jurisdiction  Schools	n/a n/a n/a n/a n/a  No AMR Clark-Cowlitz Fire Rescue Area No La Center Police Dept La Center
Drainage District Neighborhood Park District Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Police Jurisdiction Schools School District Name Elementary School Attenda	n/a n/a n/a n/a n/a  No AMR Clark-Cowlitz Fire Rescue Area No La Center Police Dept  La Center ance La Center
Drainage District Neighborhood Park District  Public Safety  Burning Allowed  EMS Response Area Fire District  Increased Wildfire Danger Police Jurisdiction  Schools  School District Name  Elementary School Attenda	n/a n/a n/a n/a n/a n/a  No AMR Clark-Cowlitz Fire Rescue Area No La Center Police Dept  La Center ance La Center Area La Center



Environmental	Dublic Hoalth
cnvironniemai	Public nealth

Public Health Food Inspector District	District 3
Public Health Food Plan Review Area	District A
Public Health WRAP Inspector District	District 2

# **Wetlands and Soil Types**

Critical Aquifer Recharge Area	Category 2 Recharge Areas
FEMA Map / FIRM Panel	53011C0206E 53015C1010G
Flood Hazard Area	Outside Flood Area
Shoreline Designation	none
Soil Types / Class	Non-Hydric / GeB Non-Hydric / GeD Non-Hydric / GeF Hydric / OdB
Water Resource Inventory Area	Name: LEWIS Sub-Basin: East Fork Lewis
Watershed	East Fork Lewis River

## **Geological Hazards**

Sub Watershed

Wetland Class
Wetland Inventory

Geological Hazard	Areas of Potential Instability Slopes > 15%
Liquefaction	Very Low to Low
NEHRP Class	С
Slope Stability	Severe Erosion Hazard Area

# **Development Moratorium**

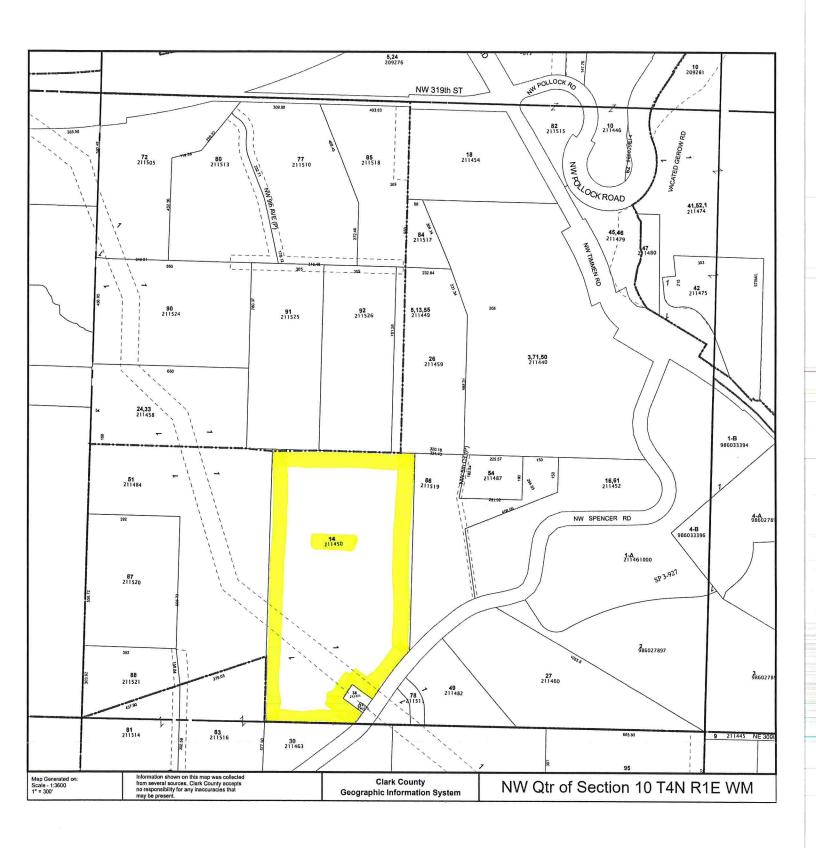
none

### **Cultural Resources**

Archaeological Probability	Moderate-High
,	High

C-TRAN Public Transportation	Yes	Archaeological Site Buffer	Yes
Benefit Area		Historic Site	No Mapping Indicators
Traffic Impact Fee (TIF) District	La Center		
Transportation Analysis Zone	2106	Habitat and Species Resources	
Utilities		Habitat and Species Impacts	Yes
CPU Lighting Utility District	n/a	Riparian Habitat Area:	Seasonal Stream
Last Street Sweeping	n/a		
Sewer District	Rural/Resource		
Waste Collection Provider	n/a		
Water District	Clark Public Utilities		

Disclaimer: Clark County does not warrant the accuracy, reliability or timeliness of any information in his system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. RCW 42,56,070(8) prohibits releasing and/or using lists of individuals gathered from this site for commercial purposes.



848425 - \$1045.00 - Clark County T - Sue McMerrick - 08/06/2021

Return Address: Northwest Pipeline LLC Attn: Land Department-Jean Brady 8907 NE 219<sup>th</sup> Street Battle Ground, WA 98604 5946470 BLA

Total Pages: 20 Rec Fee: \$222.50

eRecorded in Clark County, WA 08/06/2021 11:42 AM

CLARK COUNTY TITLE COMPANY SIMPLIFILE LC E-RECORDING

Document:

Boundary Line Adjustment

Grantor:

Esther Johnson Irrevocable Trust

Grantee(s):

Northwest Pipeline LLC, a Delaware Limited Liability Company &

Northwest Natural Gas Company, an Oregon Corporation

Legal Description:

Southwest quarter of the Northwest quarter of Section 10, Township 4 North,

Range I East of the Willamette Meridian, Clark County, Washington

APN(s):

211450000, 211463000; 211471000, 211470000

# **BOUNDARY LINE ADJUSTMENT**

WHEREAS, Esther Johnson Irrevocable Trust, is the record owner of APN #211450000 and APN#211463000; located in a portion of the Southwest quarter of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described and shown in Exhibit "A" attached hereto; AND

WHEREAS, Northwest Pipeline LLC, a Delaware Limited Liability Company, is the record owner of APN# 211471000 and Northwest Natural Gas Company, an Oregon Corporation, is the record owner of APN#211470000, located in a portion of the Southwest quarter of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, are desirous of changing the location of the common boundaries between said parcels of land to locations described and shown in the attached Exhibits "B", "C" and "D"; AND

WHEREAS, the legal lot status and proposed boundary line adjustment of said parcels have been reviewed and approved, declared exempt from platting regulations and found to be in conformance with zoning standards by City of La Center, Public Works Department, under Boundary Line Adjustment case # 2021-020-BLA.

NOW, THEREFORE, the parties hereto hereby convey and quitclaim to each other such portions of the property described in said Exhibit "A" such that the legal descriptions of the parcels shall be as described in the attached Exhibits "B", "C", and "D".

This Boundary Line Adjustment Declaration is made in compliance with LCMC 18.220.010 In addition, this Boundary Line Adjustment does not create any additional lot, tract, parcel, site, or division.

DATED this 22 day of July, 2021.

ESTHER JOHNSON IRREVOCABLE TRUST

Pamela Johnson, Trustec

NORTHWEST PIPELINE LLC

Jean Brady, Attorney-in-Fact

NORTHWEST NATURAL GAS COMPANY

Steven A. Walti, Risk & Land Manager

## ACKNOWLEDGMENT

STATE OF WASHINGTON	)
COUNTY OF CLARK	)ss. )
personally appeared <u>Pamela Johnson</u> , who ex- she signed the said instrument at her free ar- mentioned.	ecuted the foregoing instrument and acknowledged to me that not voluntary act and deed for the uses and purposes therein reto affixed the day and year in this certificate above written.
Jean Brady Notary Public State of Washington Commission Number 182279 My Commission Expires 12/01/2023	Notary Public in and for the State of Washington  My Commission Expires: 12/1/2023
STATE OF WASHINGTON  COUNTY OF CLARK  On this 16 day of July	JMENT ATTORNEY-IN-FACT  ) )ss. ) _, 2021, Jean Brady personally appeared before me and bein
	Attorney-in-Fact of Northwest Pipeline LLC, and that the and said acknowledged to me that as such Attorney-in-Fact
Notary Public State of Washington JENNIFER TACKETT COMM. # 20100900 MY COMM. EXP. 2023-11-15	Notary Public in and for the State of Washington  My Commission Expires: 11-15 - 2023

### ACKNOWLEDGMENT

STATE OF	washing ton	)
	Clark	)ss )

On this / day of \_\_\_\_\_\_\_, 2021, Steven A. Walti personally appeared before me and being by me duly sworn, did say that he is the Risk & Land Manager of Northwest Natural Gas Company, and that the Agreement was signed on behalf of said Company and said acknowledged to me that as such Risk & Land Manager executed the same.

Jean Brady Notary Public State of Washington Commission Number 182279 My Commission Expires 12/01/2023 Law Brady

Notary Public in and for the State of Washing fon

My Commission Expires: 12/1/2023

#### Exhibit A

Esther Johnson Irrevocable Trust Properties Legal Description (prior to adjustment)

# Tax Lot APN 211450-000 and 211463-000 in its Current configuration prior to adjustment

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follow:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyes, by deed recorded under Auditor's File No. G565784; thence East along the South line of said Relyes tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North South 0° 12' 53" East 1426.13 feet to the point of beginning.

Except the following described property:

Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24° 12' East a distance of 2,990.6 feet from the southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the southeast corner of said tract; thence North 53° 15" West a distance of 29.3 feet to the southwest corner of said tract thence North 32° 57' East a distance of 60.1 feet to the northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No 29 for the northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

Also except any portion lying within the Southwest quarker of Section 10, Township 4 North, Range 1 East, w.M.

#### Exhibit A

Northwest Pipeline LLC Properties Legal Description (prior to adjustment)

Tax Lot APN 211471-000 in its Current configuration prior to adjustment

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

A tract of land lying in the Southwest quarter of the Morthwest quarter of Section 10, Township 4 North, Pange 1 East of the Willamette Meridian, being more particularly described as follows, to-wit:

Beginning at a point in the Westerly right of way line of County Poad No. 29 for the Southeast corner of the herein described tract, said point bears North 24°12' East a distance of 2,990.5 feet from the Southwest corner of said Section 10; thence North 33°26' East along maid right of way line a distance of 9.7 feet to a point; thence North 32°57' East a distance of 30.4 feet to the Northeast corner of said tract; thence North 53°15' West a distance of 30.1 feet to the Northwest corner of said tract; thence South 32°57' West a distance of 40.1 feet to the Southwest corner of said tract; thence South 53°15' East a distance of 30.6 fact to the point of beginning.

#### Exhibit A

Northwest Natural Gas Company Properties Legal Description (prior to adjustment)

Tax Lot APN 211470-000 in its Current configuration prior to adjustment

described real estate, situated in the County of Clerk, State of Washi

A tract of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 10, Township 4 North, Range 1 East, W. M., being more particularly described as follows, to wit:

Beginning at a point in the westerly right of way line of County Road No. 29 for the northeast corner of the herein described tract, said point bears North 24°12' East a distance of 2,990.6 feet from the southwest corner of said Section 10; thence South 34°53' West along said right of way line a distance of 20.0 feet to the southeast corner of said tract; thence North 33°15' West a distance of 29.3 feet to the southwest corner of said tract; thence North 32°57' East a distance of 20.0 feet to the northwest corner of said tract; thence South 53°15' East a distance of 30.0 feet to the point of beginning, and containing 0.014 acres, more or less.



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# EXHIBIT B LEGAL DESCRIPTION FOR BOUNDARY LINE AGREEMENT ADJUSTED ASSESSOR'S PARCEL NO. 211471-000

July 12, 2021

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of that parcel of land conveyed to the Esther Johnson Irrevocable Trust as described under Auditor's File No. 5744031, records of Clark County Washington;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 36.68 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 40.02 feet;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to the centerline of said Northwest Spencer Road;



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THENCE North 33° 30' 13" East, parallel with and 60.00 feet Northerly of said centerline, a distance of 40.02 feet to a point which bears North 54° 45' 00" West, from the TRUE POINT OF BEGINNING;

THENCE South 54° 45' 00" East, a distance of 30.01 feet to the TRUE POINT OF BEGINNING

### ALSO:

A portion of that parcel conveyed to the Esther Johnson Irrevocable Trust as described under Auditor's File No. 5744031, records of Clark County Washington, lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of said Esther Johnson Irrevocable Trust parcel;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South 01° 40′ 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 17.49 feet to the Northeast corner of the El Paso Natural Gas Company parcel as described under Auditor's File No. G-387959, records of said County;

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THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 19.19 feet;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point on the North line of said El Paso Natural Gas Company parcel, said point being 60.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road, said point also being the TRUE POINT OF BEGINNING;

THENCE continuing North 54° 45' 00" West, a distance of 70.03 feet;

THENCE South 33° 30' 13" West, a distance of 69.90 feet:

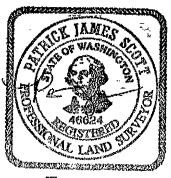
THENCE South 54° 45' 00" East, a distance of 99.59 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 35° 20' 38" East, a distance of 9.87 feet), an arc distance of 9.87 feet;

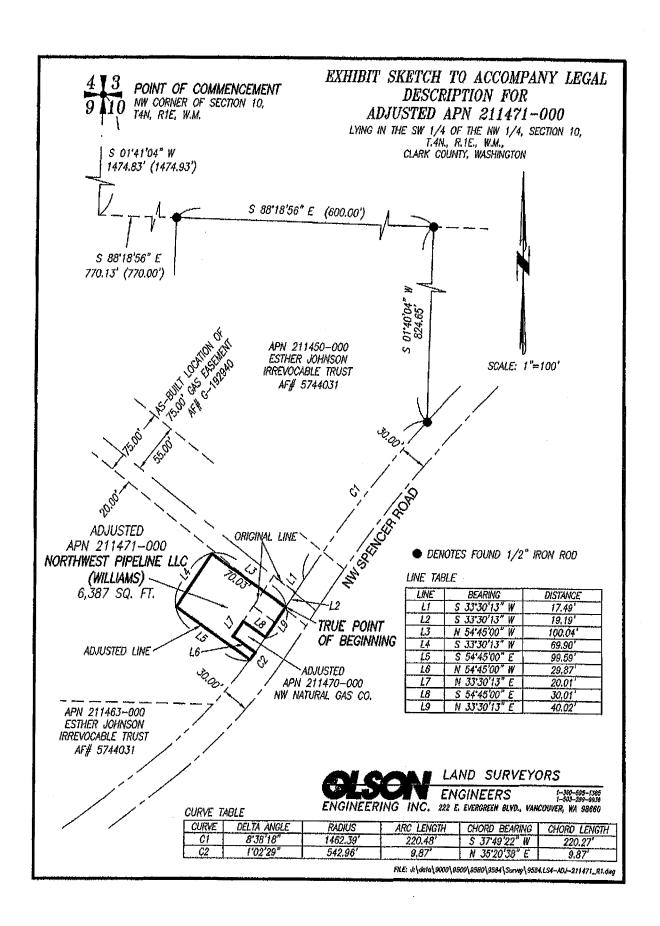
THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 29.87 feet to a point which bears South 33° 30' 13" West from the TRUE POINT OF BEGINNING;

THENCE North 33° 30' 13" East, a distance of 60.03 feet to the TRUE POINT OF BEGINNING

Containing approximately 6,387 square feet.



7-13-204





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### EXHIBIT C LEGAL DESCRIPTION FOR BOUNDARY LINE AGREEMENT ADJUSTED ASSESSOR'S PARCEL NO. 211450-000 & & 211469-000 - &+/

July 12, 2021

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

COMMENCING at a point on the West line of said Section 10, 1474.93 feet South of the Northwest corner thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. G-565784;

THENCE East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the TRUE POINT OF BEGINNING;

THENCE continuing East along said Easterly extension 600.00 feet;

THENCE South 00° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29;

THENCE Southwesterly along said County Road to a point South 00° 12′ 53" West from the point of beginning;

THENCE North 00° 12' 53" East 1426.13 feet to the point of beginning.

# EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of that parcel of land conveyed to the Esther Johnson Irrevocable Trust as described under Auditor's File No. 5744031, records of Clark County Washington;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;



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THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 36.68 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 40.02 feet;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to the centerline of said Northwest Spencer Road;

THENCE North 33° 30' 13" East, parallel with and 60.00 feet Northerly of said centerline, a distance of 40.02 feet to a point which bears North 54° 45' 00" West, from the TRUE POINT OF BEGINNING;

THENCE South 54° 45' 00" East, a distance of 30.01 feet to the TRUE POINT OF BEGINNING

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of that parcel of land conveyed to the Esther Johnson Irrevocable Trust as described under Auditor's File No. 5744031, records of Clark County Washington;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof:



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THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left:

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 36.68 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 40.02 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to the centerline of said Northwest Spencer Road;

THENCE South 33° 30' 13" West, parallel with and 60.00 feet Northerly of said centerline, a distance of 20.01 feet:

THENCE South 54° 45' 00" East, a distance of 29.87 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;

THENCE along said North right of way and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 34° 09' 48" East, a distance of 12.51 feet), an arc distance of 12.51 feet to a point which bears South 33° 30' 13" West, from the TRUE POINT OF BEGINNING;

THENCE continuing along said North right of way line, North 33° 30' 13" East, a distance of 7.50 feet to the TRUE POINT OF BEGINNING

# ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A portion of that parcel conveyed to the Esther Johnson Irrevocable Trust as described under Auditor's File No. 5744031, records of Clark County Washington, lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

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THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of said Esther Johnson Irrevocable Trust parcel;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462,39 foot radius curve to the left:

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 17.49 feet to the Northeast corner of the El Paso Natural Gas Company parcel as described under Auditor's File No. G-387959, records of said County:

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 19.19 feet;

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point on the North line of said El Paso Natural Gas Company parcel, said point being 60.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road, said point also being the TRUE POINT OF BEGINNING;

THENCE continuing North 54° 45' 00" West, a distance of 70.03 feet:

THENCE South 33° 30' 13" West, a distance of 69,90 feet;

THENCE South 54° 45' 00" East, a distance of 99.59 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;



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THENCE along said North right of way line, and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 35° 20' 38" East, a distance of 9.87 feet), an arc distance of 9.87 feet;

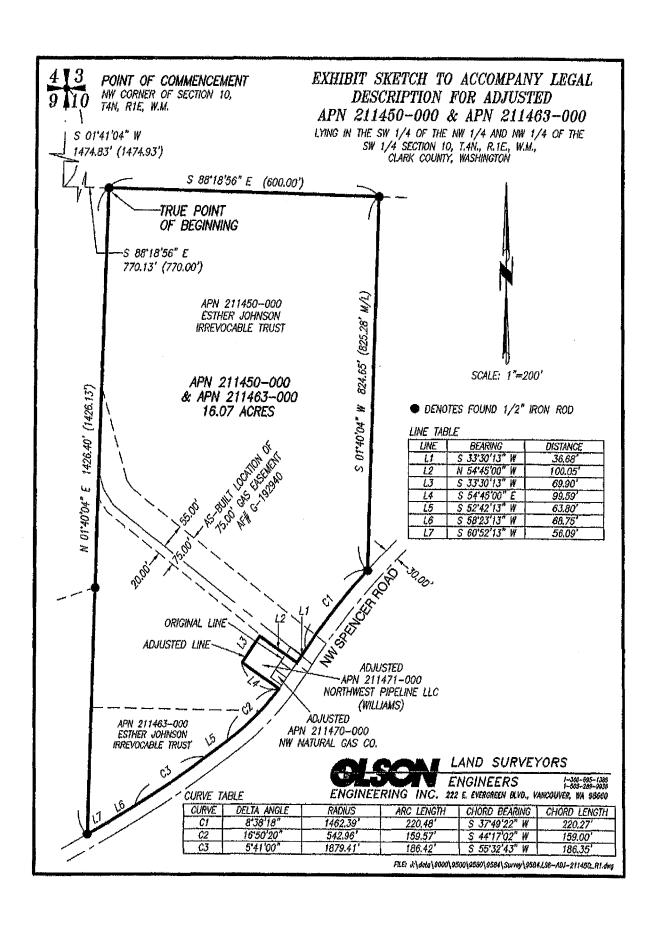
THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 29.87 feet to a point which bears South 33° 30' 13" West from the TRUE POINT OF BEGINNING;

THENCE North 33° 30' 13" East, a distance of 60.03 feet to the TRUE POINT OF BEGINNING.

ALSO EXCEPT any porton lying within the Southwest granter of Section 10, Township 4
North, Range I East W.M. Ast

7-13-2021

Page 16





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#### EXHIBIT D

# LEGAL DESCRIPTION FOR ADJUSTED ASSESSOR'S PARCEL NO. 211470-000

July 12, 2021

A parcel of land lying in a portion of the Southwest quarter of the Northwest quarter, Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County Washington, described as follows:

COMMENCING at a concrete monument in case with cover marking the Northwest corner of said Section 10;

THENCE South 01° 41' 04" West, along the West line of the Northwest quarter of said Section 10, a distance of 1474.83 feet to the Southwest corner of that parcel of land conveyed to John C. Relyea as described under Auditor's File No. G-565784;

THENCE leaving said West line, South 88° 18' 56" East, along the South line of said Relyea parcel and the Easterly extension thereof, a distance of 770.13 feet to the Northwest corner of the Esther Johnson Irrevocable Trust parcel as described under Auditor's File No. 5744031, records of said County;

THENCE continuing South 88° 18' 56" East, along the North line of said Esther Johnson Irrevocable Trust parcel, a distance of 600.00 feet to the Northeast corner thereof;

THENCE South 01° 40' 04" West, along the East line of said Esther Johnson Irrevocable Trust parcel, a distance of 824.65 feet to a point on the North right of way line of NW Spencer Road (AKA County Road No. 29), said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 1462.39 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 1462.39 foot radius curve to the left (the long chord of which bears South 37° 49' 22" West, a distance of 220.27 feet), an arc distance of 220.48 feet;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 17.49 feet to the Northeast corner of the El Paso Natural Gas Company parcel as described under Auditor's File No. G-387959, records of said County;

THENCE continuing along said North right of way line, South 33° 30' 13" West, a distance of 19.19 feet to a point hereinafter referred to as "Point A";



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THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 100.05 feet to a point 130.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

THENCE South 33° 30' 13" West, a distance of 69.90 feet;

THENCE South 54° 45' 00" East, a distance of 99.59 feet to a point on the North right of way line of said NW Spencer Road, said point being 30.00 feet Northerly of, when measured perpendicular to, the centerline of said Road, said point also being on a non-tangent 542.96 foot radius curve to the left;

THENCE along said North right of way line, and along said non-tangent 542.96 foot radius curve to the left (the long chord of which bears North 35° 20' 38" East, a distance of 9.87 feet), an arc distance of 9.87 feet to the TRUE POINT OF BEGINNING;

THENCE continuing along said North right of way line, and along said 542.96 foot radius curve to the left (the long chord of which bears North 34° 09' 48" East, a distance of 12.51 feet), an arc distance of 12.51 feet;

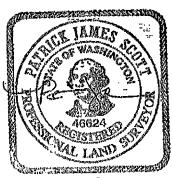
THENCE continuing along said North right of way line, North 33° 30' 13" East, a distance of 7.50 feet to a point which bears South 33° 30' 13" West, a distance of 40.02 feet from aforementioned "Point A";

THENCE leaving said North right of way line, North 54° 45' 00" West, a distance of 30.01 feet to a point 60.00 feet Northerly of, when measured perpendicular to, the centerline of said NW Spencer Road;

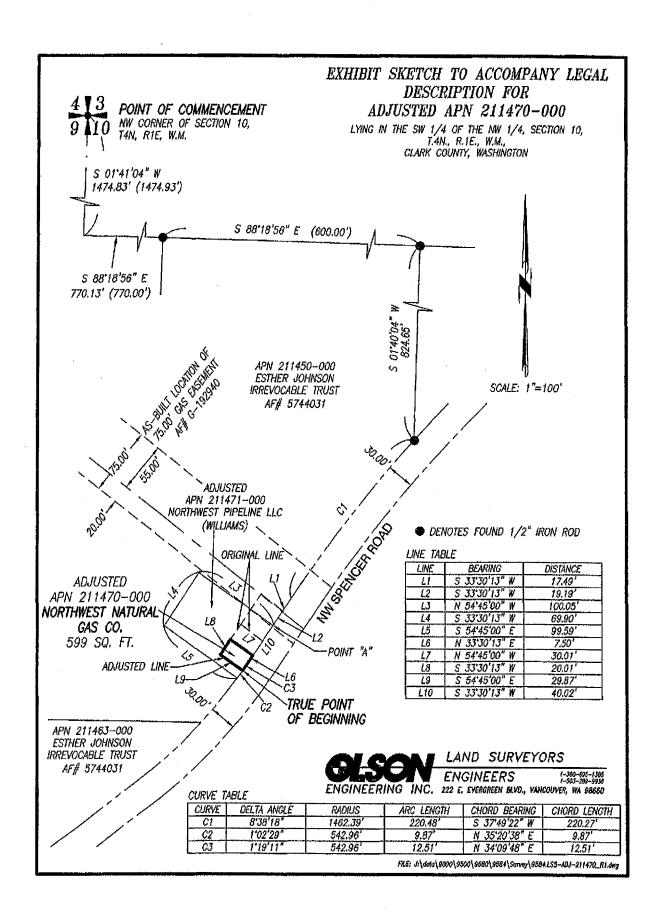
THENCE South 33° 30' 13" West, a distance of 20.01 feet to a point which bears North 54° 45' 00" West from the TRUE POINT OF BEGINNING;

THENCE South 54° 45' 00" East, a distance of 29.87 feet to the TRUE POINT OF BEGINNING

Containing 599 square feet, more or less.



7-13-2021



5744031 D

When recorded return to:

Total Pages: 3 Rec Fee: \$105.50

Recorded in Clark County, WA 06/11/2020 02:06 PM

Pamela Johnson

**QUIT CLAIM DEED** 

THE GRANTOR(S)

for and in consideration of

in hand paid, conveys and quit claims to

Esther Johnson Orrevocable Trust

the following described real estate, situated in the County of U LI K

, State of Washington

together with all after acquired title of the grantor(s) herein:

31008 NW Spencer Rd Ridgefield, Wash 98642

# 14 Sec 10 THNRIEWM 13.42 A #30 SICIO THNRIEWM 3.35 A

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

Tax Parcel Number(s):

211450000 211463000

LPB 12-05(i)rev 12/2006 Page 1 of 2 Dated: 5/11/2020

STATE OF WASHINGTON
COUNTY OF WARK

SS.

LAURYN HULL Notary Public State of Washington Commission # 204266 My Comm. Expires Dec 5, 2022

I certify that I know or have satisfactory evidence that

Pamela Johnson

(is/are) the person(s) who appeared

signed this instrument and acknowledged it to be

free and voluntary act for the uses and purposes mentioned in this instrument..

Dated: MH 11, 2020

Notary hame printed or typed:

Notary Public in and for the State of WASHINATIN

Residing at UNIVEL My appointment expires: 12/5/22

LPB 12-05(i)rev 12/2006 Page 2 of 2 That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyes, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyes tract and the Easterly extension thereof slong said Easterly extension of beginning; thence continuing East West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point O' 12' 53" West from the point of beginning; thence North O' 12' 53" East 1426.13 feet to the point of beginning.

Beginning at a point on the West right of way line of County Road No. 29, soid point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southwest corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 No. 29 for the Northeast corner of said tract; thence along said ight of way line South 32° 57' West a distance of 30.4 feet and South 31° 26' West a distance of 9.7 feet to the point of beginning.

5646986 D

Total Pages: 3 Rec Fee: \$105.50

Recorded in Clark County, WA 09/11/2019 12:09 PM

PAMELA JOHNSON

Excise #: 809241 Excise Amount: 10

When recorded return to:

Pamela Johnson 31008 nw spencer Rd Riggefield, wa 98442

### **QUIT CLAIM DEED**

THE GRANTOR(S)

Esther Johnson Trust

for and in consideration of

in hand paid, conveys and quit claims to

Panela Johnson

the following described real estate, situated in the County of

, State of Washington

together with all after acquired title of the grantor(s) herein:

31008 NW Spercer Rd Bidgefield, va 98642

#14 Sec 10 THN RIEWM 13.42 A #30 Sec 10 THNRIEWM 3.35 A.

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

Tax Parcel Number(s):

#211450000

LPB 12-05(i)rev 12/2006 Page 1 of 2

Dated: 8/26/19 Ramela Juhnson	
STATE OF Washing for SS.  COUNTY OF Class  I certify that I know or have satisfactory evidence that	JACOB C BATTAN Notary Public State of Washington Commission # 151961 My Comm. Expires Jun 26, 2023  Pamela K. Johnson
before me, and said person(s) acknowledged that She her free and voluntary act for the uses  Dated: 08/26/2019	and purposes mentioned in this instrument
Notary nam Notary Pub Residing at	ie printed or typed: Acab C. ballan lic in and for the State of Washington  Vancouver, up 981687  ment expires: June 26, 2023

LPB 12-05(i)rev 12/2006 Page 2 of 2 That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474,93 feat South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyes, by deed recorded under Auditor's File No. 6 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feat to the true point of beginning; thence continuing East along said Easterly extension \$00.00 feat; thence South 0° 12' 53" West 825.28 feat, more or less, to the North line of County Road No. 29; thence South 0° 12' 53" West from the faint of beginning; thence North 0° 12' 53" West from the faint of beginning; thence North 0° 12' 53" Bast 1426.13 feat to the point of beginning.

EXCEPT the following described property: . .: \* \* 1. \* Succession.

Beginning at a point on the Vest right of way line of County Road No. 29, sold point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence south 34° 53' West along said road right of way a distance of 20.0 feet to the Southwest corner of said tract; thence North 53° 15° West a distance of 29,3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road 16 of way line South 32' 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

Salmon Creek Law Offices Trent Kunz, Attorney at Law 1412 NW 134<sup>TH</sup> Street, Suite 130 Vancouver, WA 98685

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

For Details of tax paid see

Affd. #

Doug Lasher
Clark County Treasurer
Publisher
Clark County Treasurer
Publisher
Clark County Treasurer
Deputy

#### QUIT CLAIM DEED

Grantor:

**ESTHER JOHNSON** 

Grantee:

ESTHER JOHNSON, TRUSTEE OF THE ESTHER JOHNSON REVOCABLE

**TRUST** 

Abbreviated Legal Description: 14 SEC 10 T4N R1EWM 13.42A 30 SEC 10 T4N R1EWM Parcel No. 211450-000 2/1463-000 3.5A

Related Auditor Nos.: NA

THE GRANTOR, ESTHER JOHNSON, for and in consideration of love and affection, conveys and quit claims to GRANTEE, ESTHER JOHNSON, Trustee, or her successor(s) in trust under the ESTHER JOHNSON REVOCABLE TRUST dated September 30, 2005 and any amendments thereto, all of her right, title and interest in the following described real estate, situated in the County of Clark, state of Washington, together with all after acquired title of the grantor therein:

together with all after acquired title of t	he grantor therein:
Dated:	Please see Exhibit "A" attached hereto ESTHER JOHNSON
STATE OF WASHINGTON ) -ss COUNTY OF CLARK )	
certify that I know or have satisfactory evident person account to the satisfactory evidence that she signed that and purposes a statisfactory evidence that she signed that and purposes a statisfactory evidence that she signed that she si	dence that ESTHER JOHNSON is the person who appeared before me, and is instrument and acknowledged it to be her free and voluntary act for the uses  Dated: 10-24-05  Notary Public in and for the state of washington  My appointment expires: 6-21-09  Residing at: 4acolt, WA

11/18/2005 11:28A 33.00 Clark County, WA

EXHIBIT "A"

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyes, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North 207 0" 12' 53" East 1426.13 feet to the point of beginning.

Beginning at a point on the West right of way line of County Road No. 29, sold point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34. 53. West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53" 15" Wast a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53" 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said light of way line South 32° 57' West a distance of 30.4 feet and South 32° 26' West a distance of 9.7 feet to the point of beginning.



Recording Requested By And When Recorded Return To:

Williams Communications, Inc. 3773-C Martin Way, Suite 104 Olympia, WA 98506

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

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Tract #: WA-CL-104

#### GRANT OF EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Elmer A. Johnson and Esther Johnson, husband and wife, whose mailing address is 31008 NW Spencer Road Ridgefield, WA 98642, herein called Grantor (whether one or more), hereby bargains, sells and conveys to Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, OK 74121. its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes and any other appurtenances thereto, at any time or times for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through and across the following described land (the "Property") located in the County of Clark, State of Washington, to wit:

Tax Parcel #: 211450-000

#14 SEC 10 T4N R1E WM 13.42A

For complete Legal Description, see EXHIBIT "A" attached hereto, and by this reference made a part hereof.

For Additional Stipulations, see EXHIBIT "B" attached hereto and by this reference made a part hereof



adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, removal or replacement of the communications system(s).

The exact location of this Easement herein conveyed by this instrument, located within the existing boundaries of the Northwest Pipeline easement is more particularly described by Instrument G655188 dated January 31, 1974 and recorded in the records of Clark County, Washington, shall be determined, at the sole discretion of Grantee, by the installation of Grantee's communications system(s) and subject to the Grantee's temporary easement rights described above, the Easement shall extend for five feet on each side of the centerline of the first working communications system installed.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, livestock and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, livestock or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth and brush removed for the Easement by Grantee.

All oil, gas and other minerals are reserved to Grantor, provided that Grantor shall not use, nor permit the use of, a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or the operation of Grantee's facilities. Further, Grantee shall have the right from time-to-time to cut and keep clear obstructions or vegetation that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld).

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.



Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs. Grantor releases and waives all rights, if any, as against Grantee under the community property laws of the State of Washington.

Grantee hereby agrees to hold harmless and indemnify Grantor against any loss, cost, damage, expense and any and all liability for property, personal injury or both, incident to or resulting from the actions or omissions of Grantee, its agents, affiliates, employees, contractors or subcontractors, arising out of or incident to the terms of this Agreement, unless caused by the sole, joint, or concurrent negligence of willful misconduct of Grantor.

This instrument fully sets forth the terms and conditions of the Agreement. There are no prior or contemporaneous oral or other written agreements, between Grantor and Grantee that modify, alter, or amend this Agreement. This instrument may be modified or amended only in writing duly executed and acknowledged by the parties hereto.

Grantee may apportion and assign, lease or transfer this Easement in whole or in part.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever and Grantor hereby binds Grantor, Grantor's heirs, devisees, personal representatives, successors and assigns, to warrant and forever defend all and singular the Easement, temporary easement and the property rights, privileges and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

DATED THE 22 day of February, 2000.

Elmer A. Johnson

Esther Johnson

GRANTOR:

**GRANTOR:** 

Attached to, and hereby made a part of that GRANT OF EASEMENT dated the \_\_\_\_\_\_\_\_, 2000, by and between Elmer A. Johnson and Esther Johnson, husband and wife, (Grantor), and Williams Communications, Inc., (Grantee).

# (Individual Acknowledgment) State of Washington ) ss.

County of Coult-

I certify that I know have satisfactory evidence that <u>Elmer A. Johnson and Esther Johnson</u>, <u>husband and wife</u> are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: the Dated day of February, 2000.

SEAL

Notary Public for Washington

NOTAR BOOK

Printed or Stamped Name of Notary

County of Residence for Notary

WASHINGTON

County of Residence for Notary

Date My Appointment Expires



#### EXHIBIT "A"

Attached to, and hereby made a part of that GRANT OF EASEMENT dated the 22 day of fe brugey, 2000, by and between Elmer A. Johnson and Esther Johnson, husband and wife, (Grantor), and Williams Communications, Inc., (Grantee).

#### DESCRIPTION

Tax Parcel #: 211450-000

#14 SEC 10 T4N R1E WM 13.42A

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence 0°. 12' 53" East 1426.13 feet to the point of beginning.

EXCEPT the following.. described property:

Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

Signed for Identification:

GRANTOK

Elmer A. Johnson

GRANTOR: The State of the State

Attached to, and hereby made a part of that GRANT OF EASEMENT dated the 22 day of <u>Jebruary</u> 2000, by and between <u>Elmer A. Johnson and Esther Johnson, husband and wife</u>, (Grantor), and Williams Communications, Inc., (Grantee).

EXHIBIT "B"

Tax Parcel #: 211450-000

ADDITIONAL STIPULATIONS

1. After installation of the initial communication system, Grantee shall have the right to install additional communications system or conduit in the Easement only upon payment to Grantor of an additional \$\frac{1}{2}\$ for each additional installation. The above payment obligation shall not apply (but the damage payment provisions of this Agreement shall apply):

to repair, replacement, or maintenance of an existing communications system or

installation of a communications system or conduit inside previously installed conduit if such installation does not require excavation

2. Grantee shall restore Grantor's driveway, at it' sole cost, and as nearly as practicable to the same or better condition which existed prior to the commencement of construction

Signed for Identification:

**GRANTORS** 

Elmer A. Johnson

**GRANTOR:** 

Esther Johnson

First American Title INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE.

8909210109

Filed for Record at Request of

Real Estato Excise Tax Ch 11 Rev Laws 1951

EXEMPT

For details of tax cold see

City and State.....

Statutory Warranty Deed

THE GRANTOR

WAYNE C. ADAMS and VIOLET M. ADAMS, husband and wife

Ten dollars and other valuable considerations for and in consideration of

in hand paid, conveys and warrants to ELMER A. JOHNSON and ESTHER JOHNSON, husband and wife

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

CLARK

, State of

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

That portion of the West half of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyea, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Relyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North 207 0° 12' 53" East 1426.13 feet to the point of beginning.

EXCEPT the following described property: . A continuous testing.

Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning,

> VERY POOR COPY WILL NOT REPRODUCE

> > anetm Fre SUPERVISOR

Per attached description

ELIZ/.... . LUCE

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated , 19 73 , 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 I	Estate	Sales	Tax	was	paid	on	this	sule	on
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, Rec. No.

. - - 208

Dated this

20th

day of

September

Janu C. adams (SEAL) SEAL)

STATE OF WASHINGTON,

County of Clark

Wayne C. Adams and Violet M. Adams

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he same as their free and voluntary act and deed, for the uses and purposes thetein mentioned.

September

, 1989

GIVEN under my hand and official seaf this 21 Bar 31008 ld nu Spercer Ad WASS 17100 Bedgepield, 98642

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

residing at

PLEASE MAIL TO:
Mr. and Mrs. Wayne C. Adams 6 705601
1022 N.W. 319th
Ridgefield, WA 98642 QUIT CLAIM DEED

981227

THE GRANTOR, GARY G. YOUNGSTROM, a single man, conveys and quit claims to WAYNE C. ADAMS and VIOLET M. ADAMS, husband and wife, the following described real estate situate in Clark County, State of Washington including any interest therein which grantor may hereafter acquire:

That portion of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described as follows: Beginning at a point that is 1320 feet East of the Southwest corner of said Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet to the point of beginning. EXCEPT that portion conveyed to Mary Hiim by deed recorded under auditor's file No. F41229, described as follows: Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said County Road to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Section 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning.
ALSO EXCEPT that portion conveyed to John C. Relyea, et ux, by deed recorded under auditor's file No. F57698, described as follows: Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road known as Farm to Market Road No. 29; thence Northeasterly along the center line of said County Road to an intersection with a creek, said creek being the Southerly boundary of the Calvin Relyea property; thence Southeasterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Mortheast quarter of the Northeast quarter of -Section 10 a distance of 757.2 feet to the center of Section 10 and the true point of beginning.

ALSO EXCEPT that portion conveyed to J. Calvin Relyea, by deed recorded under auditor's file No. F9040, described as follows: Beginning at the Northeast corner of the Northeast current. of the Morthwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, and Trunning thence West to first small creek; thence up the East fork of said small creek with its meanders to the center line of said Section 10; thence North to beginning. EXCEPTING right of way for Pacific Highway, heretofore deeded to State of Washington. ALSO EXCEPT portion lying within County Road No. 29.

6h. 11 Rev. Laws 1951 EXEMPT

is a County Treasurer

Real Estat, L.....

Delamilto Deputy

<u>Parcel 2</u>
The South 1155 feet of the Southwest quarter of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willemetta Meridian.

Kaucakider Mesyikatov 8400 1111 mesyikatov 8400 L. O. Bill 1000 Motse g Milylosia 100 B. J Pataleli Mytlishas Milik Familia Mytlishas Milik Familia Mytlishas Milik Familia Milikatov Milika Familia Meskikatov Milika

#### 981228

EXCEPT that portion bying within the land conveyed to Mary Hilm by deed recorded under auditor's file Mo. F 41229.

ALSO EXCEPT that portion conveyed to Wm. F. Howard, by deed recorded under auditor's file No. G372786, described as follows:
Reginning at a point on the West right of way line of County Road No. 29, said point bears North 24°12' East a distance of 2990.6 feet from the Southwest corner of said Section 10, thence South 34°53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 33°15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32°57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53°15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32°57' West a distance of 30.4 feet and South 33°26' West a distance of 9.7 feet to the point of beginning.

ALSO EXCEPT portion lying within Farm to Market Road No. 29.

Parcel 3
That portion of the Northwest quarter of the Southwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Parcel A
Beginning at the Northwest corner of Section 10.
Township 4 North, Range 1 East of the Willamette
Meridian, in Clark County, Washington; thence South
0°12'53" West along the West line of Section 10,
1474.93 feet; thence South 89°47'07" East 1820.00
feet to the true point of beginning; thence South
89°47'07" East 584.81 feet to the centerline of
County Road No. 29; thence South 45°00'00" East
along said centerline 35.19 feet; thence along the
arc of a 100.00 foot radius curve to the right
157.92 feet; thence South 45°29'02" West 18.97
feet; thence along the arc of a 238.78 foot radius
curve to the right 179.62 feet; thence South 88°35'02"
West 291.30 feet; thence North 28°58'04" West 294.93
feet to the true point of beginning.
EXCEPT County Roads.

Parcel B
Beginning at the Northwest corner of Section 10.
Township 4 North, Range 1 East of the Willamette
Meridian, in Clark County, Washington; thence Sout'
0°12'53" West along the West line of Section 10,
1474.93 feet; thence South 89°47'07" East 1370.00
feet to the true point of beginning; thence South
89°47'07" East 450.00 feet; thence South 28°58'04"
East 294.93 feet to the centerline of County Road
Mo. 29; thence along the arc of a 70,75 foot radius
curve to the left 109.25 feet, the shord of which
bears South 44°20'31" West 98.72 fast; thence South
0°06'02" West 171.70 feet; thence along the are of

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#### 981229

a 88.12 foot radius curve to the right 123.34 feet; thence South 80°18'02" West 1.43.30 feet; thence along the arc of a 190.91 foot radius curve to the left 112.07 feet; thence South 46°40'02" West 118.80 feet; thence along the arc of a 1434.78 foot radius curve to the left 186.61 feet; thence North 0°12'53" East 872.23 feet to the true point of beginning. EXCEPT County Roads and EXCEPT beginning at the Northwest corner of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence Scuth 0°12°53" West along the West line of Section 10, a distance of 1474.93 feet; thence South 89°47'07" East 1594.43 feet to the true point of beginning; thence South 89°47'07" East 225.57 feet; thence South 190.00 feet; thence West 251.02 feet; thence North 7°35'55" East 192.54 feet to the true point of beginning; except any portion thereof lying North of the South 1155 feet of said Northwest quarter of Section 10.

A portion of the property conveyed herein was sold to Elmer A. Johnson and Esther Johnson, husband and wife, pursuant to Real Estate Contract recorded under Clark County auditor's file No. G 644693. Grantees herein shall be entitled to payments on said contract and agree to honor the same.

The purpose of this deed is to cancel Gary G. Youngstrom's interest in and to that certain Real Estate Contract dated May 24, 1968 and recorded May 28, 1968, under Clark County auditor's file No. G 515159.

DATED this 29 th day of October, 1975.

STATE OF WASHINGTON ) ss. County of Clark

On this day personally appeared before me GARY G. YOUNG-STROM, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 50 day of

October, 1975.

FILED FOR RECORD CLARK CO. WASH. RON DUT ZAUER

Public in and for the State of Washington, Residing at Vancouver.



#### REAL ESTATE CONTRACT

31st day of August 1973 THIS CONTRACT, made and entered into this between Gary G. Youngstrom and Carole J. Youngstrom, husband and wife,

hereinafter colled the "seller," and Elmer A. Johnson and Esther Johnson, 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 County, State of Washington: Clark following described real estate, with the appurtenances, in

Commencing at a point on the West line of said Section 10, 1474.93 feet South of the Northwest quarter thereof said point being the Southwest corner of that tract conveyed to John C. Relyca, by deed recorded under Auditor's File No. G 565784; thence East along the South line of said Rolyea tract and the Easterly extension thereof 770 feet to the true point of beginning; thence continuing East along said Easterly extension 600.00 feet; thence South 0° 12' 53" West 825.28 feet, more or less, to the North line of County Road No. 29; thence Southwesterly along said County Road to a point South 0° 12' 53" West from the point of beginning; thence North 0° 12' 53" East 1426.13 feet to the point of beginning.

EXCEPT the following described property: .

Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24° 12' East a distance of 2,990.6 feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53° 15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning.

The terms and conditions of this contract are as fullows. The purchase price is Forty thousand and no/100 - - - - - - - - - (\$ 40,000.00) Dollars, of which Fiftgen thousand five hundred and no/100 - 15 15,500.00) Dollars have been poid the receipt whereof it hereby acknowledged, and the balance of and purchase price shall be paid as follows: , 1973 day of October or more at purchaser's option, on or before the 1 st ) Dollars, or more at purchaser's option, on or before the 18t. May of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser lurther agrees to pay interest on the diminishing balance of said purchase price at the rate of Bight per cent per annum from the 1 St. day of September , 1973, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal

All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Together with a water right to the spring located on property conveyed by a real estate contract to Elwood H. Larson as recorded under Auditors file no. 593149, Jan. 24, 1972 ToWit: (Seller reserve a non-exclive water right to the spring on the described property for a period of five years from Jan. 22, 1972).

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

(1) The purchaser assumes and agrees to pay before dela quency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said roal estate; and if by the terms of this contract the purchase subject to, any taxes ment 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 thereol against loss or damage by both fire and windsterm in a company acceptable to the settler and for the settler'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 soller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the shall be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations, improvements or repairs unless the covenant or agreement for alterations.

ment 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 a 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, to 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 part of
the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchase of
the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchase of
the seller and applied as payment on the rebuilding or restoration of any improvements damaged by such taking, in case of
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expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable
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expenses of procuring the same shall be de

b. Liens ar emcumbrances 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

nerounder 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 soller is purchasing said real estate, or any martgage or other obligation which soller is to pay, seller agrees to make such payments in accordance real estate, or any martgage or other obligation which soller 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 with the terms thereof, and upon default, the purchaser shall have the falling due the soller under this contract.

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17) 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 WHREPAXX 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 classing through any person other than the seller, and subject to the following:

(B) Unless a different date is provided for herein, the purchaser shall be entitled to passession at said real estate an date of closing and to retain possession so long as purchaser is not in details 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, sower, electricity, garbage or other utility services furnished in said real estate after the date purchaser is entitled to passession.

(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 seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the seller may make such payment or interest of the property of the seller might have by reason at 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 primptly at the time and in the manner hermin required, the seller may effect to declare all the purchaser's rights hereunder terminated, and upon his daing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be farfeited to the seller as liquidated damages, and the seller shall have right to recenter and take passession 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 remination 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.

County of

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 set hour, which se ms shall be included in any judgment or decree entered in such suit.

If the selfer 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 so it and also the reasonable cost of searching recards 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.

(SEAL) STATE OF WASHINGTON Lunglion On this day personally appeared before me described in and who executed the within and loragoing instrument, and ocknowledged that to me known to be the individual -du free and voluntary act, and deed, -620 signed the same as 20170 Mirrer. · - 27 for the uses and purposes therein mentioned. A A Million GIVEN under m, hand and official seel this 31/ Notary Public in and 101 West residing or internet

SECURITY TITLE INSURANCE COMPANY

Filed for Record at Request of

CITY AND STATE

This SPACE RESERVED FOR RECORDER'S USE

no no non no no se TRANSAMERICA TITLE INS. COL Aug 31 2 pg rm 173

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Ch. 11 Roy, Laws 1951

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Rept. # 69/70 Dato \$27-27-69

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#### REAL ESTATE CONTRACT

Description Clark County Treasurer

1. Effective Date. The effective date of this contract will Tabluson
be the 14 Th day of May., 1968.

- 2. Parties. This contract is by and between WAYNE C. ADAMS and VIOLET M. ADAMS, husband and wife, hereinafter referred to as the seller, and GARY G. YOUNGSTROM and CAROLE J. YOUNGSTROM, husband and wife, hereinafter referred to as the purchaser.
- 3. Property Sold. The seller agrees to sell to the purchaser, and the purchaser agrees to buy of the seller, the following described peal estate, with the appurtenances thereon, situated in Clark County, Washington:

#### Parcel 1

That portion of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, described Beginning at a point that is 1320 feet East of the Bouthwest corner of said Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet NOTER 1135 rest; thence west 1320 rest; thence south 1135 rest to the point of beginning.

EXCEPT that portion conveyed to Mary Him by deed recorded under auditor's file No. F41229, described as follows:

Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said County Road to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Section 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning. ALSO EXCEPT that portion conveyed to John C. Relyea, et ux, by deed recorded under auditor's file No. F57698, described as Beginning at the center of Section 10, a point marked by a wooden hub; thence North 60°51' West a distance of 1085.8 feet to the center of the existing County Road known as Farm to Market Road No. 29; thence Northeasterly along the center line of said County Road to an intersection with a creek, said creek being the Southerly boundary of the Calvin Relyea property; thence Southeasterly along said creek to the intersection with the West line of the Mortheast quarter of Section 10; thence South along said West line of the Northeast quarter of the Northeast quarter of Section 10 a distance of 757.2 feet to the center of Section 10 and the true point of beginning. ALSO EXCEPT that portion conveyed to J. Calvin Relyea, by deed recorded under auditor's file No. F9040, described as follows: Beginning at the Northeast corner of the Northeast quarter of Section 10, Township 4 Morth, Range 1 East of the Willamette Meridian, and running thence West to first small creek; thence up the East fork of said small creek with its meanders to the center line of said Section 10; thence Worth to beginning EXCEPTING right of way for Pacific Highway, heretofore deeded to State of Washington. ALSO EXCEPT portion lying within County Road No. 29.

#### Parcel 2.

The South 1155 feet of the Southwest quarter of the Morthwest

quarter of Section 10, Township 4 Morth, Range 1 East of the Willamette Meridian. EXCEPT that portion lying within the land conveyed to Mary Him by deed recorded under auditor's file Mo. F 41229. ALSO EXCEPT that portion conveyed to Wm. F. Howard, by deed recorded under auditor's file No. G372786, described as follows: Beginning at a point on the West right of way line of County Road No. 29, said point bears North 24°12' East a distance of 2990.6 feet from the Southwest corner of said Section 10; thence South 34°53' West along said road right of way a distance of 20,0 feet to the Southeast corner of said tract; thence North 53°15' wast a distance of 29.3 feet to the Southwest corner of said tract; thence North 32°57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53°15' East a distance of 30.1 feet to the tance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32°57' West a distance of 30.4 feet and South 33°26' West a distance of 9.7 feet to the point of beginning. ALSO EXCEPT portion lying within Farm to Market Road No. 29.

#### Parcel 3

That portion of the Morthwest quarter of the Southwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, that lies North of Farm to Market Road No. 29. ALL SUBJECT TO

1. Right of way to Inland Power and Light

Right of way to Pacific Northwest Pipeline Corporation, filed under auditor's file No. 188944. 3. Easement to Clark County Public Utility District.

Rasement to Chris Horn and Otto Meuler

Right of way to Pacific Northwest Pipeline Corporation, filed under auditor's file No. G192940.

6. An easement 20 feet in width as granted by instrument filed under auditor's file No. 390387.

7. The sellers herein reserve the right to a 20 foot wide easement for ingress and egress on and across the easement described in instrument filed in auditor's file No. 390387. This easement is to insure sellers that they will have access across the land herein sold to the land lying to the north of the land sold herein and belonging to sellers. This reservation of easement shall run to the heirs, successors and assigns of sellers and is appurtenent to seller's land to the north. Purchasers, their heirs and assigns, shall also have the right to use the easement area for road purposes.

Paymont Terms. The terms and conditions of this contract are: Purchase price of the real estate is Forty-Nine Thousand Five Rundred Dollars (\$49,500.00) of which Eight Thousand Five Hundred Hundred Dollars (\$49,500.00) of which Eight Thousand Five Hundred Dollars (\$8,500.00) has been paid, the receipt of which is hereby acknowledged, and the balance of Forty-One Thousand Dollars (\$41,000.00) will be paid in monthly installments of Two Hundred Fifty Dollars (\$250.00) each commencing August 25, 1968, and continuing monthly thereafter until the whole balance of the purchase price, both principal and interest, shall have been fully paid. The unpaid balance of the purchase price shall at all times bear interest at seven per cent (7%) per annum commencing August 25, 1968. From each payment shall first be deducted the interest to date and the balance shall be applied on the principal. Permission is granted to purchaser to make larger payments at any time. Permission is granted to purchaser to make larger payments at any time, or to pay this contract in full, and the interest shall immediately cease on all payments so made.

> LAW OFFICES OF n. Landerholm.

- 5. Acceleration. Notwithstanding the above provisions this contract shall be paid in full on or before August 25, 1983.
- 6. <u>Possession</u>. Purchaser shall have possession of all pasture areas on the property, except the McCormick Creek pasture, as of May 25, 1968. All the areas, including the McCormick Creek pasture and berry areas, and buildings shall remain in possession of seller until August 25, 1968 at which time possession shall pass to purchaser.
- 7. Future Taxes, etc. The purchaser agrees to pay before delinquency all taxes and assessments which may, as between seller and purchaser, hereafter become a lien on the real estate.
- 8. Prorate Items. Taxes and fire insurance shall be prorated between purchaser and seller as of July 10, 1968.
- 9. Encumbrances. The real estate is now encumbered with a first mortgage recorded under auditor's file No. G424284 and security instrument disclosed by Financing Statement filed under auditor's file No. A-2985. The obligations secured by the above instruments are to remain the sole responsibility of sellers and sellers are to hold purchasers harmless therefrom. However, purchasers shall have the right to make payment on such obligations in the event of any default therein by sellers and deduct the payments so made from the balance due on this contract.
- 10. Fire Insurance. The purchaser agrees to keep the buildings now on or hereafter placed upon the premises insured to the full insurable value thereof against loss or damage by fire, with extended coverage in like amount in some company acceptable to seller and to the benefit of the seller, purchaser and mortgages as their interest may appear and to pay all premiums therefor until the purchase price has been fully paid, and to deliver to seller the insurance policies, renewals and premium receipts.
- ll. Acceptance of Premises. The purchaser agrees that a full inspection of the premises has been made and that neither the seller nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.
- 12. Advancements by Seller. In the event that the Purchaser shall fail to make any payments, as provided, on taxes, assessments or insurance, the seller may make such payments and effect such insurance, and any amount so paid by the seller shall be deemed a part of the purchase price and shall become payable forthwith, without prejudice to any other rights of seller by reason of such failure.
- 13. <u>Title Insurance</u>. The seller agrees to procure within ten (10) days from date a purchaser's policy of title insurance, insuring the purchaser to the full extent of the purchase price against loss or damage by reason of defect in the title of the seller to the real estate herein described.

LAW OFFICES OF Robinson, Lenderholm, Momentch, Lansverk, Whiteoides & Karsh P. O. Box 1086 1811 Broadway Yapoorter, Washington 9866 693-2837 14. Fulfillment Deed. The seller agrees, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to purchaser a warranty deed to the property, free and clear of any encumbrances, except those to which the real estate has been sold subject to this contract and the deed shall be placed in escrow at First Federal Savings & Loan Association of Vancouver, Washington.

15. Default and Forfeiture. Time is of the essence of this agreement. If the purchaser shall fail to comply with or perform any covenant hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon his doing so all payments made by the purchaser and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration of forfeiture and cancellation may be made by registered mail to

or at such other address as the purchaser shall indicate to the seller in writing. In the event litigation arises out of the terms of this contract, the losing party agrees to pay the prevailing party a reasonable attorney's fee together with all costs.

16. Right to Collect Payments. Or the seller may elect to bring an action on any overdue installments, or on any payment or payments made by the seller and repayable by the purchaser. It is stipulated that the promise to pay intermediate installments, or to repay items repayable by the purchaser, are independent of the promise to make a deed and that every action is an action arising on contract for the recovery of money only. No such action shall constitute an election not to proceed otherwise as to any subsequent default. Mo waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year first above written.

STATE OF WASHINGTON)

County of Clark

State Of Washington)

This is to certify that on this 24 day of 24 day of 25 d

under my hand and seal this 24 th day of May, 1968.

FILED FOR RECORD

MAY 28 8 22 AH '68 Washington, residing at Vancouver.

AUDITOR DON BONKER 5 3.0

mail: Bert adams 1105 Hury 99 Vanc, Wh.

LAW OFFICES OF Robinson, Landerholm, Memorich, Lafwerk, Whitesides & March F.O. Box 1088 1.111 Broadway Vancouver, Washington 9866

Deed G424283 627502 Washington Trte Insurance Company SEATTLE, WASHINGTON Warranty ETCHER DANIELS TITLE 105 Main Street Vancouver Statutory

FORM L58

Statement

Send Tax

110 MAIL TO HIST EI MAYINGS AND LOAN A VANCOUSE, WAS

#### Statutory Warranty Deed

THE GRANTOR \$ Irven T. Fouch and Marjorie A. Fouch, husband and wife of Ridgofield, Washington Route 1...... for and in consideration of Thirty-Seven Thousand Five Hundred and no/100 Dollars..... (\$37,500.00) in hand paid, conveys and warrants to Wayno C. Adams and Violet M. Adams of Ridgefield Wash. Route 1---the following described real estate, situated in the County of Clark...... State of Washington; as shown on this page and pages 2 and 3 hereto attached:

That portion of the North half of the Northwest quarter of Section Twn (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows: Beginning at the Southeast corner of the land conveyed to Clara Ann Anderson, by deed recorded under auditor's file No. D 14912, records of Clark County, Washington; said point being 1155 feet South and 1320 feet East of the Northwest corner of said Section; thence South 330 feet; thence East 293 feet; thence North 520 feet; thence North 5° West 140 feet; thence North 27° West 154 feet; thence North 18° West 130 feet; thence North 32° 30° West 178 feet, more or less, to the South line of the land conveyed to Adolph E. Hasselberg and wife, by deed recorded under auditor's file No. D 18571, records of Clark County, Washington; thence West 75 feet; thence South 740 feet, more or less. to the point of beginning.

That portion of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows:

Beginning at a point that is 1320 feet East of the Southwest corner of the Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet to the point of beginning.

EXCEPT that portion conveyed to Mary Hiim by deed recorded under auditor's file No. F 41229, described as follows:

Beginning at the center of Section Ten (10), a point marked by a wooden hub; thence Dated this

Meal State Excise In Ch. 11 Sev. Laws 1951 has been naid Die Bill STATE OF VEXNITATION Of Clark

On this day personally appeared technical and the state of the st

to me known to be, the individual a 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 listid and official seal this 6 th

August 1965. M. Itum

Notary Public in and for the State of Washington, La Center, Washington

627503 page 2 of deed Irven T. Fouch, et uk, to Wayne C. Adams, et uk.

North 60° 51' West a distance of 1085.8 feet to the center of the existing county read, known as Farm to Market Road No. 29; thence Southwesterly along the center line of said county read to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Scotion 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning.

ALSO EXCEPT that portion conveyed to John C. Relyea, et ux, by deed recorded under

auditor's file No. F 57698, described as follows:
Seginning at the center of Section 10, a point marked by a wooden hub; thence North
60851 West a distance of 1085.8 feet to the center of the existing County Road
known as Farm to Market Road No. 29; thence Northeasterly along the center line of said County Road to an intersection with a creek, said creek being the Southerly boundary of the Calvin Relyea property; thence Southeasterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Northeast quarter of the Northeast quarter of Section 10 a distance of 757.2 foot to the center of Section 10 and the true point of beginning.
ALSO EXCEPT that portion convyed to J. Calvin Relyea, by deed recorded under auditor's file

No. F 9040, described as follows: Beginning at the Northeast corner of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, and running thence West to the first small creek; thence up the East fork of said small creek with its meanders

to the center line of said Section 10; thence North to beginning. EXCEPTING right of way for Pacific Highway, heretofore deeded to State of Washington; said tract being also known as AssessorS Tax Lot No. 4.

Parcel 3

Beginning at a point 70 rods North of the Southeast corner of the Southwest quarter of the Northwest quarter of Said Section 10; thence West 40 rods; thence North 20 rods; thence East 40 rods; thence South 20 rods to the point of beginning.

The South 1155 feet of the Southwest quarter of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian; EXCEPT that portion lying within the land conveyed to Mary Hiim by deed recorded under auditor's file No. F 41229.

ALSO EXCEPT that portion conveyed to William F. Howard, by deed recorded under auditor's

file No. G 372786, described as follows: Beginning at a point on the West right of way line of County Road No. 29 said point bears North 24012' East a distance of 2990.6 feet from the Southwest corner of said Section 10; North 24-12' East a distance of 29-90.c feet from the Southwest corner of said Section 10; thence South 34° 53' West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 53°15' West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32° 57' East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53° 15' East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32° 57' West a distance of 30.4 feet and South 33° 26' West a distance of 9.7 feet to the point of beginning. ALSO EXCEPT portion lying within Farm to Market Road No. 29.

That portion of the Northwest quarter of the Northwest quarter of Section Ten (10) Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows: Beginning at the Northwest corner of said Section; thence South 1155 feet; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet to the point of beginning. EXCEPT any portion thereof lying within the land conveyed to Adolph E. Hasselberg, et ux by deed recorded under auditor's file No. D 18571

That portion of the Northwest quarter of the Southwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.



627504

Page 3 of deed Irven T. Fouch, et ux, to Wayne C. Adams, et ux,

EXCEPTING: A right of way 20 feet in width being the North 20 feet of the North 35 acres of said Parcel Five (5) that lies West of the Charles Ben Road, as conveyed to the County of Clark, by deed recorded January 28, 1963 under auditor's file No. 3 349592.

( Affects the North 20 feet of Parcel 5

EXCEPTING: Pipeline right of way with right to select the route for and to construct, maintain, inspect, operate, protect, replace, alter or remove pipeline or pipelines for the transportation of oil, gas and products thereon, on over and through said premises as granted by Irven T. Fouch, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, by instrument dated January 4, 1956, recorded February 20, 1956, in volume D20, page 43 under auditor's file No. G 188944.

Subject to an Easement for perpetual right of way in and over said premises for the transmission of electric current, as granted by Matthew Anderson, et ux, to Public Utility District No. 1 of Clark County, a municipal corporation of the State of Washington, by instrument dated May 9, 1949, recorded June 2, 1949 in volume 466, page 426, under auditor's file No. G 24958; together with the right to cut, remove and destroy such trees and brush as may be necessary to or in constructing, maintaining and protecting such lines from damage. (Affects Parcel 2)

Subject to an Easement 20 feet in width, as granted to George H. Wiebold and Doris B. ... Wiebold, husband and wife, under the terms of that certain easement recorded July 22, 1964 under auditor's file No. G 390387.

Subject to Easement for pipe line, lien of which depends on location, granted by Joseph P. Eastman and Matilda Eastman, husband and wife to Chris Horn, a bachelor and Otto F. Meuler, a bachelor, by deed dated January 29, 1925, recorded February 2. 1925 in volume 164, page 407, under auditor's file No. C 19314, records of Clark County, Washington, as follows:

Said grantors hereby grant and convey unto the grantees, their heirs and assigns, the exclusive right to tap and use the waters of the Spring or Springs located on the tract of land owned by us lying West of Pacific Highway, and the right to fence said Springs against stock, and the right to lay, construct and maintain a pipe line and across our said tract of land to convey said water to above tract and the right to enter in and upon the grantor's premises at all times to properly safeguard, repair, maintain, or reconstruct said pipe line. It is further covenanted by the grantors that in the event that the grantees, their heirs or assigns, fail to obtain an adequate supply of water from said springs, or for any reason they desire to convey water from any land lying West of our said tract, the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out.

Subject to a right of way dated February 25, 1956, executed by Matthew Anderson, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, upon the terms and conditions therein set forth, recorded April 18, 1956, under auditors file No. G192940. (Affects parcels 4, 5 and 6).

Subject to an easement for a readway, so long as the same shall be used for that purpose 20 feet in width along the North line of said land, as conveyed to C.L. Thom, by deed recorded November 26, 1943 under auditor's file No. F 17432.

( Affects Parcel 5)

Subject to an Easement for roadway twenty feet wide, along the North line of said Parcel 5, as conveyed to Charley Ben by deed recorded August 11, 1909, in volume 79, page 31, deed records of Clark County, Washington.

Subject to a perpetual right of way in and over said land for the purpose of erecting, maintaining and operating thereon 13 poles and 5 anchors of a pole line for the transmission of electric current, as conveyed to Inland Power and Light Company, an Oregon corporation, by deed recorded February 16, 1931, under auditor's file No, D 1231.

Subject to Declaration of homostead dated June 2, 1958, executed by Irven T. Fouch, recorded June 2, 1958, under auditor's file No. G 240714 whereby declarent claims said premises as homostead.

Recorded Aug, 10, 1965 at 4:14 P.m. by Fletcher-Daniels Title Co., Bruce Worthington, County Auditor



# SALES HISTORY

Parcel 211458000

31012 NW SPENCER RD, RIDGEFIELD, WA 98642



## SALES HISTORY: PARCEL(S) 211458000

Relyea, James & Relyea, Judith

Quit Claim Deed

Conerly, Darren & Conerly, Rebecca

4465335 - 06/2008

Conerly, Darren

Conerly, Rebecca

Λ

Williams Communications, Inc.

**Grant of Easement** 

3202828 - 03/2000

Conerly, Darren

Conerly, Rebecca

Λ

Conerly, Darren

Quit Claim Deed

Conerly, Rebecca

9711210191 - 11/1997

Relyea, James

Relyea, Judith

Λ

Relyea, John C.

Statutory Warranty Deed

Relyea, Pearl E.

8409280030 - 09/1984

Smith, Iris

Mallory, Jean

Λ

Relyea, James C.

Quit Claim Deed

Relyea, Judith M.

7905030125 - 05/1979

First Independent Bank

Λ

Page 1 of 3

## SALES HISTORY: PARCEL(S) 211458000

First Independent Bank

Purchaser's Assignment of Contract and Deed

G 605174 - 06/1972

Relyea, James C. & Relyea, Judith M.

Relyea, John C. & Relyea, Pearl E.

Relyea, James C.

Statutory Warranty Deed

Relyea, Judith M.

G 759300 – 04/1977

Relyea, John C.

Relyea, Pearl E.

Relyea, James C.

Real Estate Contract

Relyea, Judith M.

G 572615 - 04/1971

Relyea, John C.

Relyea, Pearl E.

Relyea, John C.

**Real Estate Contract** 

Relyea, Pearl E.

G 565785 - 12/1970

Smith, Iris

Mallory, Jean

Relyea, John C.

**Statutory Warranty Deed** 

Relyea, Pearl E.

G 56784 - 12/1970

Borst, Myrtle

Λ

Page 2 of 3

## SALES HISTORY: PARCEL(S) 211458000

Borst, Myrtle

Quit Claim Deed

G 546605 - 08/1969

G 540988 - 11/1969

Stewart, Samuel

Λ

Smith, Iris

Mallory, Jean

Statutory Warranty Deed

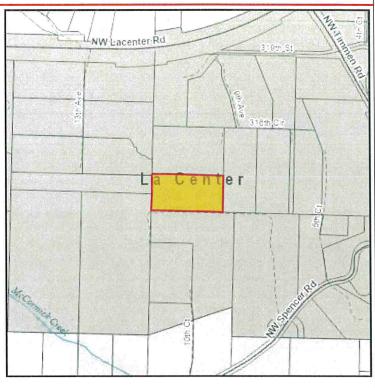
G 221208 - 07/1957

Stewart, William Allen

Page 3 of 3



General Information	
Property Account	211458000
Site Address	31012 NW SPENCER RD, RIDGEFIELD, WA 98642
Legal Desc	#24 #33 SEC 10 T4NR1EWM 5A
Owner	RELYEA JAMES & RELYEA JUDITH ETAL
Mail Address	31010 NW SPENCER RD RIDGEFIELD WA , 98642 US
Tax Status	Regular
Property Status	Active
Area (approx.)	217,800 sq. ft. / 5 acres
Section-Township- Range	NW 1/4,S10,T4N,R1E
Assessment (2024 Values for	2025 Taxes)
Land Value	\$458,392.00
Building Value	\$0.00
Total Property Value	\$458,392.00
Total Taxable Value	\$458,392.00
Most Recent Sale	
Sale Date	06/13/2008
Document Type	D-QCE
Sale Number	0626338
Sale Amount	\$0.00
A 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
Administrative	La Cente
Jurisdiction  Land Use Planning	La Cente
	ution III
Comprehensive Plan Designa	
Comprehensive Plan Overlay	(s) none
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area	(s) none La Cente
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - <u>Codes</u>	(s) none  La Cente  Low Density Residential (LDR 7.5
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area	(s) none  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - <u>Codes</u>	(s) none  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlan
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - <u>Codes</u> Zoning Overlay(s)	(s) none  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar  District
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous	(s) none  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - <u>Codes</u> Zoning Overlay(s)  Miscellaneous Census Tract	(s) none La Cente Low Density Residential (LDR 7.5 Sensitive Utility Corridor Overlar District 403.0
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a  N/A  AMI
Comprehensive Plan Designa Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a  N/A  Clark-Cowlitz Fire Rescu
Comprehensive Plan Designal Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a  Ne  Clark-Cowlitz Fire Rescurea
Comprehensive Plan Designal Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Ar	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0:  n/a  n/a  NA  Clark-Cowlitz Fire Rescue
Comprehensive Plan Designal Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Are Police Jurisdiction	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlar District  403.0  n/a  n/a  N/A  Clark-Cowlitz Fire Rescurea  N  La Center Police Dep
Comprehensive Plan Designal Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Ar Police Jurisdiction Schools	(s)  La Cente  Low Density Residential (LDR 7.5  Sensitive Utility Corridor Overlay District  403.0:  n/a  n/a  No  AMI  Clark-Cowlitz Fire Rescurea  La Center Police Dep
Comprehensive Plan Designal Comprehensive Plan Overlay Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Ar Police Jurisdiction Schools School District Name Elementary School Attendame	La Cente Low Density Residential (LDR 7.5 Sensitive Utility Corridor Overlar District  403.03 n/a n/a  No AMI Clark-Cowlitz Fire Rescure La Center Cee La Center



<b>Environmental Public Health</b>	
Public Health Food Inspector District	District 3
Public Health Food Plan Review Area	District A
Public Health WRAP Inspector District	District 2
Wetlands and Soil Types	
Critical Aquifer Recharge Area	Category 2 Recharge Areas
FEMA Map / FIRM Panel	53011C0206E

	53015C1010G
Flood Hazard Area	Outside Flood Area
Shoreline Designation	none
Soil Types / Class	Non-Hydric / GeB Non-Hydric / GeF Hydric / OdB
Water Resource Inventory Area	Name: LEWIS Sub-Basin: East Fork Lewis
Watershed	East Fork Lewis River
Sub Watershed	McCormick Creek
Wetland Class	

Geological	Hazards
ccological	Tramar as

Wetland Inventory

Geological Hazard	Areas of Potential Instability Slopes > 15%
Liquefaction	Very Low to Low
NEHRP Class	С
Slope Stability	Severe Erosion Hazard Area

No Mapping Indicators

### **Development Moratorium**

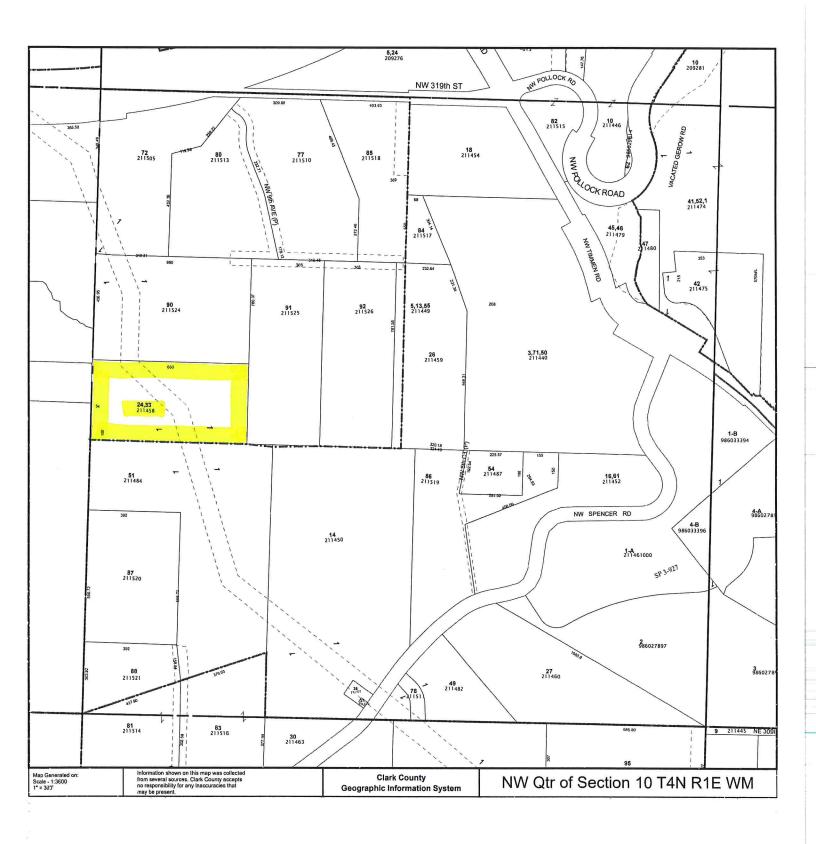
none

#### **Cultural Resources**

Archaeological Probability	Moderate-High High	
Archaeological Site Buffer	No	

C-TRAN Public Transportation Benefit Area	Yes	Historic Site	No Mapping Indicators
Traffic Impact Fee (TIF) District	La Center	Habitat and Species Resources	
Transportation Analysis Zone	2106	Habitat and Species Impacts	Yes
Utilities	annol Majorkos (na ocido es) in interpresso com antido responsa a mante de massa de massa de massa de massa de	Riparian Habitat Area:	Seasonal Stream
CPU Lighting Utility District	n/a	•	
Last Street Sweeping	n/a		
Sewer District	Rural/Resource		
Waste Collection Provider	Waste Connections		
Water District	Clark Public Utilities		

Disclaimer: Clark County does not warrant the accuracy, reliability or limeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. RCW 42.56.070(8) prohibits releasing and/or using lists of individuals gathered from this site for commercial purposes.



WHEN RECORDED RETURN TO:

Name;

JAMES RELYEA

Address:

31012 NW Spencer Road Ridgefield, WA 98642

ges: 2 ~ JAMES RELYEA 08/13/2008 04:46

Real Estate Excise Tax Ch. 11 Rev. Laws 1951 0338 Date 6-13 Details of tax paid see Doug Lasher Clark County Treasure Ву

#### QUIT CLAIM DEED

THE GRANTOR(S), DARREN CONERLY and REBECCA CONERLY, husband and wife for and in consideration of addition to title for co-signing purposes only under WAC# 458-61a-215 in hand paid, conveys and quit claims to JAMES RELYEA and JUDITH RELYEA, husband and wife and DARREN CONERLY and REBECCA CONERLY, 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:

#### SEE ATTACHED EXHIBIT A

Abbreviated Legal:	(Required if full legal not inserted above.)	of Section 9,	Township 4,	Range 1,	Clark County,
Washington			• •		• ,

Tax Parcel Number(s): 211458-000

Darren Conerly

Rebecca Conerly

STATE OF Washington

COUNTY OF Clark

88.

I certify that I know or have satisfactory evidence that Darren Conerly and Rebecca Conerly, husband and wife are the persons who appeared before me, and said person 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.

Sauce 29.00 Community of the community o

Notary name printed or typed: Notary Public in and for the State of Washington

Residing at VC Keen war.
My appointment expires: 12/29/09

#### EXHIBIT A

#### Parcel 1

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

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the Point of Beginning.

EXCEPT the West 54 feet of the South 150 feet thereof,

#### Parcel 2

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

The West 54 feet of the South 150 feet of the following described tract:

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the Place of Beginning.

BILLIAMS COMMINICATIONS FOR 13 00 CL

3202020 Page: 1 of 6 03/16/2000 03:51P Clark County, WA

Recording Requested By And When Recorded Return To:

Williams Communications, Inc. 3773-C Martin Way, Suite 104 Olympia, WA 98506

Recht # 460936

Sec 6: sen Ab.

By Dign N

Tract #: WA-CL-106

#### **GRANT OF EASEMENT**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, Darren Conerly and Rebecca Conerly, husband and wife, whose mailing address is 31012 NW Spencer Road, Ridgefield, WA 98642, herein called Grantor (whether one or more), hereby bargains, sells and conveys to Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22064, Tulsa, OK 74121, its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes and any other appurtenances thereto, at any time or times for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through and across the following described land (the "Property") located in the County of Clark, State of Washington, to wit:

Tax Parcel #: 211458-000

Township 4 North, Range 1 East, W.M. #24 #33 Sec. 10 T4N R1E WM 5.0 ac.

For detailed description, see Exhibit "A" attached hereto and by this reference made a part hereof.

For additional stipulations, see Exhibit "B" attached hereto and by this reference made a part hereof.



together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates or roads caused by its use thereof as described below) and together with a temporary easement to provide work space along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, removal or replacement of the communications system(s).

The exact location of this Easement herein conveyed by this instrument, located within the existing boundaries of the Northwest Pipeline easement is more particularly described by Instrument G655188 dated January 31, 1974 and recorded in the records of Clark County, Washington, shall be determined, at the sole discretion of Grantee, by the installation of Grantee's communications system(s) and subject to the Grantee's temporary easement rights described above, the Easement shall extend for five feet on each side of the centerline of the first working communications system installed.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, livestock and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, livestock or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth and brush removed for the Easement by Grantee.

All oil, gas and other minerals are reserved to Grantor, provided that Grantor shall not use, nor permit the use of, a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or the operation of Grantee's facilities. Further, Grantee shall have the right from time-to-time to cut and keep clear obstructions or vegetation that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others to construct, create or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld).



Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs. Grantor releases and waives all rights, if any, as against Grantee under the community property laws of the State of Washington.

Grantee hereby agrees to hold harmless and indemnify Grantor against any loss, cost, damage, expense and any and all liability for property, personal injury or both, incident to or resulting from the actions or omissions of Grantee, its agents, affiliates, employees, contractors or subcontractors, arising out of or incident to the terms of this Agreement, unless caused by the sole, joint, or concurrent negligence of willful misconduct of Grantor.

This instrument fully sets forth the terms and conditions of the Agreement. There are no prior or contemporaneous oral or other written agreements, between Grantor and Grantee that modify, alter, or amend this Agreement. This instrument may be modified or amended only in writing duly executed and acknowledged by the parties hereto.

Grantee may apportion and assign, lease or transfer this Easement in whole or in part.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever and Grantor hereby binds Grantor, Grantor's heirs, devisees, personal representatives, successors and assigns, to warrant and forever defend all and singular the Easement, temporary easement and the property rights, privileges and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

DATED THE 18th day of February, 2000.

**GRANTOR** 

Darren Conerly

FRANTOR: 1) & X

Rebecca Conerly



### (Individual Acknowledgment)

State of Washington )	
County of $(a_b k)$ ) s	S.
I certify that I know or have so Rebecca Conerly, husband and wife are the person(s) acknowledged that they signed this authorized to execute the instrument and acknowledged that they signed the authorized to execute the instrument and acknowledged that they signed the such party for the uses and purposes mention	s instrument, on oath stated that they were
Dated: the \\8 day of \_	February, 2000.
SEAL	Notary Public for Washington
KAREN V. MYERS NOTARY PUBLIC STATE OF WASHINGTON My Commission Expires Jon 6, 2004	Printed or Stamped Name of Notary  Clark  County of Residence for Notary
	My appointment expires:



#### EXHIBIT "A"

Attached	to,	and	hereby	made	a	part	of	that	GRANT	OF	EASEMENT	dated
the 18	th.	day	of <u>F</u>	brua	Q.		_, 2	000, 1	by and bet	ween	Darren Coner	ly and
Rebecca (	Cone	rly.,	(Granto	r), and	W	illiam	s Co	mmı	unications,	Inc.,	(Grantee).	

TOWNSHIP RANGE SECTION & DESCRIPTION
4 North 1 East, W. M. #24 #33 Sec. 10 T4N R1E WM 5.0 ac.

PARCEL 1: The following described real property situated in the County of Clark, State of Washington, to wit:

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the POINT OF BEGINNING

EXCEPT the West 54 feet of the South 150 feet thereof.

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

The West 54 feet of the South 150 feet of the following described tract:

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian and running thence North 20 rods, thence East 40 rods; thence South 20 rods; thence West 40 rods to the PLACE OF BEGINNING.

SIGNED FOR IDENTIFICATION:

Darren Conerly

Rebecca Conerly



#### EXHIBIT "B"

Attached to, and hereby made a part of that GRANT OF EASEMENT dated the day of February 2000, by and between Darren Conerly and Rebecca Conerly, (Grantor), and Williams Communications, Inc., (Grantee).

1. Except under emergency conditions, Grantee shall give minimum of two (2) days notice prior to entry on property for the purpose of construction, maintenance, or repair of Grantee's facilities.

SIGNED FOR IDENTIFICATION:

Darren Conerly

Rebecca Conerly

GRIPTION

ORDER NO.: 144363

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

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the point of beginning.

EXCEPT the West 54 feet of the South 150 feet thereof.

#### PARCEL II:

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

The West 54 feet of the South 150 feet of the following described tract:

BEGINNING at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the place of beginning.

Transamerica Title Insurance Company 400

THIS SPACE PROVIDED FOR RECORDER'S USE:

FILED FOR RECORD AT REQUEST OF

8409280030

WHEN RECORDED RETURN TO

ASSTREE 310/974.W. Spencer Rd CHY, SIMO, 2017 Sidgefield, Wa 98642 CLARK LO. WASH

CLARK LO. WASH

SEP 28 10 11 AH '84

DAVID MICHENER

#### Statutory Warranty Deed

THE GRANTOR

Iris Smith, a married woman, and Jean Mallory, a Married woman, in undivided interests.

for and in consideration of John C. & Pearl E. Relyea, husband and wife.

in hand paid, conveys and warrants to

OF IVASY

Four Thousand Five Hundred and no/100 (\$4,500.00).

the following described real estate, situated in the County of

Clark , State of Washington:

Beginning at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the point of beginning.

Except the West 54 feet of the South 150 feet thereof.

September 24 Dated	05
	* Gen Macery
STATE OF WASHINGTON COUNTY OF King	STATE OF WASHINGTON  COUNTY OF Thurston  On this 26th day of September 19 84  before me, the undersigned, a Notary Public in and for the State of Wash
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that	Jean Mallory
as her free and voluntary act and deed, for the uses and purposes therein mentioned.	to me known to be the
OIAR real metric 1984	She is authorized to execute the said indmand and this the said indicates and this the said is the corporate seal of said corporation.  Witness my hand and official seal hereto affixed thought and venturing above written.
Motor Fullo Health for the State of Wash	Notary Public in and for the State of Washington 10 * residing at Olympia

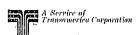
FILED FOR RECORD Transamerica Title Insurance Collaga via saxs provided for recorder's use. *90* 5030125 AUDITOR RON DOTZAUER Niled for Record at Request of Name First Independent Bank, Real Estato Exciso Tax Ch. 11 Rev. Laws 1951 Address P.O. Box 1627 City and State Vancouver, For details of tex pair sour Clark County frousure Quit Claim Deed (CORPORATE FORM) THE GRANTOR First Independent Bank, Hozel Dell Branch for and in consideration of Ten Dollars and other valuable considerations conveys and quit claims to James C. and Judith M. Relyea 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: Beginning at a point 70 rods North of the SW corner of the NU Quarter of Section 10, Township 4, North, Range 1 East of the U.M., thance North 20 rods; thence East 40 rods; thence south 20 rods; thence West 40 rods to the point of beginning. Except County roads. Subject to essements and restrictions of To release lien taken by Purchaser's Assignment ofContract and Deed dated June 15, 1972 and recorded under Auditors number G 605174 on June 19, 1972. IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers day of April 19, 1979 and its corporate seal to be hereunto affixed this -Independent Ban Buttone carrie and a first constant there is Officers of this broad so run hope of cast gorporate syal. STATE OF WASHINGTON, County of Clark On this 19th day of April 1979, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared , 19 79 ; before me, the undersigned, a Notary Prints Charles E. Delichg Charles E. Delichg Vice- President and and Secretary, respectively, of First Indennindeniics to me known to be the the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the fre act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that it authorized to execute the said instrument and that the seal affixed the said instrument and that the seal affixed the said instrument and that the seal affixed the said instrument and without the said instrument and that the seal affixed the said instrument and without the said instrument and that the said affixed the said instrument to be the said instrument. Notary Public in and for the State of Washington,

S

jesiding at Vancouver

Parm No. 19-749 (Pravious Parm No. 168-C)

#### Transamerica Title Insurance Co



Filed for Record at Request of Name James C. and Judith M. Relyen 2514 E. 26th Street

City and State Vancouver, Wash. 98661

THIS SPACE RESERVED FOR RECORDER'S USE:

827528 G 605174

#### PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

THE GRANTOR

James C. Relyea and Judith M. Relyea, husband and wife

for value received .

hereby convey and quit claim to

First Independent Bank

, the grantee,

the following described real estate, situated in

County, State of Washington,

Together with all after acquired title of the grantor(s) therein.

Beginning at a point 70 rods North of the SW Corner of the NW Quarter of Section 10, Township 4 North, Range 1 East of the W. M., thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the point of beginning. Except County Roads. Subject to easements and restrictions of record.

Ca. 11 Rev. Phys. 1951

For Financing Purposes Only

and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 3rd

March, 1971

John C. Relyea and Pearl E. Relyea, husband and wife

James C. Relyea and Judith Relyea, husband and wife

as purchaser for the sale and purchase of the above described real estate. The ANNEX CANONIC AND ANNEX CONTROL OF THE ANNEX CONTROL OF

Dated this

15th

STATE OF WASHINGTON,

County Clark

On this day personally appeared before me James C. Relyen and Judith M. Relyen, 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

tises and purposes therein mentioned.

GIVEN under my hand and official seal this

Notary Public in and for the

Vancouver

THIS SPACE RESERVED FOR RECORDER S USE Puneer Hational Title Interace Company Filed for Record at Request of G 759300 1068529 RON DOTZÁVER 3 FORM LEEF Statutory Warranty Deed THE GRANTORS JOHN C. & PEARL E. RELYEA, husband and wife for and in consideration of Ten and no/100 (\$10.00) Dollars in hand paid, conveys and warrants to JAMES C. RELYEA & JUDITH RELYEA the following described real estate, situated in the County of \_\_\_\_\_Clark. Washington. , State of Beginning at a point 70 rods North of the Southwest corner Seginning, at a point of four south as a continued of the Northwest quarter of Section 10, Township 4 North; Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence Wantish Excisivation to the point of beginning. Except County Roads 11 Rev Laws 1951. Subject to easements and restrictions of record. Alld: # 155063 Date 4-18-For details of lax paid sec Alld 11 90211 S June Se Scale Clark County 1774 This dead is given/in fulfillment of that certain real estate contract between the parties heretological and conditioned estate. dated Road 5 111 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 erising by, through or under the purchaser in said contract, and shull not apply to uny taxes associaments or other charges levied, assessed or bocoming due subsequent to the date of said contract. Real Betata Excise Tax was paid on this sale prostamped exempt on STATE OF WASHINGTON, County of COWLITZ Am this day personally appeared before me JOHN C. & PEARL E. RELYEA

for the known to be the individual B described in and who executed the within and foregoing instrument, and conjunction that the same as the in the and voluntary act and deed, for the conjunction of the

MAYEN funder my hand and official seal this

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

THIS CONTRACT made and entered into this Zerday of RELYEA, husband and wife, hereinafter called "Sellers" and JAMES C. RELYEA and JUDITH RELYEA, husband and wife, hereinafter called "Purchasers"

#### WITNESSETH:

For and in consideration of the agreements contained herein and the payments made and to be made, the sellers agree to sell to the purchasers, and the purchasers agrees to buy from the sellers the following described premises situate in Clark County, Washington, to-wit:

Beginning at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, thence North 20 rods thence East 40 rods, thence South 20 rods, thence West 40 rods to the point of beginning. Except County Roads. Subject to easements and restrictions of record.

#### PURCHASE PRICE AND TERMS:

The purchase price which it is agreed shall be paid for said property is the sum of Six Thousand Five Hundred and no/100 (\$6,500.00) Dollars of which none has been paid, the said purchase price shall be paid as follows:

paid as follows:

Real Estate Excise Tax

Ch. 11 Rev. Laws 15ixty Five and no/100 (\$65.00) Dollars, or more at Purchasers'

\*\*Loc has been option, on the 25th day of March, 1971, and a like sum on the same day of each succeeding calendar month until principal

Rept. # Tazii. Dite and interest have been paid in full. Purchasers shall pay

4/F-7 interest at the rate of 7 1/2 % per annum on the unpaid

June 8. Spanis Principal. Monthly payments shall be applied first to accrued

Clair County Treasurinterest and the balance, if any, to unpaid principal.

By 1. Hazing Treasurinterest to the

Purchasers shall make all payments due on this contract to the account of sellers at the Hazel Dell Branch, First Independent Bank, Vancouver, Washington.

#### DEED:

It is understood and agreed by and between these parties that the sellers are purchasing the said premises, or a portion thereof, on real estate contract from Iris Smith, a married woman and Jean Mallory, a married woman, which real estate contract, the sellers shall pay and discharge in strict accordance with the terms and conditions thereof.

Simultaneously with the execution of this contract, the sellers shall execute a fulfillment deed which shall be placed in escrow at the Hazel Dell Branch, First Independent Bank, Vancouver, Washington, to be delivered to purchasers upon their making full of the purchase price and interest required in this contract. Said deed shall be free of any encumbrances except those above set forth and except any part of the premises hereinafter taken for public use and any that may attach after the date of closing through any person other than sellers.

#### POSSESSION:

Under the terms of this contract, the purchasers shall be entitled to physical possession immediately upon signing the contract.

ASSESSMENT, TAXES, IMPROVEMENTS, UPKEEP, INSURANCE, INSPECTION AND REPAIRS:

The purchasers agree:

- 1. To pay before delinquent all taxes and assessments which may as between sellers and purchasers hereafter become a lien on the real estate.
- 2. To keep the buildings now or hereafter placed on the premises in good condition and repair and not to permit waste.
- 3. To assume all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.
- 4. Not to use the premises or any part thereof for any illegal purpose.
- 5. Purchasers further agree that a full inspection of the premises has been made and that neither the sellers nor assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements, or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof.

#### SELLERS' RIGHT TO PAY TAXES, INSURANCE, ETC:

In the event that the purchasers shall fail to make any payment hereinabove provided, the sellers may pay such taxes or assessments, and any amount so paid by the sellers shall be determined to be part of the purchase price and become payable forthwith with interest at the rate of 10% per annum until paid, without prejudice to any other rights of the sellers by reason of such failure.

#### DESTRUCTION OF PREMISES:

and the areas of the strength of the same strength of the same strength of the same same same same same same s

In the event of the damage or destruction of any improvements situate on said premises by fire or other casualty, purchasers shall not be in any manner relieved of any of their obligations under this contract, and all risk of any such loss is hereby assumed by the purchasers.

#### FORFETTURE:

Time is of the essence of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchasers rights hereunder terminated, and upon his so doing, all payments made by the purchasers hereunder and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages, and the sellers shall have the right to re-enter and take possession of the property. Service of all demands and notices with respect to such declaration of forfeiture and cancellation shall be made by certified mail

#### \*\*\*77999

directed to the purchasers at their address last known to sellers. If the sellers within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchasers' rights under this contract, the purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Or the sellers may elect to bring an action or actions on any intermediate overdue installment or on any payment or payments made by the sellers and repayable by the purchasers, it being stipulated that the covenant to pay intermediate installments or to repay items repayable by the purchasers is independent of the covenant to make a deed and that every action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the sellers of any default on the part of the purchasers shall be construed as a waiver of any subsequent default.

In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the moneys received by the sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any such which the sellers may be required to expend in procuring such money, or at the election of the sellers to the rebuilding or restoration of the premises.

#### ATTORNEYS ' FEES:

Upon sellers' election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchasers agree to pay a reasonable sum as attorneys' 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.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this contract the day and year first above written.

SELLERS:

Ook Colyea (SEAL)

PURCHASERS:

Omeo Adda (SEAL)

STATE OF WASHINGTON ) SS.

Junes Canter APR 15 1 44 PM 71

Motary Public in and for the State of Washington, residing at Woodland.

′-3-

#### REAL ESTATE CONTRACT G 565785

24th day of November, 1970 THIS CONTRACT, made and entered into this

IRIS SMITH, a married woman, and JEAN MALLORY, a married woman, between in undivided interests

JOHN C. RELYEA and PEARL E. RELYEA (husband and wife) hereinafter called the "seller," and

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 CLARK described real estate, with the appurtenances, in County, State of Washington:

Beginning at a point 70 rods North of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian; thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the point of beginning. EXCEPT the West 54 feet of the South 150 feet thereof; EXCEPT County Roads.

The terms and conditions of this contract are as follows: The purchase price is Four Thousand Five Hundred and no/100
or more at purchaser's option, on or before the 10th day of January , 19 7 and Pive hundred and no/100 (\$ 500.00 ) Dollars,
or more at purchaser's option, on or before the 10th day of each Mcccering 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 7 per cent per annum from the 10th day of December ,1970 ,
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 <u>Bayanathan Management and Control of Principal and State of the South State of the South Portland Congression of the Portland C</u>
Ch. 11 Rov. Laws 1951
\$ 45.00 has been paid
Rcpl. #87793 Date 12-16-70
Repl. #82793 Date 12-16-20 Sec. 61, see Afd. No

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between granter 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 hereift, as his interest may appear, and to pay all premiums thereof and to deliver all policies and renewals thereof to the seller.

date of contract.

(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.

m 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, dostruction 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 improvements within a 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. 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 Yronsomerica 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;

Clark County Treasurer

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

Deputy

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.

96765

(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 deed to said real estate, excepting any part thereof hereafter deliver to purchaser a statutory warranty 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:

- 1. Lien of real estate excise tax upon any sale of said premises, if unpaid.
- 2. Easement, including terms and provisions thereof, granted Pacific Forthwest Pipeline Corp., a Delaware corp., by instrument recorded April 13, 1956 under Auditor's File No. G 192950, for the transportation of oil, gas and the products thereof, on, over and through the subject property.

(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 litegal 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.

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 fall 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 herounder, 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

If the seller shall bring sult 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 sult, and also the reasonable cost of searching records to determine the condition of title at the data such sult is commenced, which sums shall be included in any judgment or decree entered in such sult.

IN WITNESS WHEREOF, the parties hereto have executed this instrument of of the date first whitten above,

STATE OF WASHINGTON,

County of THURSTON

On this day personally appeared before me

Iris Smith and Jean Hallory

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

n E T therein mentioned.

EXPLEM under my hand and official scal this

# AN CHAIN ansamerica Title Insurance Co

A Service of Transamerica Corporation

Filed for Record at Request of + Mail 47)

THIS SPACE RESERVED FOR RECORDER'S USE,

FILED FOR RECORD CEARN CO. WASH.

TRANSAMERICA TITLE INS. CO. DEC 17 8 10 AM '70

AUDITOR DUN BONKER 3

# Transamerica lifte insurance Go A Service of Transamerica Corporation G 565'784 Filled for Record at Request of Mail to

FILED FOR RECORD

SAMERICA TITLE INS. CO.

DEC 17. 8 10 AH 70 .0.

AUDITOR DON BONKER 2

Sec. 61, see Ald. No.

Statutory Warranty Deed

\$\frac{15.46}{\text{form 46.7}} \text{ Indo been paid}
\text{Rop1, #8.229.2} \text{Date/2-16.70}

THE GRANTOR

City and State.

MYRTLE BORST, as her separate estate

Porothy Carlson
Clark County Treasurer

Ch. 11 Rov. Laws 1951

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

in hand paid, conveys and warrants to JOHN C. MELYEA and PEARL E. MELYEA (husband and wife)

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

CLARK

, State of



The west 54 feet of the south 150 feet of the following described tract:

Beginning at a point 70 rods North of the Southwest corner of the northwest quarter of Section 10, Township 4 North, dange 1 East of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the place of beginning.

#### EXCEPTIONS:



Easement, including the terms and provisions thereof, granted to Pacific Northwest Pipeline Corporation, a Delaware corp., by instrument recorded April 13, 1956 under Auditor's File No. G 192950, for the transporation of oil, gas and the products thereof, on, over and through subject property.

Dated this	24 th (6)	day of	November	, 19 70
		M	liptle Borst	~ , (SEAL)
amima on w	A CTTINI OFFICE			
STATE OF W	VASHINGTON, SS.			

On this day personally appeared before me Myrtle Borst,

to mid knowledged that and signed the same as her free and voluntary act and deed, for the same purposes therein mentioned.

GIVEN under me hand and official seal this 24th day of November , 1970

Notely Public in and for the State of Washington, residing at Al.

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	$(\mathcal{A}^{\mathcal{A}})$
	FILED FOR RECORD 739638 G 540988 G 546605
,	TO THE SOLUTION OF THE SOLUTIO
	Man Languery 25 731933 CLARK CO. WASH
	NOV 26   51 PM '69 OUIT CLAIM DEED AND 7 2 HD PH 100 200
	AUDITOR UDN BONKER
e e	THE GRANTOR Samuel Stowart 2306 11. Granton One
	for love and affection
	conveysand quit claim to Myrble Borst
`` <sub>1</sub>	the following described real estate,
	situated in the County of Clark , State of Washington including
	any interest therein which grantor may hereafter acquire:
	The Wist 54 feet of the South 150 feet of the following described tract: Beginning at a point 70 rods north of the Southwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence South 20 rods; thence West 40 rods to the place of beginning.
•	EXUEPTING gas pipe line right of way as per deed Book D22, page 224.
	Red Estato Enclose Tax
	Ch. 11 Rev. 1. vvs 1951 (1)  EXCENSIVE
	Affel # 78/16 Mars 8-7-1969
*	Por defeit a could soo
	C
•	By Mr Shaw
	Dopuly,
	the
	DATED this day of August, 1969.
	Survey Edmant
	weenfully are
	STATE OF WASHINGTON )
	<b>S</b> \$5
	County of Clark )
	On this day personally appeared before me <u>Samuel Stewart</u> to me known to be the
* .	individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.  GIVEN under my hand and official seal this day of the same as his free and voluntary act and deed had been accounted by the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same as his free and voluntary act and seal this day of the same act and the
	9-11. On 1200 15 18
LAW OFFICES Robinson, Lander "Memovich, Lans Whitesides & M	Notary Public in and for the State Wall of the Wall of
" 1111 Broadw ancouver, Washingt	ly

731933

QUIT CLAIM DEED

G 540.988

FILED FOR RECORD

CLARK CO. WASH.

AUG 7 2 45 PH '69 200

AUDITOR UON BONKER

THE GRA	ANTOR <u>Samuel Ster</u>	vart	(	Forceund Or
for love and	i alfection	1		
conveysand quit	claimato Myrthle Ro	orat		
		the follow	ing described rea	l estate,
situated in the	County of Clark	, St	ate of Washington	including
		nay hereafter acquire:	•	•
aeserioe Southwes Township and runn	ed tract: Beginni et corner of the N M Worth, Kange l ding thence Worth both 20 rods; the	touth 150 foet of ting at a point 70 reforthwest quarter o. East of the Willan 20 rods; thence Earnee Horth #0 rods	ods north of th f Section 10, mette Meridian at 40 rods:	
ихскраты разе 224	G was pipe line r	ight of way as per	deed Book D22	•
		L	5 To the Tax 1 1 151 2 16 The St. 7-1969 15 15 151 169	7
		Alla		
		By 7773	Share gury	
DATED th		Mujust	, 19 <sub>.09</sub>	
	, ,	Lesennel .	gianar-	***************************************
STATE OF WASHING	TON ) ss			
County of	\			
On this	day personally appear	red before me	ue l. stowart	
acknowledged tha for the uses and GIVEN un	t signed the c	suted the within and for the same as 11; free an itioned.	oregoing instrumer	Dr. and
o≠ elm.		Istelle 11	11 Lisa	1010/0
rb, 1h		Notary Public in Washington, resid	and for the State ling at vancouve	0f 11 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
93660				DE'A

#### Iransamerica lifle Insurance Co THIS SPACE RESERVED FOR RECORDER'S USE A Service of Transamerica Corporation G 565784 Filed for Regard at Request of Mail to FILED FOR RECOR AMERICA TITLE INS. CO. DEC 17. 8 10 AH '70 AUDITOR OOK BONKER ? Keal Estate Excise Tax Ch. 11 Rov. Laws 1951 15.00 has been pald Statutory Warranty Deed Repl. # 8 2292 Dato/2-/6: Sec. 61, see Ald. No. Borothy Carlson THE GRANTOR MYRTLE BORST, as her separate estate Clark County Treasurer TEN DOLLARS (\$10.00) and other valuable for and in consideration of JOHN C. RELYEA and PEARL E. RELYEA (husband and wife) in hand paid, conveys and warrants to the following described real estate, situated in the County of CLARK , State of Washington: The west 54 feet of the south 150 feet of the following described tract: Beginning at a point 70 rods North of the Southwest corner of the northwest quarter of Section 10, Township 4 North, dange 1 Last of the Willamette Meridian and running thence North 20 rods; thence East 40 rods; thence South 20 rods; thence West 40 rods to the place of beginning.





Easement, including the terms and provisions thereof, granted to Pacific Northwest Pipeline Corporation, a Delaware corp., by instrument recorded April 13, 1956 under Auditor's File No. G 192950, for the transporation of oil, gas and the products thereof, on, over and through subject property.

Dated this	24th	day of	november	, 19 70.
		. <u>./).</u>	lipter Borst	(SEAL)
STATE OF W	ASHINGTON,			(SEAL)
County of Th	URSTON SS.			•
And Links of Agents	y personally appeared before	_		l foregoing instrument, and
Sackhowledged i	hat, she signed ses therein mentioned.	I the same as h	er free and vol	untary act and deed, for the
GIVEN ur	ider my hand and official s	seal this 24 a	esselvet in	Elli, 1970
Minus Wall	HILLIAM SOUR	·	Notedy Public in and for residing at Olymon	the State of Washington,



# SALES HISTORY

Parcel 211525000

903 NW 316TH CIR, RIDGEFIELD, WA 98642



#### SALES HISTORY: PARCEL(S) 211525000

Nelson, Tiffany

Statutory Warranty Deed

Nelson, Kevin

5767337 - 07/2020

Arkoosh, George II

Arkoosh, Lizabeth

Λ

Arkoosh, George II

Arkoosh, Lizabeth

Statutory Warranty Deed

5014609 - 09/2013

Zuver, David L.

Zuver, Julie A.

Λ

Zuver, David L.

Zuver, Julie A.

**Statutory Warranty Deed** 

3965299 - 03/2005

Northstar Equities LLC.

Λ

Northstar Equities LLC.

**Statutory Warranty Deed** 

3813496 - 04/2004

Chon, Young Ja

Chon, Jin Hwa

Λ

Chon, Young Ja

Chon, Jin Hwa

**Statutory Warranty Deed (Fulfillment)** 

3221168 - 05/2000

Adams, Wayne C.

Adams, Violet M.

Λ

Page 1 of 2

#### SALES HISTORY: PARCEL(S) 211525000

Chon, Young Ja

Quit Claim Deed

9606120116 - 06/1996

Chon, Chong Su

Chon, Young Ja

Λ

Chon, Jin Hwa

Quit Claim Deed

9606120115 - 06/1996

Kim, Jung Hak

Chon, Jin Hwa

Λ

Chon, Young Ja

**Real Estate Contract** 

Chon, Jin Hwa

9606120113 - 06/1996

Adams, Wayne C.

Adams, Violet M. - Trustees

Of the Wayne and Violet Adams Living Trust

Λ

Adams, Wayne C.

Quit Claim Deed

Adams, Violet M. - Trustees

9308250051 - 08/1993

Of the Wayne and Violet Adams Living Trust

Adams, Wayne C.

Adams, Violet M.

Λ

Adams, Wayne C.

**Statutory Warranty Deed** 

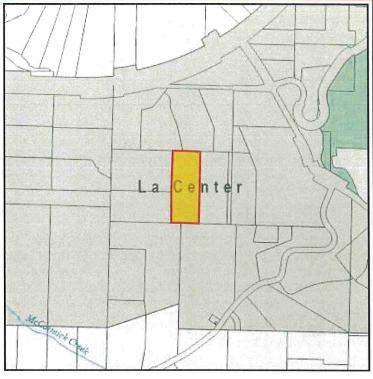
Adams, Violet M. G 424283 – 08/1965

Fouch, Irven T. & Fouch Marjorie A.

Page 2 of 2



General Information	
Property Account	211525000
Site Address	903 NW 316TH CIR, RIDGEFIELD, WA 98642
Legal Desc	#91 SEC 10 T4N R1EWM 5.46A
Owner	NELSON TIFFANY & NELSON KEVIN
Mail Address	903 NW 316TH CIR RIDGEFIELD WA , 98642
Tax Status	Regular
Property Status	Active
Area (approx.)	237,838 sq. ft. / 5.46 acres
Section-Township- Range	NW 1/4,S10,T4N,R1E
Assessment (2024 Values for 2	2025 Taxes)
Land Value	\$329,382.00
Building Value	\$623,902.00
Total Property Value	\$953,284.00
Total Taxable Value	\$953,284.00
Most Recent Sale	
Sale Date	07/31/2020
Document Type	D-SWD
Sale Number	825231
Sale Amount	\$800,000.00
Administrative	
Jurisdiction	La Center
Land Use Planning	P 1
Comprehensive Plan Designat	ion UL
Comprehensive Plan Designat Comprehensive Plan Overlay(s	
Comprehensive Plan Overlay(	s) none
Comprehensive Plan Overlay(s Urban Growth Area	s) none  La Center  Low Density Residential (LDR-
Comprehensive Plan Overlay(s Urban Growth Area Zoning Designation - <u>Codes</u>	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s) Miscellaneous	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay  District
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01 n/a
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood	s) none La Center Low Density Residential (LDR-7.5) Sensitive Utility Corridor Overlay District 403.01 n/a n/a
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  n/a
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No  AMR
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Area	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Area Police Jurisdiction	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Area Police Jurisdiction Schools	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue ea No  La Center Police Dept  La Center
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Are Police Jurisdiction Schools School District Name Elementary School Attendance	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue  a No  La Center Police Dept  La Center  e La Center
Comprehensive Plan Overlay(s) Urban Growth Area Zoning Designation - Codes Zoning Overlay(s)  Miscellaneous Census Tract Drainage District Neighborhood Park District  Public Safety Burning Allowed EMS Response Area Fire District Increased Wildfire Danger Are Police Jurisdiction Schools School District Name Elementary School Attendance Area	s) none  La Center  Low Density Residential (LDR-7.5)  Sensitive Utility Corridor Overlay District  403.01  n/a  n/a  n/a  No  AMR  Clark-Cowlitz Fire Rescue ea No  La Center Police Dept  La Center  e La Center



#### **Environmental Public Health**

Public Health Food Inspector District	District 3
Public Health Food Plan Review Area	District A
Public Health WRAP Inspector District	District 2

#### **Wetlands and Soil Types**

Critical Aquifer Recharge Area	Category 2 Recharge Areas
FEMA Map / FIRM Panel	53011C0206E 53015C1010G
Flood Hazard Area	Outside Flood Area
Shoreline Designation	none
Soil Types / Class	Non-Hydric / GeB Non-Hydric / HoB Hydric / OdB
Water Resource Inventory Area	Name: LEWIS Sub-Basin: East Fork Lewis
Watershed	East Fork Lewis River
Sub Watershed	McCormick Creek
Wetland Class	
Wetland Inventory	No Mapping Indicators
Geological Hazards	
Geological Hazard	Areas of Potential Instability
Liquefaction	Very Low to Low
NEHRP Class	С
21	

Geological Hazard	Areas of Potential Instability	
Liquefaction	Very Low to Low	
NEHRP Class	С	
Slope Stability		

#### **Development Moratorium**

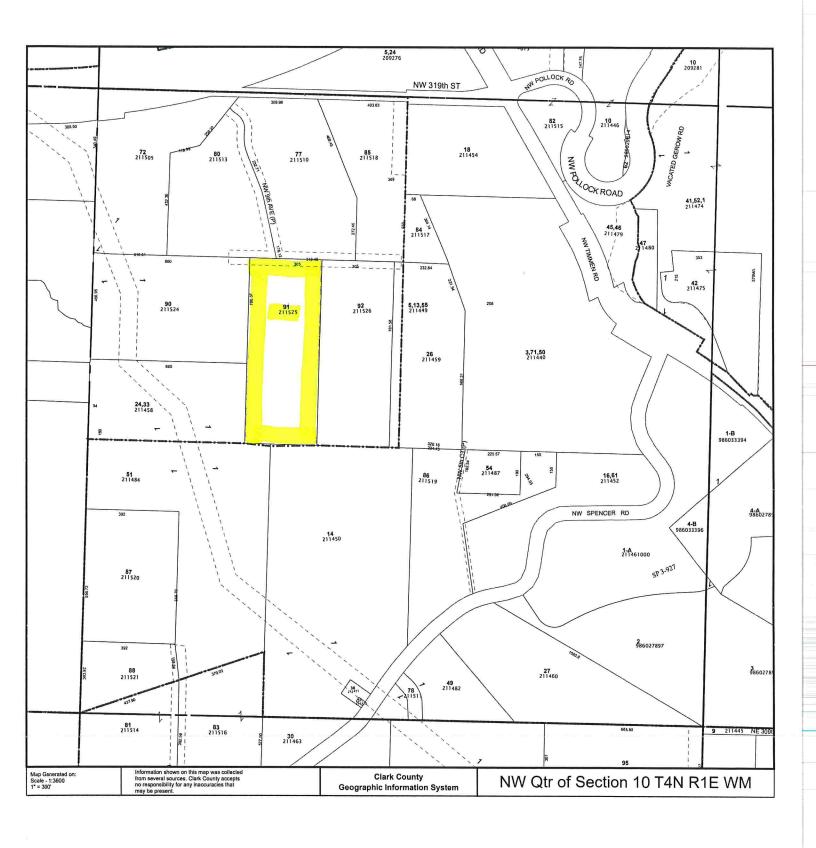
none

#### **Cultural Resources**

Archaeological Probability	Moderate
	Moderate-High
	High

C-TRAN Public Transportation	Yes	Archaeological Site Buffer	No
Benefit Area	**************************************	Historic Site	No Mapping Indicators
Traffic Impact Fee (TIF) District	La Center		
Transportation Analysis Zone	2106	Habitat and Species Resources	
Utilities	Hyproxi <del>ani ku ku ny mahaida mingiya di ku</del> ti ku ku ny mahanya mina mahain mahain mahain mahain mahain mahain mah	Habitat and Species Impacts	Yes
CPU Lighting Utility District	n/a	Riparian Habitat Area:	Seasonal Stream
Last Street Sweeping	n/a		
Sewer District	Rural/Resource		
Waste Collection Provider	Waste Connections		
Water District	Clark Public Utilities		

Disclaimer: Clark County does not warrant the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. RCW 42.56.070(8) prohibits releasing and/or using fists of individuals gathered from this site for commercial purposes.



825231 - \$13345.00 - WFG Clark Coun - Kimberly Gray - 07/31/2020

5767337 D

Total Pages: 3 Rec Fee: \$105.50

eRecorded in Clark County, WA 07/31/2020 09:53 AM

WFG CLARK COUNTY-RESWARE
SIMPLIFILE LC E-RECORDING

AFTER RECORDING MAIL TO: Tiffany Nelson and Kevin Nelson 903 NW 316th Circle Ridgefield, WA 98642

Filed for Record at Request of: WFG National Title Company of Clark County WA, LLC

Escrow Number: 20-247308

**Statutory Warranty Deed** 

Abbreviated Legal:

TAX LOT #91 SECT 10 T4N R1E

Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 211525-000

THE GRANTOR George Arkoosh II and Lizabeth Arkoosh, husband and wife, for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Tiffany Nelson and Kevin Nelson, wife and husband, the following described real estate, situated in the County of Clark, State of Washington:

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

SUBJECT TO: Covenants, conditions, restrictions, easements and encumbrances of record as of the date hereof.

Dated th/s/\_\_\_

Géorge Arkoosh II

Lizabeth Arkoosh

STATE OF WASHINGTON	}	
County of Clark		
the person(s) who appeared before me,	evidence that George Arkoosh II and Lizabeth Arkoosh is are and said person(s) acknowledged that he/she/they signed this his/he/their free and voluntary act for the uses and purposes	
Dated this 30th day of July, 2020		
Notary Public in and for the State of WASHINGTON Residing at: WASHINGTON My appointment expires: HI WASHINGTON  PUBLIC  PUBLIC		

## EXHIBIT "A" LEGAL DESCRIPTION TO STATUTORY WARRANTY DEED

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10; thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a ½ inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING; thence continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a ½ inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a ½ inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the true point of beginning.

TOGETHER WITH An easement for ingress, egress and utilities 60 feet in width, the centerline of which is described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING; thence following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a ½ Inch iron rod at the terminus of said easement centerline; thence from said Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a ½ Inch Iron rod at the terminus of sald easement centerline.

SITUATE IN THE COUNTY OF CLARK, STATE OF WASHINGTON.



When recorded return to: George Arkoosh 903 NW 316th Circle Ridgefield, WA 98642

Filed for record at the request of:



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

Real Estate Excise Tax Ch. 11 Rov. Laws 1951 8900 Mas b

has been paid Date 976-13

Sec. 61, see Affd. No. Doug Lasher

County Treasurer Deputy

Escrow No.: 622-54945

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) David L. Zuver and Julle A. Zuver, 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 George Arkoosh, Il and Lizabeth Arkoosh, husband and wife

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

Parcel # 211525-000

PARCEL I:

That portion of the North half of the Northwest guarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10; thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1/2 inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING; thence continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline. South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a ½ inch Iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a 1/2 inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the true point of beginning.

PARCEL II:

An easement for ingress, egress and utilities 60 feet in width, the centerline of which is described

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING: thence following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38,02 feet; thence South 54°00'00" East 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East 178.12 feet, sald point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a 1/2 inch iron rod at the terminus of said easement centerline; thence from said Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a ½ inch iron rod at the

#### STATUTORY WARRANTY DEED

(continued)

terminus of said easement centerline.

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

Tax Parcel Number(s): 211525-000

Subject to:

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

Dated: September 11, 2013

Dallo L. Zuver

ulii (1

State of Washington

County of Clark

I certify that I know or have satisfactory evidence that David L. Zuver and Julie A. Zuver 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

Dated: September 11, 2013

Shelly A. Farra Michael V. Study Notary Public in and for the State of Washington Residing at: Gamas, WA Battle Crounce

My appointment expires: November 29, 2014

AUGUST 15, 2016

MICHELE V. SILAGY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES AUGUST 15, 2016

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 07.30.13

Page 2 of 4

WA-CT-FVAN-02150.622486-822-54945

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

#### Exceptions

- 1. Taxes and assessments as they are due and payable.
- 2. Assessments, if any, levied by City of La Center.
- 3. Road Maintenance Agreement:

Recording Date:

April 20, 1989

Recording No.:

8904200041

4. Road Maintenance Agreement:

Recording Date:

June 12, 1996

Recording No.:

9606120114

5. Water Users Easement and Agreement

Recording Date:

February 24, 2005

Recording No.:

3950117

said premises and other property

6. White Water Aerobic Sewage Treatment System Agreement:

Recording Date:

November 16, 2004

Recording No.:

3907858

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a 7. document:

in favor of:

Inland Power & Light Company, an Oregon corporation

Purpose: Recording Date: pole line for transmission of electric current February 16, 1931

Recording No.:

D 1231, Book 214, Page 90

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

In favor of:

Pacific Northwest Pipeline Corporation, a Delaware corporation A pipeline or pipelines for the transportation of oil, gas and the products

Purpose:

thereof Recording Date:

Recording No.:

February 20, 1956 G 188944, Book D-20, Page 43

Amended by instrument(s):

Recording Date:

May 18, 1973

Recording No:

G 634616

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a 9. document:

In favor of:

Public Utility District No. 1 of Clark County

Purpose:

For transmission of electric energy, including communication facilities

Recording Date:

November 13, 1979

Recording No.:

7911130001

Northerly portion of said premises and other property

10. 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

Purpose:

For transmission of electric energy, including communication facilities

Recording Date: Recording No.:

November 13, 1979 7911130007

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

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 07.30.13

Page 3 of 4

WA-CT-FVAN-02150.622486-622-54845

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

Exceptions (continued)

document:

In favor of:

Adjacent Property Owners Ingress, egress and utilities February 11, 1980 8002110004 Northerly portion of said premises

Purpose: Recording Date: Recording No.: Affects:

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 07 30.13

Page 4 of 4

WA-CT-FVAN-02150.622486-622-54945

When Recorded Return to: David L. Zuver 903 NW 316th Circle Ridgefield WA 98642



Real Estate Excise Tax Ch. 11 Rev. Laws 1951 Sec. 61, see Affd, No. Doug Lashe Clark County Ti By

**ORDER NO: K143999 DLD** 

#### CHICAGO TITLE INSURANCE COMPANY STATUTORY WARRANTY DEED

THE GRANTOR Northstar Equities LLC, a Washington limited liability company

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to

David L. Zuver and Julie A. Zuver, 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

Tax Account No.:

211525-000

Abbreviated Legal: Section Portion of 10 Township 4 North Range 1 East

3-25,05

Northstar Equities LLC BY: Theodore R. Webber, Member

STATE OF WASHINGTON COUNTY OF CLARK

certify that I know or have satisfactory evidence that Dan Davis and Theodore R, Webber to me known to be the members of Northstar Equities LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath state that they are authorized to execute the said instrument on behalf of said entity.

Notery Public in and for the State of Washi Residing at Vancouver

My appointment expires: January 15, 2006

111

LP8 No. 10



#### CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 'A'

DESCRIPTION:

ORDER NO: K143999 DLD

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10; thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a ½ inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING; thence continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a ½ inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a ½ inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the true point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities 60 feet in width, the centerline of which is described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING; thence following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a ½ inch iron rod at the terminus of said easement centerline; thence from said Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a ½ inch iron rod at the terminus of said easement centerline.

#### SUBJECT TO:

- 1. Taxes and assessments as they become due and payable.
- Agreement, including its terms, covenants and provisions;

Between:

Adjacent Property Owners

Dated:

January 27, 1989

Recorded:

April 20, 1989

Auditor's File No.:

8904200041

For:

road maintenance

**Affects** 

said premises and other property



Exhibit AContinued...

Agreement, including its terms, covenants and provisions;

Between:

Adjacent Property Owners

Dated:

June 5, 1996

Recorded: Auditor's File No.:

June 12, 1996 9606120114

For:

road maintenance

White Water Aerobic Sewage Treatment System Agreement, including its terms,

covenants and provisions;

Between:

Mike Harris Septic Service and Dan Davis

Dated:

November 15, 2004

Recorded:

November 16, 2004 3907858

Auditor's File No.:

5. Easement, including its terms, covenants and provisions as disclosed by

instrument;

Dated:

October 17, 1929 February 16, 1931

Recorded: Auditor's File No.:

D 1231, Book 214, Page 90

in favor of:

Inland Power & Light Company, an Oregon corporation pole line for transmission of electric current

For: Affects:

said premises and other property, blanket in nature

Easement, including its terms, covenants and provisions as disclosed by

instrument;

Dated:

January 4, 1956

Recorded:

February 20, 1956

Auditor's File No.:

G 188944, Book D-20, Page 43

In favor of:

Pacific Northwest Pipeline Corporation, a Delaware

corporation

For:

a pipeline or pipelines for the transportation of oil, gas and

the products thereof

Affects:

said premises and other property, blanket in nature

Said instrument has been Amended by the following instrument;

Recorded:

May 18, 1973

Auditor's File No.: G 634616

Affects:

said premises and other property, blanket in nature

Easement, including the terms, covenants and provisions thereof, as granted by

instrument;

Recorded:

November 13, 1979

Auditor's File No.:

7911130001

Records of:

Clark County, Washington

To:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY

Purpose:

111

for transmission of electric energy, including communication

facilities

Affects:

Northerly portion of said premises and other propoerty

LPB No. 10



Exhibit AContinued...

8. Easement, including the terms, covenants and provisions thereof, as granted by

instrument;

Recorded:

November 13, 1979

Auditor's File No.:

7911130007

Records of:

To: Purpose: Clark County, Washington
PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY for transmission of electric energy, including communication

facilities

Affects:

said premises

Easement, including its terms, covenants and provisions as disclosed by

instrument:

Dated:

January 30, 1980

Recorded:

February 11, 1980

Auditor's File No.:

8002110004 and mesne documents of record

In favor of:

Adjacent Property Owners

For:

ingress, egress and utilities

Affects:

Northerly portion of said premises

LPB No. 10

111



When Recorded Return to: Northstar Equities, LLC 6538 NE 239th Street Battle Ground WA 98604

Hear Estata excise tax Ch. 11 Rev. Laws 1951 has been paid Recp.#53964 Sec. 61, see Affd. No. Doug Lasher Clark County Treasurer BY Deputy

ORDER NO: K137284 DLD

82

CHICAGO TITLE INSURANCE COMPANY STATUTORY WARRANTY DEED

THE GRANTOR Young Ja Chon, as her separate estate and Jln Hwa Chon, as her separate estate

for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION WHICH IS PAID TO A QUALIFIED INTERMEDIARY AS PART OF A 1031 DEFERRED EXCHANGE

in hand paid, conveys and warrants to

Northstar Equities, LLC, a WashIngton limited liability company

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

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

Tax Account No. :

211525-000

Abbreviated Legal: Section 10 Township 4 North Range 1 East

Houng Ja Chon

Jin Hwa Chon

STATE OF WASHINGTON

COUNTY OF COUNTY OF COUNTY OF I LANGUAGE COUNTY OF COUNT 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/

061 2004

Notary Public in and for the State of Washington Residing at

Universi

My appointment expires:

LPB No. 10



#### CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 'A'

DESCRIPTION:

**ORDER NO: K137284 DLD** 

That portion of the North half of the Northwest quarter of Section 10, Township 4 North. Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10; thence South 0.740'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a ½ inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING; thence continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a ½ inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88'18'32" West along said North line and its extension 305.00 feet to a ½ inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the true point of beginning.

TOGETHER WITH an easement for ingress, egress and utilities 60 feet in width, the centerline of which is described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING; thence following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a ½ inch iron rod at the terminus of said easement centerline; thence from said Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a ½ inch iron rod at the terminus of said easement centerline.

#### SUBJECT TO:

- Taxes and assessments as they become due and payable.
- 2. Agreement, including its terms, covenants and provisions;

Between:

Adjacent Property Owners

Dated:

January 27, 1989

Recorded:

April 20, 1989

Auditor's File No.:

8904200041

For:

road maintenance

Affects

said premises and other property



Exhibit AContinued...

3. Agreement, including its terms, covenants and provisions;

Between:

Adjacent Property Owners

Dated:

June 5, 1996 June 12, 1996

Recorded:
Auditor's File No.:

9606120114

For

road maintenance

4. Easement, including its terms, covenants and provisions as disclosed by

instrument;

Dated:

October 17, 1929

Recorded:

February 16, 1931

Auditor's File No.:

D 1231, Book 214, Page 90

In favor of:

Inland Power & Light Company, an Oregon corporation

For:

pole line for transmission of electric current

Affects:

said premises and other property, blanket in nature

5. Easement, including its terms, covenants and provisions as disclosed by

instrument:

Dated:

January 4, 1956

Recorded:

February 20, 1956

Auditor's File No.:

G 188944, Book D-20, Page 43

In favor of:

Pacific Northwest Pipeline Corporation, a Delaware

corporation

For:

a pipeline or pipelines for the transportation of oil, gas and

the products thereof

Affects:

said premises and other property, blanket in nature

Said instrument has been Amended by the following instrument;

Recorded:

May 18, 1973

Auditor's File No.:

G 634616

Affects:

said premises and other property, blanket in nature

6. Easement, including the terms, covenants and provisions thereof, as granted by

instrument;

Recorded:

November 13, 1979

Auditor's File No.:

7911130001

Records of:

Clark County, Washington

To:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY

Purpose:

for transmission of electric energy, including communication

facilities

Affects:

Northerly portion of said premises and other propoerty

7. Easement, including the terms, covenants and provisions thereof, as granted by

instrument;

Recorded:

November 13, 1979

Auditor's File No.:

7911130007

Records of:

Clark County, Washington

To:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY

Purpose:

for transmission of electric energy, including communication

facilities

Affects:

said premises

LPB No. 10

3813496
Page: 4 of 4
04/14/2004 08:52A
22.00 Clark County, WA

Exhibit AContinued...

8. Easement, including its terms, covenants and provisions as disclosed by

instrument;

Dated:

January 30, 1980

Recorded:

February 11, 1980

Auditor's File No.:

8002110004 and mesne documents of record

In favor of:

Adjacent Property Owners

For:

ingress, egress and utilities

Affects:

Northerly portion of said premises



AFIER	RECORDING MAIL TO:			
Name	Jin Hwa Chon	Real Estate Excise Ch. 11 Rev. Laws	Tax	
Address	616 4th Ave. W. #102	EXEMPT	-1-1	
	Seattle, WA 98119	Date_	<u>5124100</u>	
City/State		for Details of tax pal		
Daguman	nt Title(s): (or transactions contained th	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	8162.	
	atutory Warranty Deed (Fu		A. T. C.	First American Title
2.	<b>D</b> ;	-	Mary Com	Insurance Company
3.		C	bpint.	
4.				
Reference	e Number(s) of Documents assign	ned or released:		
9	606120113 EXC 3981	62		
□ A	dditional numbers on page	_ of document	-this space ju	r title company use only)
1. ADAMS 2. 3. 4. 5.	s): (Last name first, then first name and i , Wayne C. and Violet M.  dditional names on page  s): (Last name first, then first name and is , Young Ja , Jin Hwa	of document		
3. 4.				
	dditional names on page	of document		
Abbrevia Parcel Sectio	ited Legal Description as follows:	: ti.e. lot/block/plat or secti ne North half of Range 1 East of t	the Northwe	st quarter of
	omplete legal description is on pag	ge of docume	nt	
Assessor'	s Property Tax Parcel / Account	Number(s):		
211525-	-000 (PARCEL A)			



## First American Title INSURANCE COMPANY

This Space Reserved For Recorder's Use:

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

Name J	In Hwa	Chon	
Address	616	4th Ave. W. #102	
City, State	, Zip	Seattle, WA. 98119	

(FULFILLMENT) **Statutory Warranty Deed** 

THE GRANTOR WAYNE G. ADAMS and VIOLET M. ADAMS, husband and wife, Trustees of the WAYNE AND VIOLET ADAMS Living Trust

for and in consideration of FULFILLMENT OF REAL ESTATE CONTRACT

in hand paid, conveys and warrants to YOUNG JA CHON, a married woman as her separate estate, and JIN HWA CHON, a married woman as her separate estate,

the following described real estate, situated in the County of

CLARK

, State of Washington:

SEE ATTACHED EXHIBIT "A" WHICH BY THIS REFERENCE FORMS A PART HEREOF

	given in fulfillmer	, 19	and condit	loned for	r the conver	vance of the	above describe	ed property.
under the purch	its of warranty herein of laser in said contract, absequent to the date of	contained shall and shall not	not apply apply to a	to any tit	lle, interest	or encumbran	ce arising by,	through or
Real Estate Exci	ise Tax was paid on thi	s sale or stam	ed exempt	ao		, Ro	ec. No.	
Dated this	05	day	of June	,	1996			
By G. Aug. WAYNE C.	d adams	nz	Ву	VIOLET	M. ADAM	Me Ad	kmes)	th Mhorindrindrin and 1 t
Ву			Ву			*************		***************************************
STATE OF WA	SHINGTON CLARK	}}ss	3					
I certi	ify that I know or have	satisfactory o	idence that	WAYN	NE C. ADA	MS AND VI	OLET M. AI	RMAC
	are the pe	rson s w	ho appeared	before r	ne, and said	person	s acknowledge	ed that
they signed	i this instrument, on or	ath stated that	they	are a	uthorized to	execute the in	strument and a	cknowl-
of WAYNE AN	D VIOLET ADAMS	LIVING TRU	ST		to b	e the free and	l voluntary ac	t of such
party for the u	ses and purposes menti	oned in this in	strument.					
Dated:	une 6, 1996	<del></del>			) a.c.	1710	un	
			MARY MO	REY		/		
r							HINGTON	······································
- 1	NOTA THE	N. Company	Residing a	at <u>VAN</u> C	COUVER			
- 1	NOTARY PUE	ilia 1	My appoi	niment ex	(pires: <u>6</u> /	25/96		
1								
1	COMMISSION EXPL	RES						
	JUNE 25, 1996							LPB-11



EXHIBIT "A"

No.: A-53438

#### PARCEL A

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10, thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1 inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING.

THENCE continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a 1/2 inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a 1/2 inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter 779.16 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO and easement for ingress, egress and utilities 60 feet in width the centerline of which is, described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter 606.34 feet to the TRUE POINT OF BEGINNING.

THENCE following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East, 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West, 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East, 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 thence South 12°40'00" East, 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter 203.56 feet to a 1/2 inch iron rod at the terminus of said easement centerline; Thence from Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter 526.44 feet to a 1/2 inch iron rod at the terminus of said easement centerline.

 $\partial \dot{\Sigma}_{\rm total}$ 

3606120116	q
	This Space Reserved For Recorder's Use:
filed for Record at Request of	
irst American Title	
FTER RECORDING MAIL TO:	
ame YOUNG JA CHON	
ddress 1812 E 32ND ST.	
ity, State, Zip VANCOUVER, WA 98663	
acrow No. 961935	
AS3438 QUIT CLAIM DEED	
THE GRANTOR CHONG SU CHON, a married man whose wife is	YOUNG JA CHON
for and in consideration of TO SEPARATE COMMUNITY PROPERTY	
conveys and quit claims to YOUNG JA CHON, a married woman as her se	parate estate,
the following described real estate, situated in the County of CLARK all after acquired title of the grantor(s) therein:	State of Washington, together with

SEE ATTACHED EXHIBIT "A" WHICH BY THIS REFERENCE FORMS A PART HEREOF

	Real Estate Excise Yax Ch. 11 Rev. Laws 1951 EXEMPT Affd# 398/5/ Date 6-12- For details of tax paid see Affd.#
Dated June 05, 19 96  CHONG SU PHON	Doug Laster Clark County Trossyrer  By  Deputy
STATE OF WASHINGTON COUNTY OF	
I certify that I know or have satisfactory evidence that  is the person who appeared  he signed this instrument and acknowledged it to be mentioned in this instrument.  Dated: 1996	before me, and said personacknowledged that his _ free and voluntary act for the uses and purposes
MARY MOREY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 12501	blicing Dances,  Ty Alcielly blic in and for the State of Wastring ton  at Vall couver  at ment expires: 6.25-96

LPB-12

#### PARCEL A

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

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Thence from Point "A" South  $88^{\circ}32'09$ " Bast parallel with the North line of said Northwest quarter 526.44 feet to a 1/2 inch from rod at the terminus of said easement centerline.

-Continued-

EXHIBIT "A"
Legal Description - continued

FIRST AMERICAN TITLE CO. Jun 12 11 30 AM '96 A-53438 Page 2 PARCEL B

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10, thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1/2 inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 965.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING.

THENCE continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 781.58 feet to a 1/2 inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line 305.00 feet to a 1/2 inch iron rod; thence leaving said North line, North 01°40'25" East parallel with the West line of said Northwest quarter, 780.37 feet to the TRUE POINT OF BEGINNING.

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Filed for Record at Request of

First American Title

AFTER RECORDING MAIL TO:

Name Young JA CHON

Address 1812 E 32ND ST,

City, State, Zip VANCOUVER, WA 98663

Escrow No. 961935 A - 534 38

## QUIT CLAIM DEED

THE GRANTOR JUNG HAK KIM, a married man whose wife is JIN HWA CHON

for and in consideration of TO SEPARATE COMMUNITY PROPERTY

conveys and quit claims to JIN HWA CHON, a married woman as her separate estate

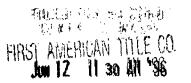
the following described real estate, situated in the County of GLARK all after acquired title of the grantor(s) therein:

State of Washington, together with

SEE ATTACHED EXHIBIT "A" WHICH BY THIS REFERENCE FORMS A PART HEREOF

				Real Estate Excise Tax
		•		Ch. 11 Rev. Laws 1951
				EXEMPT
			Affd#	98 152 Date 6-12
		1		For details of tax paid see
			Affd.#	
				Doug Lasher
	Dated June 05 19 9	16		Clark County Treasurer
	193	0	Ву	RU
				Deputy
		The state of the s		· · · · · · · · · · · · · · · · · · ·
	11/2-1 // / /			
/	JUNG HAK RIM			
-	JUNG HAK KIM			
	STATE OF WASHINGTON	_	· · · · · · · · · · · · · · · · · · ·	
	COUNTY OF CLARK	ss		
	, , , , , , , , , , , , , , , , , , ,			
	I certify that I know or have s	atisfactory evidence that JUNG HAK	' KTM	
			-	***************************************
	is the per	son who appeared before me, and	d said person	acknowledged that
	- Brita mortunion and ach	nowledged it to be his free and	voluntary act for th	e uses and nurnoses
		a/.		o does and purposes
	Dated: _ June 6 19	<u> 76</u>		
		17704	1 1000.	
	MARY MOREY	Mary Most Notary Public in and for Residing at 1200	- 11 / Our	
	NOTARY PUBLIC	Mary Month	24/ 1/30	1 × ×
	STATE OF WASHINGTON	Notary Public in and for	the State of	5 Mingion (
	ODMINISSION EXPIRES	Residing at 1/201/	CILLUTY P	/
	JUNE 25, 1996	My appointment expires:	Lo> 5-	/6

MXHIBIT "A"
Legal Description - continued



1.

N-53438 Page 2

FARCEL B

That portion of the North half of the Northwest guarter of Section 10, Township 4 North, Range 1 East of the Willematte Meridian, Clark County, Washington, described as 1011 bws!

BEGINNING at the Northwest corner of said Section 10, thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1/2 inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 965.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING.

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	This space Reserved For Recorder's Use:
Filed for Record at Request of	
First American Title AFTER RECORDING MAIL TO:	
Name WAYNE C. ADAMS	
Address 1025 NW 319TH ST.	
City, State, Zip RIDGEFIELD, WA 98642	
Serow No. 961935	

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.

# REAL ESTATE CONTRACT (RESIDENTIAL SHORT FORM)

as "seller" :	WAYNE C. ADAMS and VIOLET M. ADAMS, husband and wife, Trustees of the WAYN LET ADAMS Living Trust  and YOUNG JA CHON, a married woman as her separate estate, and JIN HWA CHON	 
as "Buyer."		ė
SEE AT	TACHED EXHIBIT "A" WHICH BY THIS REFERENCE FORMS A PART HEREOF	
	Real Estate Excise lax Ch. 11 Rev. Laws 1951	
	AX PARCEL NO. 211525-000 (PARCEL A)  1 787.53 has been heavy. Personal property, if any, included in the sale is as follows:  1 8 7 8 7.53 has been heavy. Personal property, if any, included in the sale is as follows:  1 8 8 9 8 10 9 10 9 10 9 10 9 10 9 10 9	n pakl -12-7
3. PERSON	AL PROPERTY. Personal property, if any, included in the sale is as follows sec. 81, see Add. No.  Oug Lapher Clark County Treasurer the purchase price is attributed to personal property.  See Add. No.  Oug Lapher Clark County Treasurer	-13-17
3. PERSON	RECOL # 2 / 8 / 9 2 Date 10 1 Date 10	-13-17

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c)	PAYMENT OF AMOUNT FINANCED BY SELLER.  Buyer agrees to pay the sum of \$50.544.50as follows:							
	\$512.66 or more at buyer's option on or before the Tenth day or							
	July , 19 96 including interest from June 10, 1996 at the rate of 9,000% per annum on the declining balance thereof; and a like amount or more							
	on or before the <u>10th</u> day of each and every <u>month</u> thereafter until paid in full.							
	Note: Fill in the date in the following two lines only if there is an early cash out date.							
NOTWITHS	TANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN							
FULL NOT	LATER THAN June 10, Ab/ 2001.							
	Payments are applied first to interest and then to principal. Payments shall be made at							

FIRST AMERICAN TITLE, 1700 SW Fourth Ave., Suite 103 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 issumed 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, penaltics, and

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) OBLI	GATIONS	TO BE	PAID BY	SELLER.	The Seller	agrees to	continue	to pay	from payment:	received
hereunder the	following	obligation	, which o	bligation m	ust be paid	in full whe	n Buyer p	ays the	purchase price i	in full;
That certain			dated	. 114 (**********************************		reco	orded as A	ΛF#		

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.
- (e) 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 attorney's 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:

Said lands have been reclassified as Farm and Agriculture for tax purposes. Easement recorded in Book 164, Page 407. Easement recorded under Auditor's File No. G 188944. Easement recorded under Auditor's File No. 7911130001. Easement recorded under Auditor's File No. 7911130007. Easement recorded under Auditor's File No. 7911130008. Road Maintenance Agreement recorded under Auditors File No. 8904200041. Easement recorded under Auditor's File No. 9308250051. Easement recorded under Auditor's File No. 9308250055. Road maintenance agreement shown on attached Exhibit "B".

#### 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.
- POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or , 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 penaltics 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 Clitizen'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 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 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.
- 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 depositied 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 Poreclosure. 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'S 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. ATTORNEY'S FEES AND COSTS. In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches,

incurred by the other party. The prevailing proceedings arising out of this Contract shall suit or proceedings.	party in any suit instituted arising be entitled to receive reasonable	out of this Contract and in any forfeiture attorney's fees and costs incurred in such
25. NOTICES. Notices shall be either pe by regular first class mail to Buyer at1812	rsonally served or shall be sent c E 32ND ST., VANCOUVER,	ertified mail, return receipt requested and WA 98663
(1) managed (1) of 1 and 11 and 11 and 12 an	F1 (4.4.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2.2	, and to Seller a
1025 NW 319TH ST. RIDGEFIELD.	WA 98 <u>642</u>	and a second sec
or such other addresses as either party may served or mailed. Notice to Seller shall also b	specify in writing to the other page sent to any institution receiving	arty. Notices shall be deemed given when payments on the Contract.
26. TIME FOR PERFORMANCE. Time Contract.	e is of the essence in performa	ance of any obligations pursuant to this
27. SUCCESSORS AND ASSIGNS. Subshall be binding on the heirs, successors and a	ject to any restrictions against a ussigns of the Seller and the Buyer	ssignment, the provisions of this Contract.
28. OPTIONAL PROVISION SUBSTI substitute for any personal property specified owns free and clear of any encumbrances. Bu in Paragraph 3 and future substitutions for su Commercial Code reflecting such security into	in Paragraph 3 herein other pers yer hereby grants Seller a security ch property and agrees to execute	interest in all personal property specified
SELLER	INITIALS:	BUYER
29. OPTIONAL PROVISION ALTI improvements on the property without the withheld,	ERATIONS. Buyer shall not prior written consent of Seller,	make any substantial alteration to the which consent will not be unreasonably
SELLER	INITIALS:	BUYER
11 12 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
The contraction of the contracti		and a supplementary to the sup
30. OPTIONAL PROVISION DUE ON (c) leases, (d) assigns, (e) contracts to convey forfeiture or foreclosure or trustee or sheriff' may at any time thereafter either raise the balance of the purchase price due and payable transfer or successive transfers in the nature stock shall enable Seller to take the above act to a spouse or child of Buyer, a transfer inheritance will not enable Seller to take any condemnor agrees in writing that the provis property entered into by the transferee.	, sell, lease or assign, (f) grants as sale of any of the Buyer's intensinterest rate on the balance of the fitters (a). If one or more of the entities of of items (a) through (g) above of ion. A lease of less than 3 years (incident to a marriage dissolution of the paragraphy action pursuant to this Paragra	est in the property or this Contract, Seller the purchase price or declare the entire comprising the Buyer is a corporation, any f 49% or more of the outstanding capital including options for renewals), a transfer to or condemnation, and a transfer by the provided the transferre other than a

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 penaltics 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 PERIOD periodic payments on the purchase price, I assessments and fire insurance premium as w Seller's reasonable estimate.	ISIIVET BOTEER IN NOV Vallar	BS AND INSURANCE. In addition to the such portion of the real estate taxes and mount due during the current year based on
The payments during the current year shall reserve payments from Buyer shall not accepremiums, if any, and debit the amounts so pain April of each year to reflect excess or defined ance to a minimum of \$10 at the time of adj	ld to the reserve account. Bu	when due all real estate taxes and insurance
SELLER	INITIALS:	BUYER
Carlotte Carrier Commission Commi		· In the continues of t
33. ADDENDA. Any addenda attached here	eto are a part of this Contract	
<ol> <li>ENTIRE AGREEMENT. This Contract agreements and understandings, written or orange.</li> <li>Buyer.</li> </ol>	t constitutes the entire agree,	ment of the parties and supercedes all prior ended only in writing executed by Seller and
IN WITNESS WHEREOF the parties have sign	ned and sealed this Contract the	ne day and year first above written.
SELLER		BUYER
a arrive Callani	Varia	2 Are Chang
WAYNE C. ADAMS	AC ONUOK,	CHOOL ACM
VIOLET M. ADAMS	- GIN HUK	CHON
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I certify that I know or have satisfactory  are the person s  they signed this instrument and acknowledge mentioned in this instrument.  Dated: , , , , , , , , , , , , , , , , , , ,	who appeared before me, ar	A CHON AND JIN HWA CHON  Indicated that the control of the uses and purposes the control of the uses and purposes.
11	10.	12.
MARY MOREY		ing Many
NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 1996	MARY MOREY  Notary Public in and for Residing at <u>VANCOUV</u> My appointment expires	the State of WASHINGTON
STATE OF WEShing for COUNTY OF Clark	<b>}</b> 58	
I certify that I know or have satisfactory		e ( Adams and
they signed this instrument, on oath stated the edged it as the NUSTRES of the Wayne and Velet Adams party for the uses and purposes mentioned in this	Living Trust	zed to execute the instrument and acknowl-
Dated: June 6, 1996	<i>!</i>	10.
	Notary Public in and for	The State of WASHINGTON
MARY MOREY	Residing at <u>CLARK</u> My appointment expires:	.6/25/96
NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES		
JUNE 25, 1096		LPB-44 ()

#### PARCEL A

That portion of the North half of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest dorner of said Section 10, thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1 inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING.

THENCE continuing South 88°32'09" East along said easement centerline 305.00 feet; thence leaving said centerline, South 01°40'25" West parallel with the West line of said Northwest quarter, 780.37 feet to a 1/2 inch iron rod on the North line of the Johnson tract as described under Auditor's File No. G 646627; thence North 88°18'32" West along said North line and its extension 305.00 feet to a 1/2 inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's File No. G 572615; thence North 01°40'25" East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter 779.16 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO and easement for ingress, egress and utilities 60 feet in width the centerline of which is, described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter 606.34 feet to the TRUE POINT OF BEGINNING.

THENCE following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet; thence South 54°00'00" East, 43.12 feet; thence along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet; thence South 07°00'00" West, 34.02 feet; thence along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet; thence South 26°00'00" East, 21.15 feet; thence along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet; thence South 12°40'00" East, 178.12 feet, said point hereinafter referred to as Point "A"; thence North 88°32'09" West parallel with the North line of said Northwest quarter 203.56 feet to a 1/2 inch iron rod at the terminus of said easement centerline;

Thence from Point "A" South 88°32'09" East parallel with the North line of said Northwest quarter 526.44 feet to a 1/2 inch iron rod at the terminus of said easement centerline.

EXHIBIT "B"

#### ROAD MAINTENANCE AGREEMENT

I the undersigned, Wayne C. Adams have designated a rightof-way, dated 1-8-79 from the survey in the North No.W. SECTION 10, T. 4N,R. IE, W.M. Clark County, Washington.

This road shall be used and maintained by all property owners.

The expenses or Maintenance shall be shared equally by all parties.

If this property is sold, the agreement shall run with the land.

Grantors Wayne G adamstrantees fruit to Chan

Walt madems Auf Wallet

FIRST AMERICAN TITLE CO. Jun 12 11 29 AM '96

AUDITO: ELIZABETH \ LUCE 1.00%

Filed for Record at Request of Wayne and Violet Adams

When recorded return to	
NAME	Wayne and Violet Adams
ADDRESS	1025 NW 319th Street
CITY, STATE, ZIP	Ridgefield WA 98642
SF	PACE ABOVE THIS LINE FOR RECORDER'S USE

#### QUIT CLAIM DEED

THE GRANTOR(S), Wayne C. Adams and Violet M. Adams, husband and wife, without consideration, convey and quit claim to The Wayne and Violet Adams Living Trust, and the initial trustee(s), Wayne and Violet Adams, 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;

See description in Exhibit A Quitclaim Deed for Lot 6 attached hereto and incorporated herein as if set out in full.

SUBJECT TO agreements, easements, reservations, restrictions, limitations, exceptions, covenants, rights of way and other rights of the public, zoning ordinances, deeds of trusts, mortgages, liens, taxes, assessments and encumbrances, if any.

Dated August 24 Violet M. Adams STATE OF WASHINGTON ) ss. COUNTY OF CLARK

On this day appeared before me Wayne C. Adams and Violet M. Adams 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.

Deputy

day of AUGUE GIVEN under my hand and official seal this Notary Public in and for the State of Washington, 

> Real Estate Excise Tax Ch. 11 Rev. Laws 1951 EXEMPT AHO# 355340 Data 8/2 For dutails of tax paid see Dong Lather Clark Gounty Treasurer

#### EXHIBIT A TO QUITCLAIM DEED FOR LOT 6

#### Lot 6:

That portion of the North half of the Northwest quarter of Section 10, Towship 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of said Section 10, thence South 01°40'25" West along the West line of said Northwest quarter of Section 10, 698.05 feet to a 1, inch iron rod; thence South 88°32'09" East parallel with the North line of said Northwest quarter, 660.00 feet to a point on the centerline of a 60 foot easement and the TRUE POINT OF BEGINNING;

THENCE continuing South 88°32'09" East along said easement center-line, 305.00 feet;

THENCE leaving said centerline, South 01°40' 25" West parallel with the West line of said Northwest quarter, 780.37 feet to a 1/2 inch iron rod on the Northline of the Johnson tract as described under Auditor's File No. G-646627;

THENCE North 88°18'32" West along said North line and its extension, 305,00 feet to a 1/2 inch iron rod at the Southeast corner of the Relyea tract as recorded under Auditor's file No. G-572615;

THENCE North 01°40'25° East along the East line of said Relyea tract and the extension thereof, parallel with the West line of said Northwest quarter, 779.16 feet to the TRUE POINT OF BEGIINNING

Containing 5.46 acres, more or less.

SUBJECT TO easements and restrictions of record.

TOGETHER WITH a 75 foot wide Northwest Pipeline Corp. easement as described under Auditor's File No. G-188944.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress, and utilities, 60 feet in width, the centerline of which is described as follows:

BEGINNING at the Northwest corner of the Northwest quarter of Section 10, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington; thence South 88°32'09" East along the North line of said Northwest quarter, 606.34 feet to the TRUE POINT OF BEGINNING;

THENCE following said centerline along the arc of a 40 foot radius curve to the left (the incoming tangent of which bears South 88°32'09" West) for an arc distance of 38.02 feet;

THENCE South 54°00'00" East, 43.12 feet;

THENCE along the arc of a 75 foot radius curve to the right for an arc distance of 79.85 feet;

THENCE South 07°00'00" West, 34.02 feet;

THENCE along the arc of a 160 foot radius curve to the left for an arc length of 92.15 feet;

THENCE South 26°00'00" East, 21.15 feet;

THENCE along the arc of a 1000 foot radius curve to the right for an arc distance of 232.71 feet;

THENCE South 12°40'00" East, 178.12 (cet, said point hereinafter referred to as Point "A";

THENCE North 88°32'09" West parallel with the North line of said Northwest quarter, 203.56 feet to a 1/2 inch fron rod at the terminus of said easement centerline;

THENCE from Point "A" South 88"32'09" East parallel with the North line of said Northwest quarter, 526.44 feet to a 1/2 inch iron rod at the terminus of said easement centerline.

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Deed G424283 627502 Mail to Male 18 Hish EDBAL
Mail to AN ASSOCIATION ASSOCIATION
MAILTANAMAN ASSOCIATION
MAILTANAMAN
MAIL Waseington Title Insurance Company SEATTLE WASHINGTON Warranty PLETCHER DANIELS TITLE Street Statutory FORM L58 Statutory Warranty Deed Lrven T. Fouch and Marjorio A. Fouch, husband and wife of THE GRANTOR 8 Ridgefield, Washington Route 1..... for and in consideration of Thirty-Seven Thousand Five Hundred and no/100 Dollars..... (\$37,500.00) in hand paid, conveys and warrants to Wayne C. Adams and Violet M. Adams of Ridgefield Wash. Route 1----the following described real estate, situated in the County of Clark.

Washington; as shown on this page and pages 2 and 3 hereto attached: Parcel 1 That portion of the North half of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows: Beginning at the Southeast corner of the land conveyed to Clara Ann Anderson, by deed recorded under auditor's file No. D 14912, records of Clark County, Washington; said point being 1155 feet South and 1320 feet East of the Northwest corner of said Section; thence South 330 feet; thence East 293 feet; thence North 520 feet; thence North 50 West 140 feet; thence North 270 West 154 feet; thence North 180 West 130 feet; thence North 320 301 West 178 feet, more or less, to the South line of the lend conveyed to Adolph E. Hasselberg and wife, by deed recorded under auditor's file No. D 18571, records of Clark County, Washington; thence West 75 feet; thence South 740 feet, more or less, to the point of beginning. That portion of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows: Beginning at a point that is 1320 feet East of the Southwest corner of the Northwest quarter; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet; thence South 1155 feet to the point of beginning. EXCEPT that portion conveyed to Mary Hiim by deed recorded under auditor's file No. F 41229, described as follows: Beginning at the center of Section Ton (10), a point marked by a wooden hub; thence Dated this Meal State Excise Ma. Ch. 1 Store Acuse has less been paid Inven J. Fouch (SEAL)
Marjorie a. Fouch(SEAL)

STATE OF WASHINGTOWN, Burgher

County of Clark

On this day personally appeared technic me Irvon T. Fouch and Marjoric A. Fouch, husband and wife to me known to be, the individual 6 described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as to uses and puriouses therein mentioned.

GIVEN under my light and official seal this signed the same as their free and voluntary act and deed, for the

623 Date Braces

day of August 1965. M. Itims

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

Send Tax Statement to

North 60° 51' West a dictance of 1085.8 feet to the center of the existing county read, known as farm to Market Road No. 29; thence Southwesterly along the center line of said county read to an intersection with the South line of the Northwest quarter of Section 10; thence East along the South line of the Northwest quarter of Section 10 for a distance of 1431.0 feet to the center of said Section 10 and the true point of beginning.

ALSO EXCEPT that portion conveyed to John C. Relyea, et ux, by deed recorded under auditor's file No. F 57698, described as follows:
Beginning at the center of Section 10, a point marked by a wooden hub; thence North
60 51 West a distance of 1085.8 feet to the center of the existing County Road

known as Farm to Market Road No. 29, thouse Northeasterly along the center line of said County Road to an intersection with a creek, said creek bing the Southerly boundary of the Calvin Relyea property; thence Southeasterly along said creek to the intersection with the West line of the Northeast quarter of Section 10; thence South along said West line of the Northeast quarter of Section 10 a distance of 757.2 feet to the center of Section 10 and the true point of beginning.

ALSO EXCEPT that portion convyed to J. Calvin Relyea, by deed recorded under auditor's file No. F 9040, described as follows:

Beginning at the Northeast corner of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, and running thence West to the first small creek; thence up the East fork of said small creek with its meanders to the center line of said Section 10; thence North to beginning. EXCEPTING right of way for Pacific Highway, heretofore deeded to State of Washington; said tract being also known as Assessors Tax Lot No. 4.

Parcel 3

Beginning at a point 70 rods North of the Southeast corner of the Southwest quarter of the Northwest quarter of Said Section 10; thence West 40 rods; thence North 20 rods; thence East 40 rods; thence South 20 rods to the point of beginning.

The South 1155 feet of the Southwest quarter of the Northwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian; EXCEPT that portion lying within the land conveyed to Mary Hilm by deed recorded under auditor's file No. F 41229. ALSO EXCEPT that portion conveyed to William F. Howard, by deed recorded under auditor's file No. G 372786, described as follows: Beginning at a point on the West right of way line of County Road No. 29 said point bears North 24012' East a distance of 2990.6 feet from the Southwest corner of said Section 10; North 24°12! East a distance of 2990. Cfeet from the Southwest corner of said Section 10; thence South 34°53! West along said road right of way a distance of 20.0 feet to the Southeast corner of said tract; thence North 55°15! West a distance of 29.3 feet to the Southwest corner of said tract; thence North 32°57! East a distance of 60.1 feet to the Northwest corner of said tract; thence South 53°15! East a distance of 30.1 feet to a point on the West right of way line of said County Road No. 29 for the Northeast corner of said tract; thence along said right of way line South 32°57! West a distance of 30.4 feet and South 33°26! West a distance of 9.7 feet to the point of beginning.

That portion of the Northwest quarter of the Northwest quarter of Section Ten (10) Township Four (4) North, Range One (1) East of the Willamette Meridian, in Clark County, Washington, described as follows: Beginning at the Northwest corner of said Section; thence South 1155 feet; thence East 1320 feet; thence North 1155 feet; thence West 1320 feet to the point of beginning. EXCEPT any portion thereof lying within the land conveyed to Adolph E. Hasselberg, et ux by deed recorded under auditor's file No. D 18571

ALSO EXCEPT portion lying within Farm to Market Road No. 29.

That portion of the Northwest quarter of the Southwest quarter of Section Ten (10), Township Four (4) North, Range One (1) East of the Willamette Meridian, that lies North of Farm to Market Road No. 29.



Page 3 of deed Irven T. Fouch, et ux, to Wayne C. Adams, et ux,

EXCEPTING: A right of way 20 feet in width being the North 20 feet of the North 35 acres of said Parcel Five (5) that lies West of the Charles Ben Road, as conveyed to the County of Clark, by deed recorded January 28, 1963 under auditor's file No.6 349592.

( Affects the North 20 feet of Parcel 5

EXCEPTING: Pipeline right of way with right to select the route for and to construct, maintain, inspect, operate, protect, replace, alter or remove pipeline or pipelines for the transportation of cil, gas and products thereon, on over and through said premises as granted by Irven T. Fouch, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, by instrument dated January 4, 1956, recorded February 20, 1956, in volume D20, page 43 under auditor's file No. 6 1889/44.

Subject to an Easement for perpetual right of way in and over said premises for the transmission of electric current, as granted by Matthew Anderson, et ux, to Public Utility District No.-1 of Clark County, a municipal corporation of the State of Washington, by instrument dated May 9, 1949, recorded June 2, 1949 in volume 466, page 426, under auditor's file No. 6 24958, together with the right to out, remove and destroy such trees and brush as may be necessary to or in constructing, maintaining and protecting such lines from damage. (Affects Parcel 2)

Subject to an Easement 20 feet in width, as granted to George H. Wiebold and Doris B. . Wiebold, husband and wife, under the terms of that certain easement recorded July 22, 1964 under auditor's file No. G 390387.

Subject to Easement for pipe line, 1den of which depends on location, granted by Joseph P. Eastman and Matilda Eastman, husband and wife to Ohris Horn, a bachelor and Otto F. Mauler, a bachelor, by deed dated January 29, 1925, recorded February 2. 1925 in volume 164, page 407, under auditor's file No. C 19314, records of Clark County, Washington, as follows:

Said grantors hereby grant and convey unto the grantees, their heirs and assigns, the exclusive right to tap and use the waters of the Spring or Springs located on the tract of land comed by us lying West of Pacific Highway, and the right to fence said Springs against stook, and the right to lay, construct and maintain a pipe line and across our said tract of land to convey said water to above tract and the right to enter in and upon the grantor's premises at all times to properly safeguard, repair, maintain, or reconstruct said pipe line. It is further covenanted by the grantors that in the event that the grantees, their heirs or assigns, fail to obtain an adequate supply of water from said springs, or for any reason they desire to convey water from any land lying West of our said tract, the right is hereby granted to lay such pipe as may be necessary upon the land of grantors, with all the rights of maintenance and repairing as hereinbefore set out.

Subject to a right of way dated February 25, 1956, executed by Matthew Anderson, et ux, to Pacific Northwest Pipeline Corporation, a Delaware corporation, upon the terms and conditions therein set forth, recorded April 18, 1956, under auditors file No. G192940. (Affects parsels 4, 5 and 6).

Subject to an easement for a roadway, so long as the same shall be used for that purpose 20 feet in width along the North line of said land, as conveyed to C.L. Thom, by deed recorded November 26, 1943 under auditor's file No. F 17432.

( Affects Parcel 5)

Subject to an Easement for roadway twenty feet wide, along the North line of said Parcel 5, as conveyed to Charley Ben by deed recorded August 11, 1909, in volume 79, page 31, deed records of Clark County, Washington.

Subject to a perpetual right of way in and over said land for the purpose of erecting, maintaining and operating thereon 13 poles and 5 anchors of a pole line for the transmission of electric current, as conveyed to Inland Power and Light Company, an Oregon corporation, by deed recorded February 16, 1931, under auditor's file No, D 1231.

Subject to Declaration of homestead dated June 2, 1958, executed by Irven T. Fouch, recorded June 2, 1958, under auditor's file No. G 240714 whereby declarent claims said premises as homestead.



# SALES HISTORY

Parcel (s) 211206-000, 211286-000 & 211217-000



## SALES HISTORY: PARCEL(S) 211206000, 211286000 & 211217000

Oliva, Steven J.

Statutory Warranty Deed

Oliva, Jacice D.

Parcel - 11206000

4221342 - 09/2006

Relyea, James C.

Relyea, Judith M.

Λ

Relyea, James C. & Relyea, Judith M.

Oliva, Steven J. & Oliva, Janice D.

Real Estate Contract – Re-Record G 625705

Parcels - 11206000, 211286000 & 211217000

9802200083 - 02/1998

Frink, Andrew D.

Frink, Margaret E.

Λ

Relyea, James C.

Relyea, Judith M.

Statutory Warranty Deed

Parcels - 11206000 & 11217000

9712160004 - 12/1997

Oliva, Steven J.

Oliva, Jacice D.

Λ

Oliva, Steven J.

Oliva, Jacice D.

Statutory Warranty Deed

Parcels – 11206000 & 11286000

9712160003 - 12/1997

Relyea, James C.

Relyea, Judith M.

Λ

PAGE 1 OF 3

## SALES HISTORY: PARCEL(S) 211206000, 211286000 & 211217000

Relyea, James C. & Relyea, Judith M.

Oliva, Steven J. & Oliva, Janice D.

Warranty Deed

Parcels - 11206000, 211286000 & 211217000

9703110017 - 03/1997

Frink, Andrew D.

Frink, Margaret E.

Λ

Relyea, James C.

Relyea, Judith M.

Hi-School Pharmacy, Inc.

**Real Estate Contract** 

Parcels - 11206000, 211286000 & 211217000

G 625705 - 02/1973

Frink, Andrew D.

Frink, Margaret E.

Λ

Frink, Andrew D.

Frink, Margaret E.

Warranty Deed

Parcels - 11206000 & 11286000 & 211217000

G 552100 - 04/1970

Petersen, Jack K.

Petersen, Jeanette

Λ

Frink, Andrew D.

Frink, Margaret E.

Purchaser's Assignment of Contract and Deed

Parcels - 11206000 & 11286000 & 211217000

G 451489 - 04/1966

McClure, Albert C. & Marlys J.

Petersen, Jack K. & Petersen, Jeanette

Λ

PAGE 2 OF 3

## SALES HISTORY: PARCEL(S) 211206000, 211286000 & 211217000

McClure, Albert C.

**Real Estate Contract** 

McClure, Malys J.

Parcels - 11206000 & 11286000 & 211217000

G 412440 - 04/1965

Petersen, Jack K.

Petersen, Jeanette

Λ

Petersen, Jack K.

**Statutory Warranty Deed** 

Petersen, Jeanette

Parcels - 11206000 & 11286000 & 211217000

G 330707 - 04/1962

Stryker, Ralph K.

Stryker, Edris M.

PAGE 3 of 3



Category 2 Recharge Areas

No Mapping Indicators



## Property Fact Sheet for Account 211206000

General Information	
Property Account	211206000
Site Address	
Legal Desc	#1 SEC 9 T4NR1EWM 5A
Owner	OLIVA STEVEN J & OLIVA JANICE D
Mail Address	915 W 11TH ST VANCOUVER WA , 98660 US
Tax Status	Regular
Property Status	Active
Area (approx.)	217,800 sq. ft. / 5 acres
Section-Township-Range	NE 1/4,S09,T4N,R1E
Assessment (2024 Values for 202	5 Taxes)
Land Value	\$1,012,000.00
Building Value	\$0.00
Total Property Value	\$1,012,000.00
Total Taxable Value	\$1,012,000.00
Most Recent Sale	
Sale Date	08/31/2006
Document Type	= DEED
Sale Number	0598246
Sale Amount	\$420,000.00
Administrative	
Jurisdiction	La Center
Land Use Planning	
Comprehensive Plan Designation	n UL
Comprehensive Plan Overlay(s)	none
Urban Growth Area	La Center
Zoning Designation - Codes	Low Density Residential (LDR-7.5)
Zoning Overlay(s)	Sensitive Utility Corridor Overlay District
Miscellaneous	
Census Tract	403.01
Drainage District	n/a
Neighborhood	n/a
Park District	n/a
Public Safety	
Burning Allowed	No
EMS Response Area	AMR
Fire District	Clark-Cowlitz Fire Rescue
Increased Wildfire Danger Area	No
Police Jurisdiction	La Center Police Dept
Schools	
School District Name	La Center
Elementary School Attendance Area	La Center
Middle School Attendance Area	La Center
High School Attendance Area	La Center
Transportation	
C-TRAN Public Transportation	Yes



#### **Environmental Public Health**

Public Health Food Inspector District	District 3	
Public Health Food Plan Review Area	District A	
Public Health WRAP Inspector District	District 2	

## Wetlands and Soil Types Critical Aquifer Recharge Area

FEMA Map / FIRM Panel	53011C0206E 53015C1010G
Flood Hazard Area	Outside Flood Area
Shoreline Designation	none
Soil Types / Class	Non-Hydric / GeB Non-Hydric / GeF
Water Resource Inventory Area	Name: LEWIS Sub-Basin: East Fork Lewis

watersned	East Fork Lewis River
Sub Watershed	McCormick Creek
Wetland Class	

#### **Geological Hazards**

Wetland Inventory

Geological Hazard	Areas of Potential Instability Slopes > 15%
Liquefaction	Very Low to Low
NEHRP Class	С
Slope Stability	Severe Frosion Hazard Area

#### **Development Moratorium**

none

#### **Cultural Resources**

Cultural Resources	
Archaeological Probability	Moderate-High
	High
Archaeological Site Buffer	No

Traffic Impact Fee (TIF) District	La Center	Historic Site	No Mapping Indicators
Transportation Analysis Zone	2106	Habitat and Species Resources	**************************************
Utilities			
CPU Lighting Utility District	n/a	Habitat and Species Impacts	No Mapping Indicators
Last Street Sweeping	n/a		
Sewer District	Rural/Resource		
Waste Collection Provider	n/a		
Water District	Clark Public Utilities		

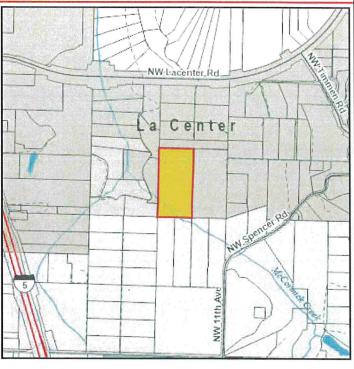
Disclaimert Clark County does not warrant the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. RCW 42.56.070(8) prohibite releasing and/or using lists of individuals gathered from this alte for commercial purposes.

Category 2 Recharge Areas



## Property Fact Sheet for Account 211286000

General Information	
Property Account	211286000
Site Address	
Legal Desc	#84 SEC 9 T4N R1EWM 20A
Owner	OLIVA STEVEN & OLIVA JANICE
Mail Address	915 W 11TH ST VANCOUVER WA , 98660 US
Tax Status	Regular
Property Status	Active
Area (approx.)	871,200 sq. ft. / 20 acres
Section-Township-Range	NE 1/4,S09,T4N,R1E
Assessment (2024 Values for 2025 Tax	es)
Land Value	\$2,742,344.00
Building Value	\$0.00
Total Property Value	\$2,742,344.00
Total Taxable Value	\$6,716.00
Most Recent Sale	
Sale Date	12/16/1997
Document Type	D-QCD
Sale Number	0422342
Sale Amount	\$0.00
Administrative	
Jurisdiction	La Center
Land Use Planning	
Comprehensive Plan Designation	UL
Comprehensive Plan Overlay(s)	none
Urban Growth Area	La Center
Zoning Designation - Codes	Low Density Residential (LDR-7.5)
Zoning Overlay(s)	none
Miscellaneous	
Census Tract	403.01
Drainage District	n/a
Neighborhood	n/a
Park District	n/a
Public Safety	
Burning Allowed	No
EMS Response Area	AMR
Fire District	Clark-Cowlitz Fire Rescue
Increased Wildfire Danger Area	No
Police Jurisdiction	La Center Police Dept
Schools	
School District Name	La Center
Elementary School Attendance Area	La Center
Middle School Attendance Area	La Center
High School Attendance Area	La Center
Transportation	
C-TRAN Public Transportation Benefit Area	Yes
Traffic Impact Fee (TIF) District	La Center



Environmental	Public	Health
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Public Health Food Inspector District	District 3
Public Health Food Plan Review Area	District A
Public Health WRAP Inspector District	District 2

# Wetlands and Soil Types Critical Aquifer Recharge Area

FEMA Map / FIRM Panel	53011C0206E 53015C1010G		
Flood Hazard Area	Outside Flood Area		
Shoreline Designation	none		
Soil Types / Class	Non-Hydric / GeB Non-Hydric / GeD Non-Hydric / GeE Non-Hydric / GeF Hydric / OdB Non-Hydric / PuA		

Water Resource Inventory Area	Name: LEWIS Sub-Basin: East Fork Lewis
Watershed	East Fork Lewis River
Sub Watershed	McCormick Creek
Wetland Class	R3UBF
Wetland Inventory	Presence

## **Geological Hazards**

Geological Hazard	Areas of Potential Instability Slopes > 15%
Liquefaction	Very Low to Low Very Low
NEHRP Class	C D
Slope Stability	Severe Erosion Hazard Area

## **Development Moratorium**

none

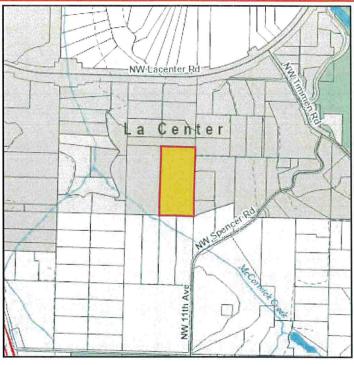
Transportation Analysis Zone	2106	Cultural Resources	
Utilities		Archaeological Probability	Moderate
CPU Lighting Utility District	n/a	Archaeological Frobability	Moderate Moderate-High
Last Street Sweeping	n/a	***************************************	High
Sewer District	Rural/Resource	Archaeological Site Buffer	No
Waste Collection Provider	n/a	Historic Site	No Mapping Indicators
Water District	Clark Public Utilities	Habitat and Species Resources	
		Habitat and Species Impacts	Yes
		Habitat Area:	Biodiversity Areas And Corridor
		Adjacent to Habitat Area:	Blodiversity Areas And Corridor
		Riparian Habitat Area:	Fish Habitat Stream Seasonal Stream

L Disclaimer; Clark County does not warrant the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. RCW 42.56.070(8) prohibite releasing and/or using islat of individuals gathered from this site for commercial purposes.



## Property Fact Sheet for Account 211217000

The second secon	
General Information	
Property Account	211217000
Site Address	31010 NW SPENCER RD, RIDGEFIELD, WA 98642
Legal Desc	#13 #19 SEC 9 T4N 41EWM 20A
Owner	RELYEA JAMES & RELYEA JUDITH
Mail Address	31010 NW SPENCER RD RIDGEFIELD WA, 98642 US
Tax Status	Regular
Property Status	Active
Area (approx.)	871,200 sq. ft. / 20 acres
Section-Township- Range	NE 1/4,S09,T4N,R1E
Assessment (2024 Values for 2	025 Taxes)
Land Value	\$1,000,000.00
Building Value	\$0.00
Total Property Value	\$1,000,000.00
Total Taxable Value	\$155,169.00
Most Recent Sale	
Sale Date	12/11/1997
Document Type	D-QCD
Sale Number	0422341
Sale Amount	\$0.00
Administrative	
Jurisdiction	La Center
Land Use Planning	
Comprehensive Plan Designati	on UL
Comprehensive Plan Overlay(s	none
Urban Growth Area	La Center
Zoning Designation - <u>Codes</u>	Low Density Residential (LDR-7.5)
Zoning Overlay(s)	Sensitive Utility Corridor Overlay District
Miscellaneous	
Census Tract	403.01
Drainage District	n/a
Neighborhood	n/a
Park District	n/a
Public Safety	
Burning Allowed	No
EMS Response Area	AMR
Fire District	Clark-Cowlitz Fire Rescue
Increased Wildfire Danger Are	
Police Jurisdiction	La Center Police Dept
Schools	
School District Name	La Center
Elementary School Attendance Area	La Center
Middle School Attendance Area	La Center
High School Attendance Area	La Center
Transportation	



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Environmei	ıtaı	Publi	СП	eartn	ı

Public Health Food Inspector District	District 3	
Public Health Food Plan Review Area	District A	
Public Health WRAP Inspector District	District 2	

## **Wetlands and Soil Types**

Critical Aquifer Recharge Area	Category 2 Recharge Areas
FEMA Map / FIRM Panel	53011C0206E
	53015C1010G
Flood Hazard Area	Outside Flood Area
Shoreline Designation	none
Soil Types / Class	Non-Hydric / GeB

	Sub-Basin: East Fork Lewis
Water Resource Inventory Area	Name: LEWIS
	Hydric / OdB
	Non-Hydric / GeE
	Non-Hydric / GeD
	11011 11/4112/ 002

watersned	East Fork Lewis River		
Sub Watershed	McCormick Creek		
Wetland Class			

No Mapping Indicators

## **Geological Hazards**

Wetland Inventory

Geological Hazard	Areas of Potential Instability Slopes > 15%	
Liquefaction	Very Low to Low Very Low	
NEHRP Class	С	
Slope Stability	Severe Erosion Hazard Area	

## **Development Moratorium**

none

## **Cultural Resources**

C-TRAN Public Transportation Benefit Area	Yes	Archaeological Probability	Moderate-High High
Traffic Impact Fee (TIF) District	La Center	Archaeological Site Buffer	. No
Transportation Analysis Zone	2106	Historic Site	No Mapping Indicators
Utilities		Habitat and Species Resource	s
CPU Lighting Utility District	n/a	Habitat and Species Impacts	Yes
Last Street Sweeping	n/a	Habitat Area:	Biodiversity Areas And Corridor
Sewer District	Rural/Resource	Adjacent to Habitat Area:	Biodiversity Areas And Corridor
Waste Collection Provider	Waste Connections		Fish Habitat Stream
Water District	Clark Public Utilities	Riparian Habitat Area:	Seasonal Stream

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4221342 D

RecFee - \$35.00 Pages: 4 - STEWART TITLE
Clark County, WA 9/13/06 11:16 AT

WHEN RECORDED RETURN TO:

Name:

Steven J. Oliva and Janice D. Oliva

Address:

4025 Wauna Vista Drive Vancouver, WA 98661

598246

Escrow Number: 142837DH

Filed for Record at Request of: Stewart Title of Western Washington

## STATUTORY WARRANTY DEED

THE GRANTOR(S), JAMES C. RELYEA and JUDITH M. RELYEA, husband and wife for and in consideration of Ten Dollars and other good and valuable consideration as paid by an accommodator pursuant to an IRC Section.

†631 exchange in hand paid, conveys, and warrants to STEVEN J. OLIVA and JANICE D. OLIVA, husband and wife the following described real estate, situated in the County of Clark, State of Washington:

## SEE ATTACHED EXHIBIT A

Abbreviated Legal: (Required if full legal not inserted above.) of Section 9, Township 4 North, Range 1E East, Clark County, Washington

SUBJECT TO: Exceptions as shown on attached Exhibit B. Tax Parcel Number(s): 211206-000, 211276-000, 211277-000

Dated: August 31, 2006

JAMES C. RELYEA

Julith M. Relyea

STATE OF Washington

COUNTY OF Clark

I certify that I know or have satisfactory evidence that JAMES C. RELYEA and JUDITH M. RELYEA 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: August 31, 2006

OF WASHING

Notary name printed or typed: Debra A. Helmold Notary Public in and for the State of Washington Residing at La Center

My appointment expires: November 29, 2006

## EXHIBIT A

## PARCEL A:

A portion of the East half of the Northeast quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian; Clark County, Washington, described as follows:

BEGINNING at a point 1485 feet North of the Southeast corner of the said Northeast quarter being the Southeast corner of the tract conveyed to Myrtle A. Stewart by deed recorded under Auditor's File No. A 4737; thence West along the South line of said Stewart tract a distance of 1320 feet, more or less, to the West line of said East half of the Northeast quarter; thence South along said West line a distance of 165 feet; more or less, to the North line of the Southeast quarter of the Northeast quarter of said Section 9; thence East along the said North line a distance of 1320 feet, more or less, to the Northeast corner of said Southeast quarter of the Northeast quarter; thence North along the East line of said Northeast quarter a distance of 165 feet, more or less, to the True Point of Beginning.

## PARCEL B:

An easement for ingress, egress, and utilities, being 60.00 feet in width, described as follows:

BEGINNING at the Northeast corner of Section 9; thence South 01°40'25" West along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a half inch iron pipe at the Southeast corner of the Relyea tract as described under Auditor's File No. 9002280063 Clark County Auditor's records; thence North 88°26'11" West along the South line of said Relyea tract for a distance of 656.58 feet to the True Point of Beginning; thence along the Easterly line of the 60 foot easement as follows: North 06°44'00" East, 338.34 feet; North 01°38'47" East, 339.50 feet; thence continuing North 01°38'47" East, 216.61 feet; thence North 14°38'00" East, 140.58 feet to the Southerly right of way line of Northwest Lacenter Road; thence North 88°26'11" West along said right of way line for a distance of 61.60 feet; thence along the Westerly line of the 60.00 foot easement as follows: South 14°38'00" West, 133.49 feet; thence South 01°38'47" West, 213.45 feet; thence continuing South 01°38'47" West, 346.95 feet; thence South 06°44'00" West, 340.98 feet of the South line of said Reyea tract; thence South 88°26'11" East, 30.23 feet to the True Point of Beginning.

## PARCEL C:

That portion of the Northeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of section 9; thence South 01°40'25' West along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a half inch iron pipe at the Southeast cornet of the "Relyea tract" as described under Auditor's File No. 9002280063, Clark County Auditor's Records; thence North 88°26'11" West along the South line of said "Relyea tract" 1313.17 feet to a half inch iron rod at the Southwest corner of said "Relyea tract" as shown in Book 7 of Surveys at page 90'records of the Clark County Auditor; thence North 01°37'08" East along the West line of said "Relyea tract" 686.66 feet to a half inch iron rod at the True Point of Beginning; thence continuing North 01°37'08" East 343.34 feet to a half inch iron rod as shown in Book 7 of Surveys at page 90 on the Southerly right-of-way line of Northwest LaCenter Road; thence South 88°26'11" East along said Southerly right-of-way line, 657.07 feet to a half inch iron rod; thence South 01°38'47" West 343.48 feet to a point which bears South 88°25'28" East from the True Point of Beginning' THENCE North 88°25'28" West 656.91 to the True Point of Beginning.

#### PARCEL D

An easement for ingress, egress, and utilities, being 60.00 feet in width described as follows:

BEGINNING at the Northeast corner of Section 9; thence South 01°40'25" West along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a

half inch iron pipe at the Southeast corner of the "Relyea tract" as described under Auditor's File No. 9002280063, Clark County Auditor's Records; thence North 88°26'11" West along the South line of said "Ralyea tract" for a distance of 656.58 feet to the True Point of Beginning; thence along the Easterly line of the 60 foot easement as follows: North 06°44'00" East, 338.34 feet; North 01°38'47" East, 339.50 feet; thence continuing North 01°38'47" East, 216.61 feet; thence North 14°38'00" East, 140.58 feet to the Southerly right-of-way line of Northwest LaCenter Road; thence North 88°26'11" West along said right-of-way line for a distance of 61.60 feet; thence along the Westerly line of the 60.00 foot easement as follows: South 14°38'00" West, 133.49 feet; South 01°38'47" West 213.45 feet; thence continuing South 01°38'47" West, 346.95 feet; thence South 06°44'00" West, 340.98 feet to the South line of said "Relyea tract"; thence South 88°26'11" East, 60.23 feet to the True Point of Beginning.

## PARCEL E:

That portion of the Northeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of Section 9; thence South 01°40'25" West along the East line of the Northeast quarter of Section 9 for a distance of 1155.00 feet to a half inch iron pipe at the Southeast corner of the "Relyea tract" as described under Auditor's File No. 9002280063, Clark County Auditor's Records; thence North 85°26'11" West along the South line of said "Relyea tract" 1313.17 feet to a half inch iron rod at the Southwest corner of said "Relyea tract" as shown in Book 7 of Surveys at page 90 records of the Clark County Auditor; thence North 01°37'08" East along the West line of said "Relyea tract" 343.33 feet to a half inch iron rod at the True Point of Beginning; thence continuing North 01°37'08" East 343.33 feet to a half inch iron rod; thence South 88°25'28" East 656.91 feet; thence South 01°38'47" West 343.23 feet to a point which bears South 85°25'28" East from the True Point of Beginning; thence North 88°25'28" West for a distance of 656.75 feet to the True Point of Beginning.

## PARCEL F:

An easement for ingress, egress, and utilities, being 60.00 feet in width described as follows:

R-gcR

BEGINNING at the Northeast corner of Section 9; thence South 01°40'25" West along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a half inch iron pipe at the Southeast corner of the "Relyea tract" as described under Auditor's File No. 9002280063, Clark County Auditor's Records; thence North 88°26'11" West along the South line of said "Relyea tract" for a distance of 656.58 feet to the True Point of Beginning; thence along the Easterly line of the 60 foot easement as follows: North 06°44'00" East, 338.34 feet; North 01°38'47" East, 339.50 feet; thence continuing North 01°38'47" East, 216.61 feet; thence North 14°32'00" East, 140.58 feet to the Southerly right-of-way line of Northwest Lacenter Road; thence North 88°26'11" West along said right-of-way line for a distance of 61.60 feet; thence along the Westerly line of the 60.00 foot easement as follows: South 14°38'00" West, 133.49 feet; South 01°38'47" West, 213.45 feet; thence continuing South 01°38'47" West, 346.95 feet; thence South 06°44'00" West, 340.98 feet to the South line of said "Relyea tract"; thence South 88°26'11" East, 60.23 feet to the True Point of Beginning.

## EXHIBIT "B"

Road Maintenance Agreement, including the terms and conditions thereof, as recorded under Auditor's File No. 9404250195.

Covenants, conditions and restrictions, including the terms and conditions thereof, as recorded under Auditor's File No. 9404250195. Said Covenants, Conditions and Restrictions contain a legal description for Tax Lot 12 only. It is unclear as to whether these Covenants, Conditions and Restrictions affect all of the parcels as divided by survey. Said Covenants, Conditions and Restrictions should be re-recorded to include all parcels.

Easement and the terms and conditions thereof: Grantee: Public Utility District No. 1 of Clark County Purpose: Electric transmission and distribution lines

Area Affected: Blanket

Recording No.: G 188946, Book D-20, Page 46

(Affects Parcel A)

Easement and the terms and conditions thereof:

Grantee: Pacific Northwest Pipeline Corporation, a Delaware Corporation

Purpose: Electric transmission and distribution lines

SCR

Area Affected: Blanket

Recording No.: G192941, Book D-22, Page 203

(Affects Parcels C, D, E AND F)

An Easement for ingress, egress and utilities as shown in Auditor's File No. G 330707 and G 552100.

A non-exclusive 60-foot easement for ingress, egress, and utilities as disclosed in Auditor's File Nos. 9712160003 and 9712160004. (Affects Parcel A)

Fence Encroachment disclosed by survey recorded in Volume 33 of Surveys, Page 98, (Affects Parcel A)

9802200083	Real Estate Excise Tax Ch. 11 Rev. Laws 1951  EXEMPT  Affd.# 425 270 Date 2/20/98	EITHU ECOUS SASE
WHEN RECORDED RETURN TO:	Real Estate Exhibit ax paid sea	13FEC 20 ATTH: 10
NAME: (Nicago) ADDRESS: 111 (A) CITY, STATE, ZIP Vane	Top Details of the palicises Total D	estid or
Affe		
	Doug Lasher Clark County Treasurer	
Ву	RS: 425270	

# Chicago Title Insurance Company

ORDER NO .: K 9564JB
DOCUMENT TITLE(s)  1. Corrected Real Estate Contract  2. 3. re-record to correct Ven del  4.  REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:  1. Additional reference numbers on puge z of document  1. 6 V J 5 7 D 5  2.  3.
GRANTOR(s): (last name, then first name and initials)  1. Frink, Andrew D.  2. Frink, Margaret S.  3.  Dadditional names on page of document  GRANTEE(s): (last name, then first name and initials)  1. Ectypa, Tame's C.  2. Relyea, Julith M.  3. Oliva, Steve & Oliva, Juliand Dadditional names on page of document
TRUSTEE: 1.
LEGAL DESCRIPTION (abbreviated: ie Lot, Block, Plat or Section, Township, Range)
Section 9, Toxinship 4 N, Fange 12
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):  1. 2   1 2   7 - 000  2. 3. 2   1 206 - 000  3. 2   1 206 - 000  3. Gladditional legal description is on page of document
The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

THIS DOCUMENT RE-RECORDED TO CORRECT THE VENDEE\*\*

Rool Estate Excise Tax
Ch. 11 Lev. Levis 1951

\$ 340 — Les been paid
Right 4/080/6 Date 2/9/7
Sou, Cl. Ece Aid, No.
Juno S. Sparks
Clark County Treasurer
By

G 625705

858153

REAL ESTATE CONTRACT

This contract is made and entered into by and between Andrew D.

Frink and Margaret E. Frink, husband and wife, sellers, and James C. Relyer.

and Judith M. Relyen, husband and wife, and HI/Schpoll Fhatmakt//Ink//b/ STEVE OLIVA and JAN OLIVA, husband and wife WASHINGton /christich/buyers.

It is mutually agreed as follows:

1. The sellers agree to sell to the buyers and the buyers agree to purchase from the sellers, all in accordance with the terms of this contract, the following described real estate situated in Clark County, Washington, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian.

WEAL STORY

Together with an easement for ingress, egress and roadway purposes over and across an existing roadway from the above described real property to County Road No. 29, such easement being the feet in width and being that certain roadway easement used for over forty years and appurtenant to the above described real property as transferred and conveyed by instruments recorded under Clark County Auditor's File Nos. G 330707 and G 552100.

SUBJECT TO: Easements for pipelines for the transportation of oil, gas and the products thereof as granted to Pacific Northwest Pipeline Corporation, by instruments recorded under Clark County Auditor's File Nos. G 188945 and G 188946.

- 2. The buyers agree to pay to the sellers as the purchase price of the property described above the sum of Thirty-Four Thousand (\$34,000.00) Dollars, to be paid as follows:
- a. The sum of Five Thousand (\$5,000.00) Dollars has been paid herewith, and receipt of such sum is hereby acknowledged; and
- b. The balance of the purchase price, i.e., the sum of Twenty-nine Thousand (\$29,000.00) Dollars and interest, shall be paid in monthly installments of Two Hundred (\$200.00) Dollars each, or more, beginning March 1, 1973, and continuing monthly thereafter until the full amount of the purchase price and interest is paid. The entire balance of the purchase price shall be paid in all events on or before the expiration of fifteen (15) years from the date of this contract.

440

- c. The diminishing balance of the purchase price shall bear interest at the rate of seven (7%) percent per annum from the date of this contract. Each payment made upon this contract shall be applied first to accrued interest and then to the balance of the purchase price.
- d. The buyers shall have the option to make additional payments upon the purchase price in any amount on any installment date without penalty.
- 3. The buyers shall be entitled to immediate possession of the real property described above and shall be entitled to remain in possession at all times while this contract is in full force and effect.
- 4. The buyers agree that they will pay before delinquency all taxes and assessments which may hereafter be assessed or become a lien against such property. Taxes for 1973 shall be pro-rated as of the date of this contract.
- 5. The property herewith sold is unimproved. The buyers assume all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the sellers. The buyers may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyers shall promptly pay the costs thereof and shall allow no liens to accrue against the property from any source whatsoever.
- 6. Time is the essence of this contract. In the event the buyers fail to make any payment provided for in this contract at the time the same shall fall due as herein provided, or within 30 days thereafter, or in the event the buyers fail to perform any other covenant or agreement contained in this contract when due, or within 20 days after notice of default in such performance, the sellers may declare a forfeiture and cancellation of this contract, and thereupon all rights of the buyers und this contract shall end, and all payments theretofore made by the buyers shall be retained by the sellers as liquidated damages. In the alternative, the sellers may bring action on any intermediate overdue payment, and no such action shall constitute an election not to proceed otherwise as to any subsequent default. No waiver by the sellers of any default

on the part of the buyers shall be construed as a waiver of any subsequent default.

- 7. In the event suit or action is brought by either of the parties hereto with respect to any matter arising out of this contract, it is agreed that the prevailing party in such litigation shall be entitled to recovery of the costs and expenses of such litigation, including a reasonable attorney's fee to be fixed by the court in which such suit or action is brought.
- 8. The sellers agree that they will promptly and at their own expense procure and deliver to the buyers a purchasers' policy of title insurance, insuring the sellers' title as of the date of this contract in an amount equal to the purchase price. The sellers further agree that they will promptly pay the real estate excise tax upon this sale.
- 9. The sellers agree that they will forthwith execute a warranty deed to the buyers for fulfillment of this contract and that they will deposit the same with a signed copy of this contract with First Federal Savings and Loan Association of Vancouver for delivery upon full performance of this contract by the buyers. All payments upon the purchase price and interest shall be made at First Federal Savings and Loan Association of Vancouver to the account of the sellers unless and until written notice is given by the sellers to the buyers to make payments elsewhere. All collection costs will be borne by the sellers. The warranty deed so executed shall warrant the sellers' title as of the date of this contract, but shall not warrant against any liens or encumbrances suffered or imposed by acts of the buyers subsequent to the date of this contract.

Dated this 8 day of <u>fullivaciety</u>, 1973.

Sellers: <u>Madrie W. Frink</u>

Margaret E. Frink

Buyers:

Judith M. Relyes

,	HI-SCHOOL PHARMACY, INC.,
	e Washington corporation,
	Mines Siva
	Steven J. Wiva, President
	Y 10 00
	By Jane C. Cliva
•	ganice D. Oliva, Secretary
STATE OF WASHINGTON )	•
SIAID OF MADILITATION /	
County of Clark )	
E. Frink, husband and wife, to executed the foregoing instrum same as their free and voluntamentioned.	me known to be the same persons named in and who ent, and acknowledged to me that they signed the ry act and deed, for the uses and purposes there.
WITNESS My hand and	notarial seal this 8 day of Habres 14972.
	Allaway 1 1700 312
•	Notary Public in and for the state of
	Washington, residing at Windows
MONOGRAPH OF TAXABLE AND THE MANAGEMENT	
STATE OF WASHINGTON )	Marie
County of Glark )	
executed the foregoing instrum same as their free and volunta mentioned.	ne known to be the same persons named in and who ment, and acknowledged to me that they signed the many act and deed, for the uses and purposes the same purposes.
WITNESS My hand and	notarial seal this 777 day of 1000 day of
	Notary Public in and for how the state of the
	Washington, regiding Washington, regiding
•	
STATE OF WASHINGTON )	1 1 1 1 the same
County of Clark )	( (1) (1) (1) (1) (1) (1) (1) (1) (1) (1
	1.1.
On this May	of thouand, 1973, before me personally
appeared Steven J. Oliva and	Janice D. Oliva, to me known to be the president of the corporation that executed the within and fore-
" ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '	enged said instrument to be the free and valuntary:
act and deed of said corporat	ion, for the uses and purposes therein mentioned,
and on oath stated, each for	himself, that he was authorized to execute said which is
instrument and that the seal	affixed is the corporate seal of said corporation
in witness whereof.	I have hereunto set my hand and affixed my office and
seal the day and year last ab	ove written.
and the second	0000000
	Color Section 5
. Transamerica title ins, co	
Feb 9 3 de AN 173	Washington, residing
I TO O O O SHIFT [3	100 Million and Market Committee of the

the ELIZABETH A. LUCE, Auditor of Clerk County, State of Washington, do hereby certify that the transpoling to be a true exposition only at a:

| Cal Estate Core track
| Vitorotim No. 6625705 File No. of moond in this office. WITNESS my hand and official send that 4 day of weareness. Clerk Oxienty

| ELIZABETH A. LLIESE, Nuclear, Clerk Oxienty
| Depthy

Real Extate Excise lax
Ch. 11 Rev. Laws 1951
EXEMPT

Afd. 4 2 2 3 4 Date 12 16 97 FILED FOR REGORD

Afd. 4 2 2 3 4 Date 12 16 97 FILED FOR REGORD

For details of tax paid see

Afd. 8 DEC 16 Air 9: 84

Doug Lasher

Clark County Treasurer

Clark County Treasurer

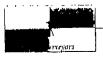
By

Deputy

422341

## Chicago Title Insurance Company

December , 1997  ATED: December , 1997  BY: Steven Oliva BY:  BY: Janice Oliva BY  TATE OF WASHINGTON )  SS.  DUNTY OF Clark  Pertify that I know or have satisfactory evidence that Reven and Janice Oliva signed this instrument and knowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.  REBECCA S. CONERLY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 2000	ORDER NO.:	
or and in consideration of Gift No money involved  conveys and quit claims to James and Judith Relyea, Bushand and wife  the following described real estate, situated in the County of Clark State of Washington, agether with all after acquired title of the grantor(s) herein:  Attached  Attached  Attached  Attached  Attached  ATED: December , 1997  ATED: December , 1997  ATED: December , 1997  ATED: December , 1997  ATED: BY: Account Number: BY: Account Number: BY: Attached  BY: Account Number: 211217.0006211221.000  BY: BY: Account Number: 211217.0006211221.000  BY: ATE OF WASHINGTON )  SS.  BY: Account Number: Account Number: BY: Account Number: Account Number: BY: Account Number: Account Number: Account Number: BY: Account Number: Account	QUIT	CLAIM DEED
ponveys and quit claims to	THE GRANTOR Steven and Janice Ol	liva, husband and wife
The following described real estate, situated in the County of Clark , State of Washington, orgether with all after acquired title of the grantor(s) herein:  Attached  Attached  Attached  Attached  Attached  Attached  Attached  By: State of Washington, orgether with all after acquired title of the grantor(s) herein:  Attached  Attached  Attached  By: State of Washington, orgether with all after acquired title of the grantor(s) herein:  By: State of Washington   By:  Attached  By: Sta	or and in consideration of Gift No money in	nvolved
Attached  IX Account Number: 211217.0006211221.000  bbreviated Legal: E1/2 SE1/4, NE 1/4, Sec 9 T4n R1E  ATED: December , 1997  BY: Janice Oliva BY: Sec 9 T4n R1E  Extrify that I know or have satisfactory evidence that Reven and Janica Oliva signed this instrument and knowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.  REBECCA S. CONERLY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 2000	conveys and quit claims to	h Relyea, Husband and wife
bbreviated Legal; E1/2 SE1/4, NE 1/4, Sec 9 T4n RIE  December , 1997  ATED:  BY: Steven Oliva  BY: Janice Oliva  BY: Jan		
December , 1997  ATED: December , 1997  BY: Steven Oliva BY:  BY: Janice Oliva BY  TATE OF WASHINGTON )  SS.  DUNTY OF Clark  Pertify that I know or have satisfactory evidence that Reven and Janice Oliva signed this instrument and knowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.  REBECCA S. CONERLY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 2000	Attached	
BY: Xeven olive  BY Janice Olive  BY Janice Olive  BY Janice Olive  BY BY: Xeven olive  BY Janice Olive  BY Janice Olive  BY Janice Olive  BY BY: Xeven olive  BY Janice Olive  BY BY: Xeven olive  BY Janice Olive  BY BY: Xeven olive  BY BY: Xeven olive  BY Janice Olive  BY BY: Xeven olive  BY Janice Olive  BY BY: Xeven olive  BY BY: Xeven olive  BY BY: Xeven olive  BY BY: Xeven olive  BY Janice Olive  BY BY: Xeven olive  BY: Xeven	ax Account Number: 211217.0006211221.000	) 
BY: Steven Olive  BY: Janice O	Abbreviated Legal: E1/2 SE1/4, NE 1/4, Se	ec 9 T4n R1E
certify that I know or have satisfactory evidence that	BY: Atern Oliva  ** ** ** ** ** ** ** ** ** ** ** ** *	
e person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and knowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.  REBECCA S. CONERLY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 25, 2000	TATE OF WASHINGTON )  SOUNTY OF Clark	:
Sebence S. Consultational State of Washington Notary Public in and for the State of Washington State of Washington State of Washington Commission expines June 25, 2000	he person(s) who appeared before me, and said person(s)	acknowledged that they signed this instrument and
21-12 11/96 THE ABOVE SPACE RESERVED FOR NOTARY SEAL		NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES
	.PB-12 11/96	THE ABOVE SPACE RESERVED FOR NOTARY SEAR



## HAGEDORN, INC.

1924 Broadway, Suite B · Vancouver, WA 98653 (360) 696-4428 · (503) 283-6778 · FAX (360) 594-8934

December 1, 1997

LEGAL DESCRIPTION FOR JIM RELYEA

## EAST "20 ACRES":

The East half of the Southeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridian, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO pasements and restrictions of record.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 60 foot easement for ingress, egress, and utilities, the East, North and West lines of which are described as follows:

BEGINNING at a Clark County concrete monument marking the Northeast corner of Section 9, as shown in Book 33 of Surveys at page 9B, Clark County Auditor's Records; thence South 01 9 40' 25" West, along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a 1/2 inch iron pipe at the Southeast corner of the "McCuddy tract" as described under Clark County Auditor's File No. 9708060263; thence North 88° 26' 11" West, 856.58 feet to a 1/2 inch iron rod (Survey 33-98) on the East right-ofway line of a 60 foot easement at the Southwest corner of the "McCuddy treet", and the TRUE POINT OF BEGINNING of the East, North and West lines of the 60 foot easement to be described; thence South 01° 40' 25" West, along the East line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 321.50 feat; thence South 88° 26' 11" East, along the North line of the easement to be described and parellel with the South line of the "McCuddy tract", for a distance of 626.58 feet to a point 30 feet West of the East line of the Northeast quarter of Section 9; thence North 01° 40' 25" East, along the West line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 161,00 feet to the terminus of sald West easement line. EXCEPT any portion of said easement lying East of the East line of the

Northeast quarter of Section 9.

LD-1997\RELYEA-E.dls

12-2-97

# WHEN RECORDED RETURN TO: Name: Steven Oliva Address: 4025 Wauna Vista Dr. City, State, Zip: Vancouver, WA 98661 Aftd. W Deputy Deputy Aftd. W Deputy Deputy Aftd. W Deputy Aftd. W Deputy Deputy Aftd. W Deputy Deputy Deputy Aftd. W Deputy Deputy Deputy Aftd. W Deputy Deputy

422342

## (III) Chicago Title Insurance Company

ORDER NO.:
QUIT CLAIM DEED
THE GRANTOR
For and in consideration of Gift no money involved
conveys and quit claims to STEVEN AND JANICE OLIVA, 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:
Attached
Tax Account Number: _211217.000 & 211221,000
Abbreviated Legal: West 1/2 SE 1/4, NE 1/4, Sec 9 T4N R1E
DATED. December , 1997  Dames C. Colga  BY:  BY Judith Relyea  BY
STATE OF WASHINGTON )  ss.  COUNTY OF Clark
the person(s) who appeared before me, and said person(s) acknowledged thathey signed this instrument and acknowledged it to beThey free and voluntary act for the uses and purposes frentioned in this instrument.
Telesco S. Conenty Notary Public in and for the State of Washington Residing at Vancouver Clark County My appointment expires: June 35,3000  REFREBECCA S. CONERTY N; NOTARY PUBLIC STATATE OF WASHINGTON CO.COMMISSION EXPIRES JULY JUNE 25,0000
1.PB-12-11/96 THE ABOVE SPACE RESERVED FOR NOTARY SEAL



## HAGEDORN, INC.

1924 Broadway, Suite B . Vancouver, WA 98663 (360) 696-4428 · (503) 283-6778 · FAX (360) 694-8934

December 1, 1997

LEGAL DESCRIPTION FOR JIM RELYEA

## WEST "20 ACRES":

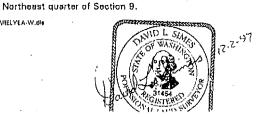
The West half of the Southeast quarter of the Northeast quarter of Section 9, Township 4 North, Range 1 East, Willamette Meridien, Clark County, Washington.

TOGETHER WITH AND SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 60 foot easement for ingress, agress, and utilities, the East, North and West lines of which are described as follows:

BEGINNING at a Clark County concrete monument marking the Northeast corner of Section 9, as shown in Book 33 of Surveys at page 98, Clark County Auditor's Records; thence South 01° 40' 25" West, along the East line of the Northeast quarter of Section 9, for a distance of 1155.00 feet to a 1/2 inch iron pipe at the Southeast corner of the "McCuddy tract" as described under Clark County Auditor's File No. 9708060263; thence North 88° 26' 11" West, 658.58 feet to a 1/2 inch iron rod (Survey 33-98) on the East right-ofway line of a 60 foot easement at the Southwest corner of the "McCuddy tract", and the TRUE POINT OF BEGINNING of the East, North and West lines of the 60 foot easement to be described; thence South 01° 40' 25" West, along the East line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 321.50 feet; thence South 88° 26' 11" East, along the North line of the easement to be described and parallel with the South line of the "McCuddy tract", for a distance of 626.58 feet to a point 30 feet West of the East line of the Northeast quarter of Section 9; thence North 01° 40' 25" East, along the West line of the easement to be described and parallel with the East line of the Northeast quarter of Section 9, for a distance of 161.00 feet to the terminus of said West easement line. EXCEPT any portion of said easement lying East of the East line of the

LD-1997\HELYEA-W.dle



		ALARA CXILISA
	Real Estate Excise Tax Ch. 11 Rev. Laws 1951 EXEMPT	97 MAR II AM 18: 15
Return Address: Afford	#	AUDITOR 1-4-HZABETH A. LUCE
31010 mit Spences ld MI	For details of tax paid see	
Jedgefield 98642	Doug Lasher Clark County Treasurer	
Warranty Deed (Statutory Form)	Depart	
Indexing information required by the Washington State Auditor's/Recorder's		
Trotoronce # (II applicable):		(please print last name first)
Grantor(s): (1) MARGARET FRIENK (W.down Grantes(s): (1) James and Judith Reyea Legal Description(abbreviated): Sec 9, 1074 Assessor's Property Tax Parcel /Account # 211217	12) STEVE AND JAN	Addl' on pgAddl', on pg
	1 0/124/	
The Grantor 1. MARGARET FRINK (Wick ESTATE CONTRACT VANCOUNCE, WA. 98/1001 for Thousand and 900 Bollars (\$34,000 AND Judith Religen STEVE AND The following described real estate:  See Attached Page.	and in consideration of the sum o	
Dated this 6th day of March	State of WASHINGT 1997 Margaret	
STATE OF WASHINGTON,		
County of Clay K. Ss. (INDIV)	DUAL ACKNOWLEDGEMENT)	
person who appeared before me, and said person acknowled free and voluntary act for the uses and purposes	ged that SHE_signed this instrument.	is the iment and acknowledged it to be
Dated this 6th day of March	-97	_
COMMISSION EXPIRES	Print Name Kebecca S Notary Public in and for the State	of Washington
Washington Legal Blank, Inc., Isaaquah, WA Form No.53 10/98 MATERIAL MAY NOT HE REPRODUCED IN WHOLE OR IN PART IN A	NY FORM WHATSOEVER.	

The Southeast Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian.

Together with an easement for ingress, egress and roadway purposes over and across an existing roadway from the above described real property to County Road No. 29, such easement being at feet in width and being that certain roadway easement used for over forty years and appurtenant to the above described real property as transferred and conveyed by instruments recorded under Clark County Auditor's File Nos. G 330707 and G 552100.

SUBJECT TO: Easements for pipelines for the transportation of oil, gas and the products thereof as granted to Pacific Morthwest Pipeline Corporation, by instruments recorded under Clark County Auditor's File Nos. G 188945 and G 188946.

Clark Couply Tropuer

Clark Couply Tropuer

By

G 625705

SZABBBC

REAL ESTATE CONTRACT

This contract is made and entered into by and between Andrew D.

Frink and Margaret E. Frink, husband and wife, sellers, and James C. Relyea
and Judith M. Relyea; husband and wife, and HI-School Pharmacy, Inc., a

Washington corporation, buyers.

It is mutually agreed as follows:

1. The sellers agree to sell to the buyers and the buyers agree to purchase from the sellers, all in accordance with the terms of this contract, the following described real estate situated in Clark County, Washington, to-wit:

The Southeast Quarter of the Northeast Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian.

2000 The y

Together with an easement for ingress, egrees and roadway purposes over and across an existing roadway from the above described real property to County Road No. 29, such easement being 12 feet in width and being that certain roadway easement used for over forty years and appurtenant to the above described real property as transferred and conveyed by instruments recorded under Clark County Auditor's File Nos. G 330707 and G 552100.

SUBJECT TO: Easements for pipelines for the transportation of cil, gas and the products thereof as granted to Pacific Northwest Pipeline Corporation, by instruments recorded under Clark County Auditor's File Nos. G 188945 and G 188946.

- 2. The buyers agree to pay to the sellers as the purchase price of the property described above the sum of Thirty-Four Thousand (\$34,000.00).

  Dollars, to be paid as follows:
- a. The sum of Five Thousand (\$5,000.00) Dollars has been paid herewith; and receipt of such sum is hereby acknowledged; and
- b. The balance of the purchase price, i.e., the sum of Twenty-nine Thousand (\$29,000.00) Dollars and interest, shall be paid in monthly installments of Two Hundred (\$200.00) Dollars each, or more, beginning March 1, 1973, and continuing monthly thereafter until the full amount of the purchase price and interest is paid. The entire balance of the purchase price shall be paid in all events on or before the expiration of fifteen (15) years from the date of this contract.

104650

- c. The diminishing balance of the purchase price shall bear interest at the rate of seven (7%) percent per annum from the date of this contract. Each payment made upon this contract shall be applied first to accrued interest and then to the balance of the purchase price.
- d. The buyers shall have the option to make additional payments upon the purchase price in any amount on any installment date without penalty.
- 3. The buyers shall be entitled to immediate possession of the real property described above and shall be entitled to remain in possession at all times while this contract is in full force and effect.
- 4. The buyers agree that they will pay before delinquency all taxes and assessments which may hereafter be assessed or become a lien against such property. Taxes for 1973 shall be pro-rated as of the date of this contract.
- 5. The property herewith sold is unimproved. The buyers assume all the hazards of damage to or destruction of any of the property subject to this contract and also of the taking of such property or any part thereof for public use, and no such damage, destruction or taking shall constitute a failure of consideration on the part of the sellers. The buyers may make improvements upon such real property, but in the event any improvements are made or any work is done on the property, the buyers shall promptly pay the costs thereof and shall allow no liens to accrue against the property from any source whatsoever.
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on the part of the buyers shall be construed as a waiver of any subsequent

- 7. In the event suit or action is brought by either of the parties hereto with respect to any matter arising out of this contract, it is agreed that the prevailing party in such litigation shall be entitled to recovery of the costs and expenses of such litigation, including a reasonable attorney's fee to be fixed by the court in which such suit or action is brought.
- B: The sellers agree that they will promptly and at their own expense procure and deliver to the buyers a purchasers! policy of title insurance, insuring the sellers! title as of the date of this contract in an amount equal to the purchase price. The sellers further agree that they will promptly pay the real estate excise tax upon this sale.
- 9. The sellers agree that they will forthwith execute a warranty deed to the buyers for fulfillment of this contract and that they will deposit the same with a signed copy of this contract with First Federal Savings and Loan Association of Vancouver for delivery upon full performance of this contract by the buyers. All payments upon the purchase price and interest shall be made at First Federal Savings and Loan Association of Vancouver to the account of the sellers unless and until written notice is given by the sellers to the buyers to make payments elsewhere. All collection costs will be borne by the sellers. The warranty deed so executed shall warrant the sellers' title as of the date of this contract, but shall not warrant against any liens or encumbrances suffered or imposed by acts of the buyers subsequent to the date of this contract.

Dated this 8 day of Tippucky, 1973.

Sellers: Wickey!

Andrew D. Frink

Margaret E. Frink

Buyers:

James C. Relyca

Judith M. Relyea

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	Section 1	ĺ
. 1	HI-SCHOOL PHARMAGY, INC.,	
	a Washington corporation,	
4		
	Steven J. Olivh, President	1
, [ 2 ]		
	By Janee U. Oliva	
	ganice D. Oliva, Secretary	100
	STATE OF WASHINGTON )	
	STATE OF WASHINGTON	
	County of Clark	
	보통하는 도착 보통하는 보통하는 보다 보다 보다 보다 보통하는 보다 본 본 사람들은 보다 보는 사람들은 보다 되었다. 그는 사람들은 보다 되었다. [24]	
. 1.1	On this day before me personally appeared Andrew D. Frink and Margaret	113
	E. Frink, husband and wife, to me known to be the same persons named in and who will 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 there.	12.0
	mentioned.	15.5
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	1015 No. 1015	
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1.	County of Clark	
	On this day before me personally appeared Jemes C. Relyce and Judith M.	
	Relyea, husband and wife, to me known to be the same persons named in and who	1
	executed the foregoing instrument, and acknowledged to me that they signed the	62
	same as their free and voluntary act and deed, for the uses and purposes the wedle	38
2.00	mentioned.	1
9	WITNESS My hand and notarial seal this 772 day of 400 (401) 1973	
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100	Washington, residing at Valleting 1000 3	
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	STATE OF WASHINGTON )	
- ,	County of Clark	177
	The same of the sa	
	on this Ma day of LUNUWW, 1973, before me personally appeared Steven J. Oliva and Janice D. Oliva, to me known to be the president	W
	and secretary, respectively, of the corporation that executed the within and fore-	[2]
25.44	going instrument, and acknowledged said instrument to be the free and voluntary	
1	act and deed of said corporation, for the uses and purposes therein mentioned,	x 32.3
13.7	and on oath stated, each for himself, that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.	3.47
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	IN WITNESS WHEREOF, I have hereunto set my hand end affixed my office decisions.	
	seal the day and year last above written.	
		7.
	Children Charmonia	
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## WARRANTY DEED

THE GRANTORS, JACK K. PETERSEN and JEANETTE PETER-SEN, husband and wife, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to ANDREW D. FRINK and MARGARET E. FRINK, husband and wife, the following described real property, situate in the County of Clark, State of Washington:

That portion of the East half of the Northeast quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the quarter corner on the East line of said Section 9, thence North, along the East line of the Northeast quarter of said Section, 90 rods to the Southeast corner of the tract conveyed to Myrtle A. Stewart, by deed recorded under Auditor's File No. A-4737; thence West, along the South line of said Stewart tract, 80 rods to the West line of the East half of the Northeast quarter of said Section 9; thence South along the West line of said legal subdivision, 90 rods to the Southwest corner thereof; thence East 80 rods to the point of beginning.

EXCEPT Public roads and easements of record.

There is also conveyed: the following:

Including the right, title and interest of Sellers in and to the established road upon the premises for approximately 43 years, as shown in that certain deed wherein Sellers acquired said land, recorded under Clark County Auditor's File No. G330707:

This deed is in fulfillment of that certain Real Estate Contract dated April 7, 1965 under Auditor's File No. 0412440 which contract was assigned May 4, 1966 under Auditor's File No. 0451489; sales tax has been paid as evidenced by Sales Tax Receipt No. 55306.

DATED this 300 day of April, 1970.

EARL. W. JACKSON
ATTORNEY AT LAW
BATTLE GROUND, WASHINGTON 98604

TELEPHONE 687-3121





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Mil.

STATE OF WASHINGTON ) iss County of Clark )

On this day personally appeared before me Jack K.

Petersen and Jeanette Petersen, 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 day of April, 1970.

Wotary Public In and for the State of Washington; residing at Battle Ground, therein.

MED FLE RECORD

APR 7 376 MILYON

EARL W. JACKSON
ATTORNEY AT LAW
BATTLE GROUND, WASKINGTON 98804
TILLPHONE 087-3121

Warranty Deed - Page 2

G451489 Filed for Record at Request of

LUCATA OCUMENT NO. Real Estate Excise Tax

Ch. 11 Rev. Laws 1951 59865 Dute 5-12-66

Eva King Burgett

Chirk, County Treasurer PURCHASER'S ASSIGNMENT OF CONTRACT AND DEED

THE GRANTORS, ALBERT C. McCLURE and MARLYS J. McCLURE, husband and wife, for value received hereby convey and quit claim to ANDREW D. FRINK

and MARGARET E. FRINK, husband and wife, ... the grantee,

the following described real estate, situated in

Clark

County, State of Washington,

Together with all after acquired title of the grantor(s) therein. That portions of the East half of the Northeast quarter of Section 9, Township 4 Nonth, Range 1 East of the Willamette Meridian, described as Tollows: Beginning at the quarter corner on the East line of said section 9, thence North, along the East line of the Northeast quarter of said Section, 90 rods to the Southeast corner of the tract conveyed to Myrtle A. Stewart by deed recorded under Auditor's File No. A-4737; thence West, along the South line of said Stewart tract, 80 rods to the West line of the East half of the Northeast quarter of said Section 9; thence South along the West line of said legal subdivision, 90 rods to the Southwest corner thereof; thence East 80 rods to the point of beginning; EXCEPT public roads; INCLUDING the right, title and interest of Sellers in and to the established road upon the premises for approximately 43 years as shown in that certain deed wherein Sellers acquired said land recorded under Clark County Auditor's File No. 6330707; SUBJECT That portion of the East half of the Northeast quarter of Section 9 said land recorded under Clark County Auditor's File No. 0330707; SUBJECT TO pipeline easement's recorded under Auditor's File Nos. 0188945 & 0188946. and do hereby assign, transfer and set over to the grantee that certain real estate contract dated the 7th a day of April, 1965 and Amendment thereto dated June 11, 1965 between Jack K. Peterson and Jeannette Peterson, husband and

wife, as seller and Albert .C. McClure and Marlys J. McClure, husband and wife,

as purchaser for the sale and purchase of the above described real estate. The grantee hereby assume and agree to fulfill the conditions of said real estate contract.

Dated this

STATE OF WASHINGTON, County OF, CLARK

On this day personally appeared before me Albert C. McClure and Marlys J. McClure, to me known to be the individual S described in and who executed the within and foregoing instrument, and acknowledged that the Mgned the same as uses and purposes therein mentioned. their free and voluntary act and deed, for the

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the State of Washington, Ground, therein

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REAL ESTATE CONTRACT

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THIS CONTRACT FOR THE SALE OF LAND, made and entered into this 7th day of April, 1965, by and between JACK K. PETERSEN and JEANETTE PETERSEN, husband and wife, hereinafter designated as "Sellers", and ALBERT C. McCLURE and MARLYS J. McCLURE, husband and wife, hereinafter designated as "Purchasers"

## <u>WITNESSETH</u>:

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:

That portion of the East half of the Northeast quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

Real Estate Encise Tax Ch. 11 Rev Laws 1951 \$ 528 or in paid Ropt # 2346 3 to 4/-265 Evaluation Treesurer M.Shen

Beginning at the quarter corner on the Bast line of said Section 9, thence North, along the East line of the Northeast quarter of said Section, 90 rods to the Southeast corner of the tract conveyed to Myrtle A. Stewart, by deed recorded under Auditor's File No. A-4737; thence West, along the South line of said Stewart tract, 80 rods to the West line of the East half of the Northeast quarter of said Section 9; thence South along the West line of said legal subdivision, 90 rods to the Southwest corner thereof; thence East 80 rods to the point of beginning.

EXCEPT public roads.

2. PRICE AND PAYMENT: The purchase price of the said described premises is the sum of Hight Thousand Seven Hundred Fifty and NO/100 Dollars (\$\$,750.00) of which the sum of Three Thousand and NO/100 Dollars (\$3,000.00) has been paid, receipt of which is hereby acknowledge, leaving a balance of Five Thousand Seven Hundred Fifty and NO/100 Dollars (\$5,750.00), which sum shall be paid in annual installments of \$575.00 each plus interest at the rate of Six (6) per cent per annum upon all deferred balances; first installment commencing on the 6th day of April , 1966, and continuing thereafter on the 6th day of each and every April until the full amount of the said purchase price and interest thereon shall have been paid. Interest shall commence to run from April , 1965.

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 any installment date, or or paying vist in balance of the purchase price at any time.

EARL W. JACKSON ATTORNEY-AT-LAW BATTLE GROUND, WASH

3. 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 1965 taxes, the same have been adjusted between the parties as follows:

Pro rated as of April 6, 1965.

4. FIRE INSURANCE AND ASSUMPTION OF RISK: Purchasers shall keep the buildings and improvements upon the premises herein conveyed, insured to their full insurable value against loss or damage by fire, said fire insurance to be carried in a reputable company and bearing an endorsement in Sellers' favor as their interest shall appear.

The Purchasers agree to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Sellers by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the Sellers my be required to expend in procuring such money, or at the election of the Sellers, to the rebuilding or restoration of such improvements.

- 5. <u>POSSESSION</u>: The Purchasers shall have the right to the possession of said property on the <u>6th</u> day of <u>April</u>, 1965, provided however that said Purchasers shall, upon default hereunder and upon demand of the sellers, surrender to the Sellers peaceable possession of said premises.
- 6. 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 buildings or improvements now on said premises shall be removed therefrom, torm down or destroyed without first having obtained written consent of the Sellers, and no major alterations shall be made without first having obtained Sellers' written consent.

It is understood and agreed that 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.

7. DEED AND 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 full payment of the purchase price and interest as herein provided, The Sellers shall execute a good and sufficient Warranty Deed, conveying the premises heretofore described to Purchasers, provided they shall not warrant against any incum-brances or liens placed against said premises by Purchasers. It is understood that Sellers have furnished title insurance policy to Purchasers showing good and merchantable title to said premises, which policy has been accepted by Purchasers and which will be

EARL W. JACKSON ATTORNEY-AT-LAW BATTLE GROUND, WASH

delivered to Purchasers upon final payment.

- 8. ASSIGNMENT: This contract shall not be assigned by Purchasers without the consent of Sellers endorsed hereon in writing, and any assignment hereof shall not relieve the assignors from their obligations assumed hereunder.
- 9. INSPECTION: It is understood that the Purchasers have made full inspection of the real estate and that no promise nave made that interpresentation respecting the condition of any building or improvement thereon, or relating to the alteration or repair 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 his contract.
- 10. ESCROW: It is understood that a copy of this contract shall be placed with First Independent Bank, Battle Ground Branch, Battle Ground, Washington , together with a Warranty Deed conveying said premises from Sellers to Furchasers and Title Insurance Policy showing good and merchantable title; this clause shall be deemed as instructions to said bank, or such other escrow agent as Sellers wish to designate to receive payments from Purchasers on said contract and to deliver said Warranty Deed and Title Insurance Policy upon full payment of the principal balance and interest. interest.
- ll. DEFAULT: Time is of the essence hereof, and in the event the Purchasers fail to comply with or perform any condition or agreement hereof, promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchasers' rights hereunder terminated, and upon their doing so, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of the property; that if the Sellers, within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchasers' rights hereunder, the Purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee. In the event taxes, liens, fire insurance premium or any other charges which are agreed to be paid by Purchasers remain unpaid, or if Purchasers fail to perform any covenant or agreement as herein set out and Sellers elect to pay such charges, the Sellers may at their option make such payment, which charges will be added to the amount to be paid by Purchasers under this contract and shall be treated as part of the total purchase price to be paid by Purchasers to Sellers. Any notice of default may be sent by registered mail to Purchasers at the following address:

  Route 1, Box 268, Brush Prairie, Washington

Route 1, Box 268, Brush Prairie, Washington

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

EARL W. JACKSON ATYORNEY-AT-LAW BATTLE GROUND, WASH.

STATE OF WASHINGTON COUNTY OF CLARK

GB.

On this day personally appeared before me Jack K. Petersen, Jeanette Petersen, Albert C. McClure and Marlys J. McClure, 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 mentioned therein.

of April, 1965.

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

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SY CLARK COUNTY TITLE CO.

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EARL W. JACKSON ATTORNEY-AT-LAW BATTLE GROUND, WASH.

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Westerly G\$30'70'7 RECESTERES DOCUMENT NO. копаш

## Statutory Warranty Deed

THE GRANTOR Ralph K. Stryker and Edris M. Stryker, husband and wife of 116 Evergreen Dr. , Vancouver, Washington.

Six Thousand and no/100 Dollars (\$6000.00)

in hand paid, conveys and warrants to Jack K. Peterson and Jeannette B. Peterson,

husband and wife.
the following described real estate, situated in the County of Clark......

The Southeast quarter of the Northeast quarter of Section.

Nine (9), Township Four (4) North, Range One (1) East of the Willamette Meridian, including the right, title and interest of Grantor in and to the established road from the property of Grantor to County Road No. 29, the same having been used for purposes of ingress and egress to and from the property of Grantor for approximately forty (40) years.

EXCEPT County Roads.

EXCEPT County Roads.
Subject of Pipeline right of way with right to select
the route for and to construct, maintain, inspect, operate,
protect, repair, replace alter or remove a pipeline or
pipelines for the transmission of oil, gas and other
products thereon, on vover and through said premises, as
products thereon, on vover and through said premises, as
granted by Samuel D. Stewart, to Pacific Northwest Pipeline
Corporation, a Delaware corporation, by instrument dated
Canuary 5, 1956, recorded Feb. 20, 1956 in volume D20,
Page 46, under auditor's file No. G 188945

Para a

Ch. 11 Rcy. Leve 1031 Root #45266 Date 4-23 Eva King Burgett

STATE OF WASHINGTON, Cich County Trocsusci County of Clark

On this day personally appeared before me Ralpir K. Stryker & Edris M. Stryker

to me known to be the inclivedual described in and who executed the within and foregoing instrument, and free and voluntary act and deed, for the ned the same as thoir