#### TERMINATION OF EASEMENT

WHEREAS, the State of Washington, Department of Natural Resources, and LONGVIEW FIBRE COMPANY, a Delaware corporation, entered into an easement exchange agreement filed for record October 17, 1977, in the records of Skamania County Auditor, on pages 635-639, Book 73 of Deeds, under Auditor's No. 85077, as amended by agreement filed for record June 23, 1978, in a records of Skamania County Auditor on pages 5-7, Book 75 of Deeds under Auditor's No. 86697, referred to herein as the Original Agreement and Amendment, and,

WHEREAS, said Original Agreement and Amendment provided for the joint use, maintenance, construction, and reconstruction of mutually beneficial roads, in Sections 3, 9 and 10, Township 2 North, Range 7 East, W.M., and,

WHENDERS, such easement rights as needed by both parties have been granted in new documents as follows:

- (1) An easement dated November 7, 1984, which easement is recorded in the records of Skamania County, Washington, on November 26, 1984, Volume 84 of Deeds, pages 98-127 under Auditor's No. 98520 as amended by document dated June 12, 1985, recorded in the records of Skamania County, Washington, on June 26, 1985, Volume 84 of Deeds, pages 692-698, under Auditor's No. 99446, and
- (2) An easement supplement dated January 30, 1986, granted to Longview Fibre Company by the State and filed under Application No. 46462 of State records and WHEREAS, it is in the best interest of the parties to terminate the said Original

Agreement and Amendment,

NOW, THEREFORE, the State of Washington, Department of Natural Resources, and Longview Fibre Company, mutually covenant and agree that said Original Agreement and Amendment are hereby terminated and as of the date of this termination, are of no force and effect.

Dated this hit day of April , 19 86 .

LONGVIEW FIBRE COMPANY

W. Lee Robinson Vice President-Timber

Attest R. G. McDermott

Secretary

STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES

ROY E. EKIIS, Manager

Timber Sales Division

August 18, 1986

Register In Tarah

Easement No. 1603 401747

STATE OF WASHINGTON )	
) ss County of Cowlitz )	
On this day of April	, 19 86 , before me personally
appeared W. LEE ROBINSON	, to me known to be
the Tides Descrident-Timber and	Secretary
	LONGVIEW FIBRE COMPANY , the
corporation that executed the within and for instrument to be the free and voluntary act purposes therein mentioned, and on oath statinstrument and that the seal affixed is the	ed that they were authorized to execute said corporate seal of said corporation.
IN WITNESS WHEREOF, I have hereunto set and year first above written.	my hand and affixed my official seal the day
of Fu	
A COLUMN TO	Notary Public is and for the State of
Push	Washington residing at
"Mannahamanana"	My appointment e pires
annimin.	
STATE OF WASHINGTON )	
COUNTY OF THURSTON )	
On this 18th day of Queust	, 1984, before me personally appeared Sales Division Manager of the Department of
voluntary act and deed of the State of Wash	nington for the ases and perpositionent and that
the seal affixed is the officia sear of t	ne Cormissioner of Public Lands for the State of
Washington.	and the second family
IN WITNESS WHEREOF, I have hereunto s above.	et my hand and seal the day and year set forth
above	
	1) initial the
	Notary Public in and for the State of
	Washington, residing at Olympia.
	My appointment expires 1-26-90

FILED FOR RECORD SKAMANIA CO. WASH BY <u>D. No. 1</u>

AUG 25 12.51 PH '06
AUG 170R
ANY H. OLSON



Relinquishment of Real Estate Contract

Page 2

(b) Buyers hereby convey and quit claim to Sellers all
, , , =
of their right, title and interest in and to the real estate des-
cribed in Exhibit "A".  (b) Buyers further bargain, sell sub convey to Sellers
(b) Buyers further bargarn, sell, and convey to sellers
by case and an archael prop-
all of their right, title and interest in and to the personal prop-

erty of Buyers now located on said real estate and used in the operation and management of said real/estate as a mobile home park.

(d) Buyers covenant and agree to indemnify and hold Sellers harmless against all claims of liens against said real estate suffered Exc. est Reclestok TAXes by Buyers during their occupancy of said real estate.

Except as above provided in Paragraph 1(d), Sellers hereby absolve and release Buyers from all further liability under said Agreement.

Rentals due or received prior to February 1st, 1986 will be retained by buyers. 22 da//of

CARSON VALLEY MOBILE PARK LTD, an Oregon limited partnership

DeGroot

Kanis General Partner

SELLERS

BUYERS

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me GEORGE D. DeGROOTE and GLORIA Z. DeGROOTE, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes, therein mentioned.

GIVEN under my hand and official seal this

\_, 1986.

"FILED FOR RECORD skanaria co. Wasii GENEGL DE GUDIE Notary Public in and for the state of Washington, Residing at Camas. Stewnson My appointment expires: 3-14-89 10-1-86

day 3

Aug 26, 2,06 PH '86 feer with AUDITOR GARY M. OLSON

Relinquishment of Real Estate Contract

Page 3

STATE OF OREGON ) ) ss.
COUNTY OF ML TNOMAH )

On this day of thrusty, 1986, before me personally appeared BEN KANIS, to me known to be a General Partner of Carson Valley Mobile Park Ltd, an Oregon limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY OF OREGIN

Notary Public is and for the State of Oregon, Residing at 10 than My appointment expires: 10 16-87

10930

REAL ESTATE EXCISE TAX AUG2 6 1986

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## 1.0T 1

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 WORTH, RANGE & E.W.M. DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF CARSON VALLEY 111, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88° 38' 39" WEST, ALONG THE SOUTH LINE OF SHIPARD FALLS ROAD 96.03 FEET, TO THE EAST LINE OF THE WEST 16 RODS OF THE SOUTH 10 RODS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21;

THENCE SOUTH 0° 31' 28" WEST, PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, 165.00 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21;

THENCE SOUTH 88° 38' 39" EAST, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, 96.03 FEET, TO A POINT ON THE WEST LINE OF LOT 1 OF CARSON VALLEY 111;

THENCE NORTH 0° 31' 28" EAST ALONG THE WEST LINE OF SAID LOT 1 OF CARSON VALLEY 111, 165.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

## LOT 2

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF METZGER PARK IN CARSON VALLEY III, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88° 38' 39" WEST; ALONG THE NORTH LINE OF SHIPARD FALLS ROAD 120.00 FEET; THENCE NORTH 00° 31' 28" EAST, PARALLEL TO THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY 111, 100.00 FEET;

THENCE SOUTH 88° 38° 39" EAST, PARALLEL TO THE NORTH LINE OF SAID SHIPARD FALLS ROAD, 120.00 FEET TO THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY 111;

THENCE SOUTH 000 31" 28" WEST, ALONG THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY 111, 100.00 FEET, TO THE POINT OF BEGINNING.

### LOT 3

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF METZGER PARK, IN CARSON VALLEY 111, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 880 38' 39" WEST, ALONG THE NORTH LINE OF SHIPARD FALLS ROAD, 120.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTINUED

IMPINE NORTH DOD 31' 28" EAST, PARALLEL TO THE WEST LINE OF SAID INTIVIAL TYPES BOOK 102 PAGE 421

THENCE NORTH 88° 38' 39" WEST PARALLEL TO THE NORTH LINE OF SAID SHIPARD FALLS ROAD, 210.03 FEET, TO THE EAST LINE OF METZGER ROAD;

THENCE SOUTH 00" 31' 28" WEST, ALONG THE EAST LINE OF SAID METZGER ROAD, 190.00 FEET;

THENCE SOUTH 88° 38' 39" EAST, ALONG THE NORTH LINE OF SAID SHIPARD FALLS ROAD 210.03 FEET TO THE TRUE POINT OF BEGINNING.

## PARCEL B

Lots 1, through 49 inclusive and tracts A and B of Carson Valley III according to the official plat thereof on file and of record in Book B of Plats at pages 1 and 2 under auditor's file number 181820 recorded March 5, 1976, Records, Skamania County, Washington.



EXHIBIT "A"-2

# ESTOPPEL AND SOLVENCY CERTIFICATE

STATE OF OREGON ) ) ss.

The undersigned, being first duly sworn on oath deposes and says:

- 1. That the undersigned, as General Partner of Carson Valley Mobile Park Ltd, an Oregon limited partnership, made, executed and delivered to George D. DeGroote and Gloria Z. DeGroote, husband and wife, hereinafter called Sellers, that certain document entitled Relinquishment of Real Estate Contract cited the 26. day of 1986 ("Relinquishment"), conveying the real property described on Schedule "A" attached hereto and the personal property used in the operation and management of said real estate as a mobile home park ("Property") to the Sellers.
- 2. That the Relinquishment is a full reconveyance by Carson Valley Mobile Park Ltd to the Sellers for the consideration therein stated.
- 3. That the Relinquishment was made, executed and delivered by Carson Valley Mobile Park Ltd to the Sellers as our free and voluntary act.
- 4. That the indebtedness to the Sellers that is satisfied by the delivery of the Relinquishment represents a fair value of the Property.
- 5. That the Relinquishment was not given as a preference against any other creditor. That there are no persons, firms or corporations, other than the undersigned, interested, directly or indirectly, in the Property.
- 6. That Carson Valley Mobile Park Ltd is solvent and has no other creditors whose rights would be prejudiced by the conveyance mentioned in Paragraph 1.
- 7. That there are no liens or encumbrances that affect the Property except any described in the Relinquishment as applicable.
- 8. That Carson Valley Mobile Par Ltd is not obligated under any bond, mortgage, deed of trust or other written or verbal arrangement whereby any lien has been created or exists against the Property except as otherwise specified in the Relinquishment as applicable.
- 9. That there is no judgment, claim of lien or other obligation against the Property that has or may attach to or encumber the Property except as otherwise specified in the Relinquishment as applicable.
- 10. That in executing the Relinquishment, Carson Valley Mobile Park Ltd has not acted under any duress, undue influence, misapprehension or misrepresentation by the Sellers or any agent, attorney or other representative of the Sellers; and that it is the intention of Carson Valley Mobile Park Ltd to transfer to the Sellers all of its right, title and interest of the undersigned in the Property.
- 11. The undersigned has not permitted or caused any damage or destruction to the Property or any improvements on the Property.
- 12. The undersigned hereby waives any statutory lien, common law lien or other lien available to the dersigned against the property because of labor supplied, madelals furnished or any other act or omission by the undersigned with respect to the Property.

Estoppel and Solvency Certificate

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13. This Affidavit shall inure to the benefit of the Sellers and the successors and assigns of the Sellers.

DATED this 24th day of February . 1986.

CARSON VALLEY MOBILE, PARK LTD, an Oregon limited partnership

By: Ben Kanis, General Partner

SUBSCRIBED and SWORN to before me, a Notary Public, this 24 day of floruary, 1986.

NOTAR, OF OREGINE

Notary Public in and for the State of Oregon, residing at / arthur ove My appointment expires: /0.36.87

## LOT 1.

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 E.W.M. DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF CARSON VALLEY 111, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88° 38' 39" WEST, ALONG THE SOUTH LINE OF SHIPARD FALLS ROAD 96.03 FEET, TO THE EAST LINE OF THE WEST 16 RODS OF THE SOUTH 10 RODS OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21;

THENCE SOUTH 0° 31' 28" WEST, PARALLEL TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, 165.00 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21;

THENCE SOUTH 88° 38' 39" EAST, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, 96.03 FEET, TO A POINT ON THE WEST LINE OF LOT 1 OF CARSON VALLEY 111;

THENCE NORTH 0° 31' 28" EAST ALONG THE WEST LINE OF SAID LOT 1 OF CARSON VALLEY 111, 165.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

### LOT 2

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF METZGER PARK IN CARSON VALLEY III, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88° 38' 39" WEST, ALONG THE NORTH LINE OF SHIPARD FALLS ROAD 120.00 FEET; THENCE NORTH 00° 31' 28" EAST, PARALLEL TO THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY III, 100.00 FEET;

THENCE SOUTH 88° 38' 39" EAST, PARALLEL TO THE NORTH LINE OF SAID SHIPARD FALLS ROAD, 120.00 FEET TO THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY 111;

THENCE SOUTH DOP 31 28" WEST, ALONG THE WEST LINE OF SAID METZGER PARK IN CARSON VALLEY 111, 100.00 FEET, TO THE POINT OF BEGINNING.

### LOT 3

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 8 E.W.M., DESCRIBED AS FULLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF METZGER PARK, IN CARSON VALLEY 117, AS RECORDED AT PAGE 1 OF BOOK B OF PLATS, RECORDS OF SKAMMIA COUNTY, WASHINGTON;

THENCE NURTH 88° 38' 39" WEST, ALONG THE NORTH LINE OF SHIPARD FALLS ROAD, 120.00 FEET TO THE TRUE POINT OF BEGINNING;

CONTINUED

THENCE NORTH 88° 38' 39" WEST PARAILLEL TO THE NORTH LINE OF SAID SHIPARD FALLS ROAD, 210.03 FEET, TO THE EAST LINE OF METZGER ROAD;

THENCE SOUTH DOP 31' 28" WEST, ALCHG THE EAST LINE OF SAID METZGER ROAD, 100.00 FEET;

THENCE SOUTH 88° 38' 39" EAST, ALCAG THE NORTH LINE OF SAID SHIPARD FALLS ROAD 210.03 FEET TO THE TRUE POINT OF ENGINEERING.

## PARCEL B

Lots 1, through 49 inclusive and tracts A and B of Carson Valley III according to the official plat thereof on file and of record in Book B of Plats at pages 1 and 2 under auditor's file number 81820 recorded March 5, 1976, Records, Stamania County, Washington.

EXHIBIT "A"-2