LAND SALE CONTRACT

THIS CONTRACT is made and entered into this 16 day of 1986, by and between Caffall Bros. Forest Products, Inc., an Oregon corporation (herein "SELLER"), and Darryl R. Stewart and Becky A. Stewart, husband and wife (herein "BUYERS").

RECITALS:

- A. SELLER owns the real property described on Exhibit "A" attached hereto.
- BUYERS desire to purchase from SELLER said real property. SELLER is willing to sell the real property to BUYERS under the following terms and conditions:

NOW, THEREFORE, SELLER AND BUYERS AGREE AS FOLLOWS:

Section 1: Sale and Purchase.

On and subject to the terms and the conditions hereinafter set forth, SELLER hereby sells to BUYERS and BUYERS hereby purchase from SELLER the real property described on Exhibit "A" attached hereto (herein "Real Property"), including any remaining standing timber situated thereon (herein Registered "Timber").

Section 2: Purchase Price for the Property.

The purchase price for the property is forty-five 2.1 thousand dollars (\$45,000.00).

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Section 3: Payment.

The purchase price for the property shall be paid as follows:

- 3.1 Cash at Closing. At closing, BUYERS shall pay to SELLER the sum of ten thousand dollars (\$10,000.00) in cash. BUYERS have already deposited two hundred dollars (\$200.00) of this sum into escrow as an earnest money deposit and will pay the balance over to SELLER at Closing.
- 3.2 <u>Deferred Purchase Price</u>. The remaining principal balance of the purchase price, in the amount of thirty-five thousand dollars (\$35,000.00), will be paid over a period of approximately fifteen (15) years and shall bear interest at the rate of ten per cent (10%) per annum from the closing date until fully paid. The deferred purchase price and interest thereon shall be paid according to the payment schedule below.
- 3.2.1 Payment Schedule. On Sapramoraxxi, 1986 and on the 16th and of each and every month thereafter up to and including sacramoraxxxx, 2010, Buyers shall make a monthly payment to SELLER of three hundred seventy-six dollars and eleven cents (\$376.11). Each payment received by SELLER shall be credited first to any amounts owing hereunder, next to interest and them to the principal. Any remaining balance due on the Contract of successive 2010 shall be paid on that date.

 The along with the regular monthly payment of three hundred between cents (\$376.11).
 - 3.3 Prepayment. BUYERS shall have the right to prepay without penalty, and without prior consent of SELLE any an

all payments required to made by BUYERS pursuant to the terms of this Contract. Notwithstanding the foregoing, however, prepayments shall not excuse BUYERS from making the regular monthly payments due under this Contract until the remaining balance is paid in full.

- 3.4 <u>Late Charges</u>. If any payment is not made by BUYERS as and when due, BUYERS shall pay to SELLER a late charge in an amount equal to five per cent (5%) of the amount of such payment.
- 3.5. Place and Time of Payment. All payments specified herein shall be deemed made when actually received by SELLER. All payments shall be made at the address set forth in Section 15 below. All payments shall be made without claim or offset and without prior notice or demand.
- Payments to Third Parties. In the event that BUYERS fail to pay, when due, any amounts required of BUYERS to be paid to third parties under this Contract, SELLER may pay any or all such amounts; provided that (a) SELLER gives BUYERS at least 15 days prior written notice before making any such payment if an elapse of such time period, in SELLER's opinion, will not jeopardize SELLER's interest in the property, and provided that (b) BUYERS shall have the right, in good faith, to contest the amount or validity of any amount to be paid to a third party so long as SELLER's interest in the property is not jeopardized thereby and so long as BUYERS pay the amount determined or judged to be due to such third party. If SELLER makes any such payments, the amount so expended by SELLER shall Until paid, such immediately be due from BUYERS to SELLER. amounts will bear interest at the rate of twelve (12%) per

annum, and repayment thereof shall be secured by this Contract. SELLER's election to make any payment pursuant to this Section shall not constitute a waiver of SELLER's rights to declare BUYERS in default of this Contract and to exercise any other remedy set forth herein or otherwise provided by law.

Section 4. Taxes and Liens.

- delinquency, all real property taxes and assessments (general and special) which are levied against the property, when due, directly to the taxing authority. BUYERS shall keep the property free from all public and municipal liens, other than the lien of governmental taxes and assessments not yet delinquent, which may be imposed thereon after the closing date. BUYERS shall present to SELLER, annually, written evidence that all taxes and assessments have been paid. In the event that the property should become subject to any special assessments on account of public improvements, BUYERS shall have the right to qualify the payment on such assessments on an installment basis as allowed by any statute or ordinance under which special assessments can be paid on an installment basis.
- 4.2 Forest Classification. BUYERS acknowledge that the property is classified as forest lands for real property tax purposes and accepts the property subject to any deferred real property taxes. BUYERS agree that during the term of this Contract, BUYERS shall not suffer, cause or permit the property to lose the forest land classification. However, in the event that the property, for any reason, loses such classification, BUYERS agree to pay, when due and before delinquency, all additional taxes, interest and/or penalties assessed by the taxing authority by reason of such change of classification,

and the Contract shall not be deemed in default. Additionally, BUYERS shall pay when due and before delinquency any taxes or fees due by reason of any cutting or removal of timber from said property.

Section 5. Closing.

- of the property (herein "Closing") shall occur in escrow with Mt. Adams Title Company at its office at 1000 East Jewett, White Salmon, Washington 98672 (herein "the Title Company"). Closing shall occur on a date mutually agreeable to the parties but no later than KNINGKXXXXX 1986. The date that escrow closes is hereinafter referred to as "the Date of Closing" or the "Closing."
- 5.2 Prorates and Costs. Except as otherwise provided herein, all items to be prorated shall be prorated in escrow, on the Date of Closing. SELLIR shall be responsible for payment of BUYERS' title insurance premium, the payment of excise tax, revenue stamps, payment of the real estate commission, and for one half of the escrow fee. BUYERS shall be responsible for all recording fees, one half of the escrow fee, a credit report and any and all other closing costs.
- 5.3 Property Tax Prorates. The real property taxes attributable to property for the fiscal year in which Closing occurs shall be prorated as of the Date of Closing.
- 5.4 <u>Title Policy Commitment</u>. At Closing, SELLER shall deliver to BUYERS a commitment for the title insurance from the title insurance company evidencing the title company's willingness to issue to the BUYERS a standard form policy of title insurance insuring that fee title to the property is vested in SELLER, subject to:

LAND SALE CONTRACT

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- A.) Printed general exceptions appearing on the policy form;
- B.) Liens or encumbrances which by the terms of the Contract BUYERS are to assume, or as to which the conveyance herein is to be mide subject;
- C.) Any easements, reservations, deed exceptions, covenants, conditions and restrictions against the premises at the time of closing.

SELLER shall cause such policy to be issued in favor of BUYERS, at SELLER's cost, as soon as possible after Closing.

- 5.5 <u>Cooperation</u>. At Closing, the parties hereto shall execute and deliver any and all documents and funds necessary to consummate the transaction contemplated hereby.
- Fulfillment Deed: On full payment of the purchase price and interest in the manner hereinabove specified, the SELLER agrees to execute and deliver to BUYERS a Warranty Deed to the property free and clear of any encumbrances, except those encumbrances and obligations being assumed by the BUYERS, if any, and any that may accrue hereafter due to any person other than the SELLER and excepting any part hereafter taken and subject to easements, covenants, public use, conditions, restrictions, and exceptions, and reservations of Furthermore, rights reserved by federal patents or state deeds, building or use restrictions general to the area, including governmental platting and subdivision requirements, and building and zoning regulations and provisions, shall not be deemed encumbrances. Neither shall reserved hydrocarbons and mineral rights be deemed encumbrances or defects. provision of this Contract survives the delivery of the deed except as expressly provided. Acceptance of the deed shall be an acceptance of the performance of all the obligations of the

SELLER hereunder except as may be expressly stated in writing to survive the delivery of the deed.

Section 6. Possession.

6.1 BUYERS shall be entitled to possession of the property from and after the Date of Closing.

Section 7: Maintenance and Improvements.

- 7.1. Maintenance. BUYERS shall, at BUYERS cost, keep the property in good condition and repair and shall not permit any waste thereon, ordinary wear and tear excepted.
- 7.2. Compliance with Laws. BUYERS shall, at BUYERS' cost, promptly comply with all laws, ordinances, regula' ons, directions, rules, and requirements of all governmental authorities applicable to the use or occupancy of the property. BUYERS shall commit no illegal acts upon the property.
- 7.3. Improvements. In the event that BUYERS cause any improvements to be constructed upon the property, these improvements shall be constructed in conformity with all applicable laws and codes. In addition, any such improvements shall become immediately subject to the lien of this Contract and shall for all purposes be deemed to be part of the property secured hereby.

Section 8: Indemnification and Liability Insurance.

- General Indemnity, Release and Waiver 8.1 Subrogration. BUYERS shall forever defend, indemnify, and hold SELLER harmless from any claims, losses, damage, liability or costs and expenses (including attorney fees) (herein "Claim") arising out of or in any way connected with the use, possession, ownership, or condition of the property, which Claims arise subsequent to the date of Closing, due to BUYERS conduct with respect to the property. In the event any litigation or proceedings are brought against SELLER arising out of or in any way connected with any such claims, BUYERS shall, at their expense, upon notice from SELLER, vigorously resist and defend such actions or proceedings through legal counsel acceptable to SELLER. BUYERS hereby release SELLER from all claims, causes of action and damages related to the use, possession, ownership or condition of the property. policies of insurances referred to herein or required hereunder (Section 8 or Section 9) shall contain a full waiver of subrogation in a form acceptable to SELLER.
- 8.2 Liability Insurance. During the term of this Contract, EUYERS shall maintain, at their sole cost and expense, comprehensive liability and property damage insurance in a company or companies reasonably satisfactory to SELLER, with limits of not less than the following: Comprehensive General Liability: five hundred thousand dollars (\$500,000.00) each occurrence, five hundred thousand dollars (\$500,000.00) aggregate; umbrella or excess liability, five hundred thousand dollars (\$500,000.00). Such occurrence, five hundred thousand dollars (\$500,000.00). Such insurance shall cover all risks arising out of the use, possession, ownership or condition of

the property after the date of Closing and BUYERS conduct with respect to the property, and shall protect SELLER and BUYERS Such policies shall (a) against claims from third persons. contain a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days written notice BUYERS' (b) insure performance of SELLER. obligations hereunder, and (c) provide coverage for SELLER regardless of whether the asserted claim is asserted against either or both BUYERS and SELLER. A certificate(s) evidencing such insurance shall be furnished to SELLER at closing. In the event of damage or destruction of the property or improvements as a result of fire or any other casualty insured against, the proceeds of such insurance shall be used to restore the premises to as good a condition as it is now, or they may be applied toward payment of the purchase price herein.

Section 9: Advances by SELLER for Insurance Only.

9.1 In case BUYERS fail to maintain insurance as herein provided, the SELLER may effect such insurance and any amounts so paid by the SELLER, together with interest at the rate of twelve percent (12%) per annum thereon from date of payment until repaid, shall be payable by BUYERS to SELLER on SELLER's demand, all without prejudice to any other rights the SELLER might have by reason of such default. BUYERS and SELLER agree this amount may be added to the principal balance due on the Contract, at SELLER's option.

Section 10: Acceptance of Premises

10.1 BUYERS accept the premises and improvements thereon and all other aspects of the premises, in their present

condition, AS IS, including all latent defects, without any representations or warranties, express or implied, unless they are expressly set forth in this Contract or are in writing, signed by the SELLER. The BUYERS agree that a full inspection of the premises has been made. The SELLER shall not be liable under any agreement with respect to (a) the condition of the premises, or (b) any service, installation, maintenance or construction charges for sawer, water or electricity, or (c) for alterations, improvements or repais, unless the agreement is in writing and attached to this Contract. The BUYERS agree that they have had the opportunity to inspect the property and to review all federal, state and local regulations including but not limited to taxes, zoning, building or housing and other regulatory ordinances and laws, and BUYERS accept the premises with full awareness of these ordinances and laws as they may affect the present use or any intended and future use of the premises. SELLER has made no representation or warranties as to the premises' compliance with any such federal, state or local regulation or law.

Section 11: BUYERS' Default/SELLER's Remedies:

- 11.1 Each of the following shall be an event of default:
- (a.) Failure to make payments, in full on the date due and without demand.
- (b.) Any breach by BUYERS of any other covenant, representation, promise or undertaking set forth in this contract.
- (c.) Any assignment made by BUYERS for the benefit of creditors.

- (d.) Any of the following occurring with respect to the property: the appointment of a receiver, liquidator or trustee; the adjudication as a bankrupt or insolvent; the filing of any petition for bankruptcy or reorganization; the institution of any proceeding for dissolution or liquidation; BUYERS' inability to pay their debts when due; or a default in any provision of any other instrument which may be held by SELLER as security for the price due hereunder.
- (e.) Any transfer of the property in violation of this agreement.
- THE ESSENCE. If BUYERS fail to make any payment precisely when due or breach any term or provision of this Contract, SELLER may, at its option, exercise any of the following alternative remedies upon giving BUYERS thirty (30) days' written notice, specifying the default and the remedy to be exercised should BUYERS fail to secure all defaults at the expiration of the 30-day period. In the event of any default herein, BUYERS shall be obligated to pay all of SELLER's reasonable attorney fees, whether or not suit is instituted by SELLER, such fees to include, but not be limited to consultation, notices, demands of any type, litigation proceedings at trial and on appeal and/or appearances in bankruptcy proceedings. Costs shall include, but not be limited to, the taxable costs of the action and cost of searching the title.
 - (a) <u>Suit for Delinquencies</u>. SELLER may institute suit for any installment or other sums due and payable under this Contract, together with

advanced by SELLER for and sums any items such as water for delinquencies assessments, taxes, insurance payments underlying obligations assumed by BUYERS and lienable items incurred, together with SELLER's reasonable attorney fees and costs, plus interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.

- Acceleration. In the event of any default (b) SELLER may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect the full amount remaining on the purchase price, together with any sums advanced by the SELLER for the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations assumed by BUYFRS, lienable items and all other expenses incurred to in the protect SELLER's interest together with SELLER's reasonable attorney fees and costs, all bearing interest at the rate of per annum from the date of each such Payment by BUYERS of any judgment advance. obtained by SELLER, pursuant to this paragraph, shall be a condition precedent to the delivery of a deed to said property by SELLER or by the escrow agent, if any.
- (c) <u>Forfeiture</u>. In the event of a default, SELLER may elect to declare a forfeiture of and cancellation of this contract and upon such

of rights being made, all election hereunder shall cease and terminate and SELLER shall be entitled to take possession of the BUYERS payments made by property, and all SELLER retained by shall be hereunder liquidated damages sustained on account of said Prior to acceleration, a thirty (30) day notice of SELLER's intent to accelerate shall be made by SELLER in writing. Within the thirty (30) day period, the BUYERS shall have the right to remove the grounds for the acceleration as Acceleration and notice. the specified forfeiture may be declared, unless the BUYERS have paid to the SELLER all expenses SELLER has BUYERS' result of as a incurred costs and attorney fees. including all acceleration being declared, all sums due under the Contract, including all costs and attorney fees, shall immediately be payable in full, and BUYERS shall have no right to bring delinquencies current and reinstate the Contract.

(d) All remedies above shall be nonexclusive and in addition to any other remedies provided by law.

Section 12: No Waiver.

12.1 The failure of SELLER to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this Contract by the BUYERS shall be deemed only an indulgence by the SELLER with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of

any right of SELLER to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the SELLER to utilize any particular remedy to enforce a breach of this Contract shall not preclude SELLER from electing to use an alternate remedy to enforce a subsequent breach.

Section 13: Attorney Fees and Costs.

- 13.1 If this Contract or any obligation contained in it is referred to an attorney for collection or realization, BUYERS agree to pay SELLER's attorney's fees, including fees incurred with or without legal suit, expenses of searching records to determine the condition of title, and all other related legal expenses.
- 13.2 In the event litigation arises out of this Contract, the losing party agrees to pay all of the prevailing party's reasonable attorney fees, together with all reasonable costs and expenses incurred in connection with such action, at trial and on appeal, including the cost of searching the title, in addition to all other sums provided by law, which sums shall be included in any judgment or decree received.

Section 14: Notice Provision.

14.1 All notices or demands to be given by each party to the other pursuant to this Real Estate Contract may be delivered or deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested and addressed as follows:

To SELLER: Caffall Bros. Forest Products, Inc.

P.O. Box 725

25260 S.W. Parkway

Wilsonville, Oregon 97070

Attention: Charles C. Caffall

TO BUYERS: Darryl R. Stewart

Becky A. Stewart

P.O. Box 1271

Rt.2 Box 55

White Salmon, Washington 98672

Notices and demands sent by mail shall be deemed to have been given and delivered within three (3) days after having been properly mailed. The postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

Section 15: BUYERS' Remedies.

any covenant or obligation made by SELLER hereunder, BUYERS may bring an action against SELLER for specific performance of this Contract and/or pursue such other remedy or remedies as shall be allowed under Washington law, all toward the end of making BUYERS whole hereunder. Prior to commencing such actions, BUYERS must send a thirty (30) day notice to SELLER specifying such default and SELLER shall then have thirty (30) days to remove the ground for the default claimed in the notice.

Section 16: Condemnation.

16.1 BUYERS assume all hazards of damage to or destruction of the property or to any improvements now on said real estate LAND SALE CONTRACT

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or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use and agree that no such damage, destruction or taking shall constitute a failure of consideration hereunder. In the event of the taking of all or any part of the property for public use, all of the monies received by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums which are required to be expended in procuring such money.

Section 17: Warranties.

17.1 BUYERS are acquiring the property "AS IS" and SELLER makes no representations or warranties except as to title and as set forth herein. Without limiting the generality of the foregoing, BUYERS acknowledge that they have made their own irdependent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant or BUYERS may not rely upon any consultants they may retain. representation of any party, whether or not such party purports to act on behalf of SELLER, unless the representation is expressly set forth herein or in a subsequent document executed by SELLER. All representations, warranties, understandings and between BUYERS and SELLER are merged herein. agreements Neither the BUYERS nor the SELLER or the assigns of any of them shall 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 SELLER does warrant that as of made a part of this Contract. the effective date of this Contract, it has no notice of any liens to be assessed against the premises and that it has no notice from any governmental agency of any violation of the law relating to the premises.

Section 18: Due on Sale and Assignment Provision.

The rights hereunder granted are personal to the BUYERS and SELLER's reliance upon BUYERS' financial ability and integrity is a material part of the consideration for this Contract. It is therefore agreed that no right, title, or interest to the property herein involved or to the Contract here executed shall be assigned, given, sold or conveyed by BUYERS hereto without the express written consent of the SELLER shall not unreasonably withhold such consent. SELLER. It is specifically understood that this Contract contains a DUE ON SALE CLAUSE and if this Contract or the premise; being sold sold, assigned or transferred by hereunder is voluntarily or involuntarily, without SELLER's consent, such assignment, sale or transfer shall be deemed to increase the risk of the SELLER, shall constitute a default under this Contract, and SELLER may, at its option, declare the entire unpaid balance immediately due and payable or demand any other remedy provided herein for default.

Section 19: Abandonment.

19.1 Should BUYERS abandon the property while in default, SELLER may take immediate possession of the property for the purpose of protecting and preserving the property and may mitigate damages by renting or operating the property during the period of enforcement of SELLER's rights under this Contract without prejudicing SELLER's remedies under this Contract. SELLER shall not be liable for any losses sustained by BUYERS resulting from SELLER's failure to lease the property or any portion thereof after default or from any other act or omission by SELLER after BUYERS' abandonment.

Section 20: Collection.

20.1 SELLER may place this Contract for collection with the agent of its choice, may transfer the collection from one agent to another, and may terminate any collection, all at SELLER's election.

Section 21: Utility Services.

21.1 BUYERS will pay all service, installation or construction charges for water, sewer, electricity, gas, garbage and other utility services furnished to the premises after the date BUYERS are entitled to possession.

Section 22: Average Footage.

22.1 Any representations as to acreage made by SELLER or SELLER's real estate agent or any other person in marketing the premises are understood to be broad approximations and are not intended to be relied upon to determine the fitness or value of the property. BUYERS have personally observed the property and have reached their own conclusions as to the adequacy and acceptability of the size of the premises based upon their personal observations and BUYERS' own analysis.

Section 23: Preparation of Documents.

23.1 All parties to this Contract acknowledge that this document was prepared by SELLER's attorney, on behalf of SELLER. BUYERS acknowledge that they were advised and urged to seek the advice of independent counsel regarding their rights and responsibilities pursuant to this transaction and

Contract. By executing below BUYERS acknowledge they have sought the advice of independent counsel or waived their right to do so. .

Section 24: Waiver.

25.1 Failure of either party at any time to require performance of any provision of this Contract shall not limit that party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or waiver of that provision itself.

Section 25: Gender and Number.

25.1 As used in this Contract, the masculing feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

Section 26: Interpretation and Construction.

26.1 Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this Contract.

Section 27: Prior Agreements and Amendments.

27.1 This Contract constitutes the entire agreement of the parties hereto and may not be amended, other than in writing, signed by all parties. This agreement supersedes and replaces all prior or existing written or oral agreements of the parties.

Section 28: Successors.

28.1 The terms and provisions of this Contract shall be binding upon and shall inure to the benefit of the legal representatives and proper assigns and successors of the parties.

Section 29: Jurisdiction.

29.1 The parties agree that this Contract shall be construed according to the laws of the State of Washington. Jurisdiction for any lawsuit arising out of this Contract shall be with the Superior Court of the State of Washington.

Section 30: Severability:

30.1 Should any provision of this Contract be found to be illegal or unenforceable, it is severable from the Contract and the remaining provisions of the Contract shall remain binding and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on this day of contract of the day of the day

CAFFALL BROS. FOREST PRODUCTS, INC.

Its V.P. Secretary Housoner

DARRYL R. STEWART, BUYER

Becky a. Stewart
BECKY A. STEWART, BUYER

STATE OF WASHINGTON)

County of Skamania)

On this day personally appeared before me Darryl R. Stewart, to me known to be the individual described herein 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.

of September, 1986.

NOTARY PUBLIC in and for the star of Washington residing at White

State STON OF THE STATE OF WASHING

STATE OF WASHINGTON)

ss.

County of Skamania)

BOOK 102 PAGE 706

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

of Stolember, 1986.

NOTARY PUBLIC in and for of Washington, residing at

a StateBLIC

STATE OF WASHINGON)

SS.

WASh mgh. County of Skamania)

appeared personally day this to HOWARD F. WINTE me known to the V. / Services of Caffall Bros. Forest Products, Inc., the the foregoing instrument, and corporation that executed acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

of September, 1986.

BOOK 102 PAGE 207.

Darllag Carson

NOTARY PUBLIC in and for the State
of Washington residing at Beave to such

Commission Experies 1/20/88

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BOOK 102 PAGE 708

The land referred to in this policy is situated in the State of Washington County of Skamania

and is described as follows:

The Northeast quarter of the Northwest quarter of Section 16, Township 2 North, Range 7 East of the Willamette Meridian; Together with a permanent easement upon, over, and along rights of way 60 feet in width over and across the Southwest quarter of the Northwest quarter of the Northeast quarter of Section 16, the Northwest quarter of the Willamette Meridian, in Township 2 North, Range 7 East of the Willamette Meridian, in Skamania County, Washington, more fully described in instrument dated January 3, 1977, and recorded February 8, 1977 under Auditor's File No. 83566.

EXHIBIT "A"