

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF SKAMANIA

In Re the Marriage of:

FRED L. CLOE,

Petitioner,

and

NANCY M. CLOE,

Respondent.

No. 89-3 00047 0

SEPARATION CONTRACT AND  
AGREEMENT REGARDING  
PROPERTY DIVISION

THIS AGREEMENT, MADE AND EXECUTED in triplicate by and between Fred L. Cloe, hereinafter referred to as "Husband" or as "Fred", and Nancy M. Cloe, hereinafter referred to as "Wife" or as "Nancy".

WITNESSETH

WHEREAS, the parties hereto were married in Stevenson, County of Skamania, State of Washington, on September 6, 1981, and ever since have been and now are husband and wife; and

WHEREAS, the parties have no children born as issue of this marriage; and

WHEREAS, differences have arisen between the parties as a result of which they have separated and are now living separate and apart; and

WHEREAS, the Husband has commenced an action for dissolution of this marriage in the Superior Court of Skamania County, Washington; and

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Registered     
Index     
Filed 7/13/90  
Mailed   

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MORSE & BRATT  
1104 MAIN STREET  
P.O. BOX 61566  
VANCOUVER, WASHINGTON 98666  
(206) 699-4760

1 WHEREAS, the Husband has been represented by Douglas J. Bratt,  
2 Attorney at Law, in this matter and the Wife has been represented  
3 by Bernard J. Heavey, Attorney at Law; and

4 WHEREAS, the parties are now desirous of fully, finally and  
5 forever effecting a settlement and disposition of their property  
6 rights without the necessity of the intervention of the Court,

7 NOW, THEREFORE, in consideration of the mutual promises,  
8 agreements and covenants contained herein, and in consideration  
9 of the mutual benefits to be derived from this Separation  
10 Contract, it is agreed that:

11 1. No maintenance shall be paid to either party.

12 2. It is agreed that the wife shall have as her sole and  
13 separate property all property listed on Exhibit "A", attached  
14 hereto and incorporated by reference, and the husband does  
15 hereby release all of his right, title and interest in and to  
16 the property described on Exhibit "A".

17 3. It is agreed that the husband shall have as his sole and  
18 separate property all property listed on Exhibit "B", attached  
19 hereto and incorporated by reference, and the wife does hereby  
20 release all of her right, title and interest in and to the  
21 property described on Exhibit "B".

22 4. The parties agree that to the extent that any of the  
23 property described on Exhibit "A" or Exhibit "B" is still in the  
24 possession of the other party, that that other party shall return  
25 the personal property discussed in Exhibits "A" and "B" to the

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1 rightful owner thereof, within thirty (30) days of the effective  
2 date of this agreement. Furthermore, the parties agree to  
3 execute any and all necessary documents that might be necessary  
4 to accomplish the transfer of the property discussed on Exhibits  
5 "A" and "B", including assigning certificates of title to  
6 vehicles, quitclaim deeds to real property, and whatever other  
7 items shall be reasonably requested to be executed by the other  
8 party.

9 5. With respect to the animals owned by the parties, the  
10 parties have reached the following agreements:

11 A. The horse called "Serena Chex" has been sold prior  
12 to the separation of the parties and the proceeds therefrom have  
13 been equally divided.

14 B. The horse called "Star Duster" has been sold by the  
15 parties and they have equally divided the proceeds therefrom.

16 C. All cattle have been disposed of by the parties  
17 prior to this agreement and neither party has claims against the  
18 other related thereto.

19 D. Fred shall have the following two (2) horses as his  
20 separate property for which he has already paid Nancy her share  
21 of the value thereof:

22 (1) CCM Classical Jazz, Registry No. 0906263.

23 (2) JB Lightfoot, Registry No. 0319523.

24 E. Fred shall have the full ownership of all other  
25 animals on the premises of the family home, including the

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1 chickens. Fred shall also have full ownership and control of the  
2 feed stored in the barn.

3 F. Nancy shall have the ownership of "Duke" a half  
4 Doberman/half Labrador dog.

5 6. The parties further agree that the Husband shall own, as  
6 his sole and separate property, the following items, and that  
7 Wife shall have no further right, title or interest in and to  
8 said items:

9 A. Real property located in Skamania County,  
10 Washington, the street address of which is M.P. 0.27R Woodard  
11 Creek Road, Stevenson, Washington 98648, the legal description  
12 of which is set out on Exhibit "C", attached hereto and  
13 incorporated herein by reference.

14 B. Business known as Stevenson Car Wash along with the  
15 real property and improvements in which said business is  
16 conducted, the legal description of which is set out on Exhibit  
17 "D", attached hereto and incorporated herein by reference.

18 C. Three acres located in Carson, Washington, on which  
19 a shop is currently located, the legal description of which  
20 acreage is set out on Exhibit "E", attached hereto and  
21 incorporated herein by reference.

22 D. Business known as Carson Laundromat, along with the  
23 real property and improvements in which said business is  
24 conducted, the legal description of which is set out on Exhibit  
25 "F", attached hereto and incorporated herein by reference.

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1 E. Business known as Stevenson Laundromat, which  
2 consists of a business which is operated on rental property not  
3 belonging to the parties.

4 F. Vendor's interest in and to Contract of Sale dated  
5 January 15, 1979, between Fred L. Cloe, as seller, Ray L.  
6 Cochran and John W. Cochran, d/b/a as Cochran Investments, as  
7 purchasers, and recorded February 16, 1979, in Book 76 at page  
8 167, under Auditor's File No. 88067, records of Skamania County,  
9 Washington.

10 G. Judgment in favor of Fred Cloe against Kaleb Siaw as  
11 reflected in District Court of the State of Oregon for Multnomah  
12 County, Cause No. 661860.

13 H. Amounts owing to Fred L. Cloe by Charles R. Paxton,  
14 as reflected by Promissory Note dated August 26, 1988, in the  
15 amount of \$5,000.00, secured by Deed of Trust recorded in Book  
16 110, Page 625, records of Skamania County, Washington, said  
17 recording having taken place on August 26, 1988.

18 7. The parties hereto agree that each party shall own as his  
19 or her own separate property, any and all social security, profit  
20 sharing, retirement, pension, and/or any other retirement  
21 benefits related to each party's past and/or present and/or  
22 future employment. In Fred's case, this award shall include any  
23 and all right, title and interest vested or unvested, owned by  
24 Fred in the Northwest Marine Benefit and Retirement Trusts and  
25 the Inland Boatman's Union of the Pacific National Pension Plan,

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1 and Nancy agrees that she shall have no claim of right, title  
2 and/or interest in and to said retirement funds.

3 8. Fred shall be responsible for and shall hold Nancy  
4 harmless from any and all claims of creditors related to the  
5 residence at M.P. 0.27R Woodard Creek Road, Stevenson, Washington  
6 98648, including the mortgage holder, claims for taxes,  
7 insurances, and all utilities. Fred shall make his full and best  
8 efforts to have Nancy's name removed from any and all current and  
9 binding obligations that the parties jointly have, including the  
10 obligation on the home located at M.P. 0.27R Woodard Creek Road,  
11 Stevenson, Washington 98648, and the indebtedness owing to  
12 Riverview Savings Association on the Carson laundromat. In any  
13 event, Fred shall also be responsible for holding Nancy harmless  
14 from any and all claims of any creditors who hold security on any  
15 property discussed in paragraph 6.

16 9. The parties agree that Fred has, prior to the date of the  
17 signing of this agreement, paid to Nancy the sum of \$31,500.00.  
18 An additional payment by Fred to Nancy of \$10,000.00 shall be  
19 made to Nancy through the trust account of Douglas J. Bratt,  
20 within seven (7) days of the execution of this documentation by  
21 Nancy. In addition, Fred shall be responsible for the balance of  
22 Nancy's dental bill owing to Dr. Orlan Gessford, in the amounts  
23 that are presently owing and shall hold Nancy harmless therefrom.

24 10. Each party shall be responsible for his/her own debts  
25

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1 incurred from and after December 29, 1988, and shall hold the  
2 other party harmless therefrom.

3 11. Each party does hereby waive any and all claims against  
4 the other as to the ownership of any of the property discussed  
5 herein, the management of the businesses discussed herein, and  
6 each party agrees that the payment of funds to Nancy by Fred  
7 shall eliminate any and all claims of Nancy against Fred for any  
8 ownership interest in and to any of the property discussed herein  
9 that is awarded to Fred as his sole and separate property.

10 12. The parties agree that Fred shall continue to carry Nancy  
11 as a beneficiary on his medical and hospitalization insurance  
12 available through his employer through the month of September,  
13 1990. Nothing contained in this agreement shall prevent Nancy  
14 from exercising any and all rights she might have thereafter  
15 under the Federal Legislation known as "COBRA". Nancy shall be  
16 responsible for the payment of any premiums for continued medical  
17 insurance obtained under the authority of COBRA from Fred's  
18 employer.

19 13. Each party has retained counsel of his or her choice,  
20 and each party shall pay his or her own attorney fees and costs  
21 incurred, except as otherwise provided herein.

22 14. It is understood and agreed that the husband has been  
23 represented in this matter by Douglas J. Bratt of Morse & Bratt,  
24 and that the wife has been represented by Bernard J. Heavey.  
25

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1        15. It is agreed that from and after December 29, 1988, any  
2 and all property acquired by either party shall be his or her  
3 separate property and estate and the other shall have no  
4 interest therein. It is also agreed that each party shall be  
5 responsible for and pay all indebtedness incurred by him or her  
6 from and after the date of this execution of this Separation  
7 Contract and Agreement by both parties.

8        16. The parties agree that this division of property shall  
9 be final and binding and shall constitute a full and complete  
10 settlement of their property rights. If an action for Dissolu-  
11 tion of Marriage or Legal Separation is prosecuted to final  
12 judgment, it is agreed that neither party will claim, assert or  
13 demand of or against the other any relief different than is  
14 embodied in this Contract and Agreement, and will not assert one  
15 as against the other any claim or demand inconsistent with or  
16 contrary to the terms hereof.

17        17. The parties agree that neither party is contracting that  
18 either should obtain a Decree dissolving their marriage, but, if  
19 a Decree is obtained, appropriate provisions shall be embodied in  
20 such Decree obligating the parties to carry out the terms of this  
21 Contract and Agreement and to perform the same in accordance with  
22 the terms hereof.

23        18. It is understood and agreed between the parties that no  
24 inducements or promises, other than stated herein, have been  
25 made or extended from either party to the other which have

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1 induced the execution of the Contract and Agreement, and that it  
2 embodies in its entirety the agreement between husband and wife  
3 relating to the division of their property and their property  
4 rights and that there is no other agreement existing between  
5 them with reference thereto.

6 19. Except as herein provided, both husband and wife do  
7 hereby forever waive, release and quit claim to the other all  
8 rights to separate maintenance, homestead, inheritance, the  
9 right to administer on the estate of the other spouse, and all  
10 other property rights and claims which he or she now has or may  
11 hereafter have as husband, wife, widower, widow, or otherwise by  
12 reason of the marital relationship now existing between the  
13 parties.

14 20. The parties agree that this Contract and Agreement is  
15 binding upon the respective heirs, personal representatives and  
16 assigns of the parties hereto. It is further agreed that both  
17 parties will sign any and all papers, deeds, applications,  
18 security agreements, waivers, or relinquishments of interest  
19 necessary to carry out the terms of this Contract and Agreement.

20 21. It is understood and agreed that this Separation  
21 Contract and Agreement is final and binding whether or not a  
22 Decree of Dissolution of Marriage or Legal Separation is  
23 entered.

24 IN WITNESS WHEREOF, the parties have signed and received  
25 copies of this Contract and Agreement and by agreement between

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1 the parties, the effective date of this Contract and Agreement  
2 shall be the date of the signing of this Contract and Agreement  
3 by both parties.

4 Fred L. Cloe  
Fred L. Cloe, Husband

5 Nancy M. Cloe  
Nancy M. Cloe, Wife

6  
7  
8 STATE OF WASHINGTON )  
9 County of Clark ) :ss

10 I, Fred L. Cloe, being first duly sworn on oath, depose and  
11 state as follows:

12 I am the husband in the above-entitled action;

13 I have read the above Separation Contract and Agreement, and  
14 the Exhibits attached thereto, know the contents thereof and  
sign the same as my free and voluntary act and deed for the uses  
and purposes therein mentioned.

15 Fred L. Cloe  
16 Fred L. Cloe, Husband

17 SUBSCRIBED AND SWORN TO before me this 30<sup>th</sup> day of  
18 June, 1990.

19  
20 LYNN L. EKEBERG  
21 NOTARY PUBLIC  
22 STATE OF WASHINGTON  
23 COMMISSION EXPIRES  
24 APRIL 15, 1994  
25

26 Lynn L. Ekeberg  
NOTARY PUBLIC in and for the State  
of Washington, residing in Vancouver.  
My appointment expires: 4-15-94.

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STATE OF WASHINGTON )  
:SS  
County of Skamania )

I, Nancy M. Cloe, being first duly sworn on oath, depose  
and state as follows:

I am the wife in the above-entitled action;

I have read the above Separation Contract and Agreement,  
and the Exhibits attached thereto, know the contents thereof and  
sign the same as my free and voluntary act and deed for the uses  
and purposes therein mentioned.

Nancy M. Cloe  
Nancy M. Cloe, Wife

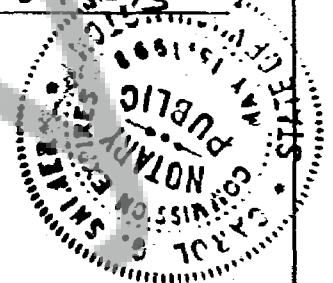
SUBSCRIBED AND SWORN TO before me this 6<sup>th</sup> day of  
July, 1990.

Carol Ann  
NOTARY PUBLIC in and for the State  
of Washington, residing in Vancouver.  
My appointment expires: 05-15-93

FILED IN RECORD  
SKAMANIA WASH  
BY Morse & Bratt

JUL 11 10 58 AM '90

P. Lowry  
GARY E. OLSON



SEPARATION CONTRACT AND AGREEMENT  
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EXHIBIT "A"

Maroon sectional  
Metal file cabinets  
Dinette set  
Typewriter  
Coffee tables  
Oil paintings from all rooms  
Television console and VCR  
Organ  
Glass stereo table  
Vacuum cleaner  
Stereo  
Microwave  
Chest freezer  
Washer and Dryer  
Sewing machine  
Basement waterbed  
Chest of Drawers  
Bookshelf  
Plant stand  
Fan back chair  
Round table  
Encyclopedias  
Art table  
paint supplies  
Skids .22 rifle  
.25 automatic pistol  
Kitchen utensils  
Lawn mower  
Weedeater  
8' x 12' Trailer  
Canon T50 camera  
1/2 gold sectional

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EXHIBIT "B"

Chest of drawers  
Dresser  
Desk and oak file cabinets  
Hide-a-bed  
1/2 gold sectional  
Ship wheel lamps  
Ship pictures  
Anchor clock  
Big speakers  
Stereo console  
Big freezer  
Barrel table  
Nautical things  
Steam whistles  
Ail horse tack  
Stand up lamp  
Tool boxes and workbench  
Loading equipment  
Rifles  
1984 Dodge D-50 Pickup  
1976 Chevrolet Blazer  
Louisanna Pacific stock  
Shop tools  
1948 red Chevrolet 1½ ton flatbed truck  
8' x 16' Flatbed trailer  
1958 Chevrolet tank truck  
All other farm equipment, including 1981 Ford 1900  
tractor, chain saws, air compressor, and all other tools  
All business records  
Canon AE1 camera, including lenses  
Fiberboard stock  
One (1) waterbed



EXHIBIT "C"

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

EXCEPT THAT PORTION THEREOF LYING EASTERLY OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE BUTLER LOOP ROAD AND SOUTHERLY OF THE NORTH LINE OF PRIMARY STATE HIGHWAY NO. 14; AND EXCEPT THAT PORTION THEREOF LYING WESTERLY OF THE CENTERLINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS THE WOODARD CREEK ROAD.

AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND: BEGINNING AT A POINT MARKING THE INTERSECTION BETWEEN THE NORTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 8 AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 34; THENCE TURNING AN ANGLE NORTHWESTERLY AND RUNNING ON A COURSE HAVING AN ANGLE OF  $58^{\circ} 30'$  WITH THE NORTHERLY LINE OF SAID HIGHWAY A DISTANCE OF 100 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE WESTERLY SIDE OF AN OLD ABANDONED COUNTY ROAD A DISTANCE OF 200 FEET TO A POINT WHICH IS 172 FEET DISTANCE NORTHWESTERLY FROM A POINT ON SAID HIGHWAY WHICH IS NORTH  $58^{\circ} 01'$  EAST 200 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 172 FEET TO THE ABOVE MENTIONED POINT ON SAID HIGHWAY; THENCE SOUTH  $58^{\circ} 01'$  WEST 200 FEET TO THE POINT OF BEGINNING;

AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE IRON PIN MARKING THE CENTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 E.W.M.; THENCE NORTH  $00^{\circ} 26'$  WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 34 A DISTANCE OF 227.03 FEET; THENCE NORTH  $86^{\circ} 59'$  EAST 30.03 FEET TO THE RIGHT OF WAY LINE OF COUNTY ROAD NO. 1014, DESIGNATED AS WOODARD CREEK ROAD, SAID POINT BEING THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH  $00^{\circ} 26'$  WEST 191.18 FEET; THENCE NORTH  $82^{\circ} 33'$  EAST 105.93 FEET; THENCE SOUTH  $10^{\circ} 35'$  EAST 43.43 FEET; THENCE NORTH  $72^{\circ} 32'$  EAST 63.21 FEET; THENCE SOUTH  $13^{\circ} 26'$  EAST 92.05 FEET; THENCE SOUTH  $06^{\circ} 54'$  WEST 87.30 FEET; THENCE SOUTH  $86^{\circ} 59'$  WEST 242.31 FEET TO THE INITIAL POINT;

AND EXCEPT THE FOLLOWING DESCRIBED TRACT OF LAND:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE IRON PIN MARKING THE CENTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 6 E.W.M.; THENCE NORTH  $00^{\circ} 26'$  WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34 A DISTANCE OF 390 FEET; THENCE NORTH  $89^{\circ} 34'$  EAST 30 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AND DESIGNATED AS WOODARD CREEK ROAD (COUNTY ROAD NO. 1014), SAID POINT BEING THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE NORTH  $89^{\circ} 34'$  EAST 720 FEET; THENCE NORTH  $00^{\circ} 26'$  WEST 220 FEET; THENCE SOUTH  $89^{\circ} 34'$  WEST 160 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF SAID WOODARD CREEK ROAD; THENCE SOUTHERLY FOLLOWING SAID RIGHT OF WAY TO THE INITIAL POINT.

EXHIBIT C

PAGE \_\_\_\_\_

EXHIBIT "D"

A tract of land in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of Second Street in the Town of Stevenson 260 feet North  $89^{\circ}06'$  West from the intersection of the South line of said Second Street with the West line of the Henry Shepard D.L.C.; thence South to the Northerly right of way line of primary State Highway No. 8, according to the survey thereof approved August 24, 1937; thence in a Northeasterly direction following the Northerly right of way line of said highway to intersection with the South line of Second Street aforesaid; thence North  $89^{\circ}06'$  West along the South line of said street to the point of beginning;

EXCEPT that portion conveyed to Daniel L. Lillegard and Judie A. Lillegard, husband and wife, in Book 77 of Deeds, Page 65, described as follows:

Commencing at a point on the South line of Second Street 602 feet South and 260 feet North  $89^{\circ}06'$  West of the intersection of the West line of the Henry Shepard D.L.C., with the North line of said Section 1; thence South 86 feet to the true point of beginning; thence continuing South to the Northerly right of way line of State Road No. 14 (now primary State Highway No. 8); thence Northeasterly along said right of way line to a point East of the point of beginning; thence West 40 feet, more or less, to the point of beginning.

EXHIBIT

D

PAGE

EXHIBIT "E"

Beginning at a point 66 rods North of the Southeast corner of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 20, Township 3 North, Range 8 East of the Willamette Meridian; thence West 24 rods; thence North 20 rods; thence East 24 rods; thence South 20 rods to the point of beginning;

EXCEPT county road right of way.

EXHIBIT "F"

Lot 12 of Block A of the TOWN OF CARSON according to the official plat thereof on file and of record at page 23 of Book A of Plats, Records of Skamania County, Washington; EXCEPT the West 15 feet thereof.

Unofficial Copy