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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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 1

Registered
Index
Filed 7/390
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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 2

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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.

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 4

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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

SEPARATION CONTRACT AND AGREEMENT
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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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 7

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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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 8

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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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 9

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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 STATE OF WASHINGTON)
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9 County of Clark)
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I, Fred L. Cloe, being first duly sworn on oath, depose and state as follows:

I am the husband 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.

Fred L. Cloe
Fred L. Cloe, Husband

SUBSCRIBED AND SWORN TO before me this 30th day of June, 1990.

LYNN L. EKEBERG
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 15, 1994

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

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 10

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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:

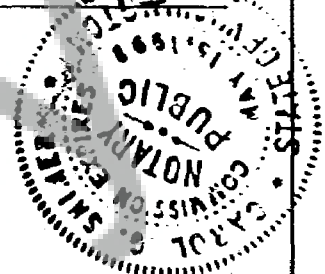
I am the wife in the above-entitled action;

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 6th day of July, 1990.

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



FILED FOR RECORD
SKAMANIA WASH
BY *Morse & Bratt*
Jul 11 10 58 AM '90
P. Lowry
GARY E. OLSON

SEPARATION CONTRACT AND AGREEMENT
REGARDING PROPERTY DIVISION - 11

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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 1 1/2 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° 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° 01' EAST 200 FEET FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY 172 FEET TO THE ABOVE MENTIONED POINT ON SAID HIGHWAY; THENCE SOUTH 58° 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° 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° 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° 26' WEST 191.18 FEET; THENCE NORTH 82° 33' EAST 105.93 FEET; THENCE SOUTH 10° 15' EAST 43.43 FEET; THENCE NORTH 72° 32' EAST 63.21 FEET; THENCE SOUTH 33° 26' EAST 92.05 FEET; THENCE SOUTH 06° 54' WEST 87.30 FEET; THENCE SOUTH 86° 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° 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° 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° 34' EAST 720 FEET; THENCE NORTH 00° 26' WEST 220 FEET; THENCE SOUTH 89° 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.

Unofficial Copy

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