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 BY Alicia Lowe

AUG 22 12 16 PM '91

DECLARATION OF RESERVATIONS, CONDITIONS, AGREEMENTS,
 COVENANTS, EASEMENTS, LICENSES AND RESRICTIONS

GARY OLSON

THIS AGREEMENT made and entered into this 2 day of August, 1991, by and between Terry D. Heinz and Melanie A. Heinz, husband and wife (hereinafter "HEINZES"), Thomas Aspitarte and Rae A. Hansen, husband and wife (hereinafter "ASPITARTES"), and Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife (hereinafter "KRAFT-OLIVERS"), with reference to the following facts:

WITNESSETH:

WHEREAS, HEINZES and ASPITARTES have purchased a parcel of real property situated in Skamania County, Washington (hereinafter the "Property"), more fully described in Exhibit A, which exhibit is incorporated herein by this reference; and

WHEREAS, HEINZES and ASPITARTES have partitioned the "Property" so that ASPITARTES own a portion of the "Property" individually and in fee simple, and HEINZES and ASPITARTES own a portion of the "Property" as tenants in common, more fully described in Exhibit B hereto, which Exhibit is incorporated herein by reference; and

WHEREAS, ASPITARTES have transferred their interest in the portion of the "Property" held as tenants in common with HEINZES to KRAFT-OLIVERS, more fully described in Exhibit C hereto, which is incorporated herein by reference; and

WHEREAS, HEINZES and KRAFT-OLIVERS own a portion of the "Property" as tenants in common and own a portion of the "Property" individually and in fee simple as more fully described in Exhibit D hereto, which is incorporated herein by reference; and

WHEREAS the HEINZES, ASPITARTES and KRAFT-OLIVERS desire to further memorialize their agreed joint obligations and duties with respect to ownership of the "Property"; and

WHEREAS the HEINZES, ASPITARTES and KRAFT-OLIVERS, for themselves, their successors and assigns, desire to impose certain reservations, conditions, easements, licenses, and restrictions on the "Property," NOW THEREFORE, the parties for themselves, their successors and assigns declare that the "Property" described herein shall be subject to the reservations, conditions, agreements, covenants, easements, licenses and restrictions hereinafter set forth as follows:

I.

Scope and Description. By this agreement, the parties establish their joint obligations and duties with respect to the ownership of the "Property." Further, for themselves, successors and assigns, they impose certain reservations, conditions, easements, licenses and restrictions on the "Property."

II.

Purchase Contributions. The parties hereby reaffirm their intent and agreement to contribute to all costs of purchasing and acquiring the "Property" and agree to continue to pay all payments of principal, interest and other payments required by the Promissory Note dated August 9, 1990, more fully described in Exhibit E hereto, which exhibit is incorporated herein by this reference, and that Deed of Trust executed by Terry D. Heinz and Melanie A. Heinz, husband and wife, and Thomas Aspitarte and Rae A. Hansen, husband and wife, as Grantors, to Skamania County Title Company as Trustee for Louise Little, as Beneficiary, dated August 9, 1990, recorded August 10, 1990, in Book 120, page 160, Auditor's File No. 109840, Skamania County Mortgage records, given to secure the payment of the Promissory

Note described herein. Each party's contribution shall be based on the proportionate ownership rights in the "Property" as follows:

- A. HEINZES shall pay twenty-five percent (25%);
- B. ASPITARES shall pay fifty percent (50%);
- C. KRAFT-OLIVERS shall pay twenty-five percent (25%).

III.

Contribution Definitions. "Required Contributions" as used in this agreement shall be those contributions or payments of money necessary to prevent the foreclosure, forfeiture, or loss of ownership of the "Property" to or in favor of third persons including governmental agencies, mortgagees, beneficiaries of deeds of trust, etc. "Agreed Contributions" shall be those contributions for payments of money for items of maintenance, up-keep, improvement, etc. which the parties, for themselves, their successors and assigns, have agreed to place in and/or install upon the "Property."

IV.

Subsequent Contributions. HEINZES, ASPITARTES and KRAFT-OLIVERS shall promptly contribute, when and as the same becomes due, their share of any "Required Contributions," including but not limited to such payments as principal, interest, taxes, fire insurance, assessments, etc. HEINZES shall pay twenty-five percent (25%), ASPITARTES shall pay fifty percent (50%), and KRAFT-OLIVERS shall pay twenty-five percent (25%) of any "Required Contribution." During the time the "Property" is wholly subject to that Deed of Trust executed by HEINZES and ASPITARTES as Grantors and Louise Little as beneficiary, dated August 9, 1990, recorded August 10, 1990, under 109840 in Book 120, page 160 of Skamania County Auditor's Records, each and every party shall provide proof of payment of real property taxes on their respective parcels within the "Property" to the other parties. Further, each and every party shall keep any and all insurable buildings on their respective parcels insured against fire as per the Deed of Trust already mentioned herein. Such policies of insurance shall contain an indorsement or other provisions to the effect that in the event of cancellation of such insurance, notice of such cancellation shall be furnished to each of the parties herein.

As to "Required Contributions," and after "Agreed Contributions" have been established, if any party, their successors or assigns, fail to pay their share of such contributions, the other parties, their successors and assigns are authorized to pay such contributions on behalf of the non-paying party, their successors or assigns. Any sums so advanced by one party on behalf of another party shall bear interest at the rate of the prime rate plus one percent (1%) per annum from the date of the advance and shall be immediately due upon written demand. An additional penalty equaling two percent (2%) of the payment amount for each month the payment is late shall be added. The penalty, payment and interest shall be paid to the party, their successors or assigns, who made the advance payment. If the full amount of such advance or advances, together with interest thereon, is not paid by the party, their successors or assigns, for whom such advance was made within one (1) year from the date of the advance payment, then such party shall be a defaulting party (defined hereafter) under this Agreement.

V.

Restrictions on Transfer. Neither the HEINZES, ASPITARTES or KRAFT-OLIVERS without the prior written consent of the other parties, may directly or indirectly sell, transfer, assign, pledge, or otherwise encumber, voluntarily or involuntarily, all or any part of its interest in the "Property" except as provided in this Agreement. Any other transfer or encumbrance shall be void. Should the parties sell or otherwise transfer, at voluntary or judicial sale or

otherwise, all or any part of their interests in the "Property," their proportionate share of the indebtedness secured by their interest becomes due and payable unless the transfer is among or between the parties to this Agreement and the purchasing party assumes the indebtedness secured thereby.

VI.

Right of First Refusal. If any party to this Agreement desires to sell any or all of their interest in the "Property," the party desiring to sell shall deliver to all other parties within ten (10) days of execution, an executed copy of a written Earnest Money Agreement entered into by the selling party with a third party. Such executed copy of a written Earnest Money Agreement shall be accompanied by a request from the selling party to either purchase the selling party's interest in the "Property" at the purchase price contained in the written Earnest Money Agreement and on the terms and conditions of such agreement, or waive its right of first/second refusal for that specific Earnest Money Agreement and allow the "Property" to be sold under that agreement.

The party with right of first refusal shall have a period of thirty (30) days, after receipt of the executed copy of the Earnest Money Agreement, to serve upon the selling party a written notice specifying whether or not the party is exercising their option to purchase the entire interest of the selling party in the "Property."

If the party with right of first refusal fails to give such notice to the selling party within a period thirty (30) days after service of the executed copy of an Earnest Money Agreement, said party shall be deemed to have elected not to exercise their option to purchase.

The party with right of second refusal shall be presented with notice within ten (10) days after the party with right of first refusal has elected not to exercise their option to purchase the "Property."

The party with right of second refusal shall have a minimum of an additional ten (10) days after receipt of this notice to serve upon the selling party a written notice specifying whether or not they wish to exercise their option to purchase the entire interest of the selling party in the "Property" as described above.

If the party with right of second refusal fails to give such notice to the selling party within a period of thirty (30) days from initial receipt of the Earnest Money Agreement or ten (10) days after receipt of the notice that the party with right of first refusal has elected to not exercise their option to purchase, whichever is greater, said party shall be deemed to have elected not to exercise their option to purchase.

The "written notice" mentioned in this paragraph shall be a notice, in writing, signed by the interested parties indicating to the seller that they wish to exercise their option to purchase the interest of the selling party as per the Earnest Money Agreement delivered to them. Said notice shall be delivered by certified mail to the last known mailing address of the seller.

More specifically, each party's right of first and second refusal depends on whose property is being sold. Each party's right to the sale of each party's property is as follows:

- A. As to any of the KRAFT-OLIVERS' property held by them in fee simple--ASPITARTES have first option and HEINZES have second option.
- B. As to ASPITARTES' property, KRAFT-OLIVERS have first option and HEINZES have second option.

- C. As to HEINZES' property, held in fee simple, KRAFT-OLIVERS have first option and ASPITARTES have second option.

VII.

Co-Owner Option to Purchase: It is further understood and agreed by and among the parties hereto that should either HEINZES or KRAFT-OLIVERS desire to sell their interests in the property they hold as tenants in common, or any part thereof, and find a purchaser or purchasers who are ready, able and willing to purchase the same, the other tenant in common shall have an option to purchase the interest of the party so desiring to sell for the amount of any bona fide offer made by any third party, or parties; and the option of either party to buy the interest of the other party at such price shall extend for a period of thirty (30) days after notice of such bona fide offer has been communicated to them in writing by the party desiring to sell.

If said option to purchase at such price is not exercised within thirty (30) days, the party so desiring to sell shall offer the "Property" to the ASPITARTES with the right of second refusal as described in Paragraph VI above.

If such rights of refusal as set out above are not exercised within the specified periods, then the party so desiring to sell may dispose of its interest to said third party or parties.

VIII.

Default and Definition of Defaulting Party. The party shall be in default ("defaulting party") under this Agreement upon the occurrence of any of the following events:

- *A. If any party makes an assignment for the benefit of creditors or applies for the appointment of a trustee, liquidator or receiver of any party of its assets, or commences any proceedings relating to such party under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws.
- *B. If any party has a proceeding commenced against them relating to the appointment of a trustee, liquidator, or receiver, or pursuant to any proceedings under any federal or state law relating to bankruptcy, insolvency, reorganization or similar laws which proceeding is not dismissed within sixty (60) days after the filing of such proceedings.
- *C. If any party suffers its interest in the "Property" to become subject to any attachment, levy, execution or other judicial seizure.
- D. If any party fails to pay, when due, its share of any required or agreed contribution.
- E. If a party transfers or sells its interest in the "Property" in violation of this Agreement.
- F. If any party breaches or fails to perform any other provision of this Agreement and such breach or failure is not cured within thirty (30) days after written notice of said breach or failure from the other party.

*NOTE: These events are only to be considered defaults as long as the acting party in A, B and C holds its interest in the "Property" subject to that Note and Deed of Trust made for the benefit of Louise Little as described in this Agreement. For example: If a party files bankruptcy, this act threatens the interests of the other parties who are subject to the Deed of Trust and Note made to Louise Little. If

the party filing bankruptcy has paid its proportionate share as set out in Paragraph II herein, and received a partial re-conveyance from Louise Little, such an act would not be a default.

IX.

Election of Remedies Against Defaulting Party by Non-Defaulting Party. In the event a party becomes a defaulting party as defined in this Agreement, the non-defaulting party may elect to pursue the following remedies against the defaulting party:

- A. The non-defaulting parties may elect to forfeit and declare all of the defaulting party's rights and interest in the "Property" terminated and the non-defaulting party shall have the right to enter and take possession of the "Property." No waiver by the non-defaulting parties of any default of the defaulting party shall be construed as a waiver of any subsequent default.
- B. Upon a party defaulting, any non-defaulting party may notify the defaulting party of the election to purchase the defaulting party's interests and, along with such notice, shall commence arbitration pursuant to Paragraph XIV of this Agreement to establish a purchase price. The purchase price shall be the fair market value of the defaulting party's "Property" interest and said fair market value shall be established by arbitration, less any deductions chargeable to the defaulting party for advances made by the non-defaulting parties pursuant to Paragraph IV of this Agreement. In addition, the purchase price shall be reduced by the costs of closing the purchase and sale between the parties, including but not limited to excise taxes, if any due on the transaction, deed and revenue stamps etc. The cost of arbitration shall be charged to the defaulting party. The purchase price shall be paid to the defaulting party by the non-defaulting parties no later than sixty (60) days after the date the purchase price is established by the arbitration.

To set out each party's right to purchase a defaulting party's "Property" interest, the parties agree to follow the same rights of first and second refusal as set out in Paragraphs VI and VII.

X.

Covenants, Conditions and Restrictions. As to that portion south of the Washougal River now held in co-tenancy between HEINZES and KRAFT-OLIVERS, the "Property" is to remain undeveloped without the mutual written consent of the HEINZES and KRAFT-OLIVERS. This mutual covenant shall exist and restrict the commonly owned "Property" as long as at least one of the original parties owns an interest therein.

The HEINZES, their assigns and successors, and KRAFT-OLIVERS, their assigns and successors, will equally share the real property taxes on the "Property" held commonly by them.

XI.

Licenses and Easements:

- A. License. HEINZES, ASPITARTES and KRAFT-OLIVERS hereby grant to the HEINZES, ASPITARTES and KRAFT-OLIVERS and accompanied guests the right and privilege to enter on the land of the parties "Property" described as a 5-foot path along the Washougal River, 5 feet from highwater mark on each side of the river for the purpose of using it for recreational

access. This license shall have no affect, legal or equitable, except for the parties herein. This license does not allow building of structures, cutting down of trees or other improvements on other parties' "Property."

B. Easements.

The HEINZES and KRAFT-OLIVERS, for themselves, their successors and assigns, do hereby grant and convey to Kraft-Olivers, their successors and assigns, and the Aspitartes, their successors and assigns, a perpetual easement over a portion of the "Property" more particularly described in Exhibit F, attached hereto and incorporated herein by reference for use as a means of ingress to and egress from Washougal River Road to what is now Kraft-Olivers' and Aspitartes' land.

1. The easement will be maintained by all parties, their successors and assigns, to the points of road separation for individual use. The original easement road to the "Property" will be maintained by all parties, their successors and assigns, equally to the point of road separation and from that point on shall be maintained by all parties, their successors and assigns, proportionately.
2. All parties, their successors and assigns, agree to reserve and grant to each other, their successors and assigns, an additional easement for ingress to and egress from each of the pieces of "Property" on the south side of the Washougal River. The exact location and width of the easement shall be agreed upon by the parties, their successors and assigns, at a later date.

XII.

Notices: Any and all notices and demands given hereunder shall be by certified/registered mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses or such other addresses as each or all may hereinafter designate.

Terry D. and Melanie A. Heinz
2.30L Washougal River Road
Washougal, Washington 98671

Thomas Aspitarte and Rae A. Hansen
MP 0.22L Ward Road
Washougal, Washington 98671

Terry Kraft-Oliver and Marcia Kraft-Oliver
3314 NE 54th Avenue
Vancouver, Washington 98661

XIII.

Governing Law. This Agreement shall be governed by the laws of the state of Washington.

XIV.

Arbitration. In the event of any dispute not resolved by resort to remedies and provisions in this Agreement, or in the event the parties, their successors and assigns, cannot amicably agree and/or settle any disputes between themselves with respect to the "Property," the dispute shall be subject to binding arbitration. An arbitrator will be chosen by each party. The arbitrators so chosen will choose an additional arbitrator. The three arbitrators shall then decide the matter or matters in dispute and their decision will be binding on all parties, their successors and assigns. Each party shall pay the costs

and fees assessed by the arbitrator selected by them, and the parties, their successors and assigns, shall equally share the costs and/or fees of the fourth arbitrator.

XV.

Entire Agreement. All understandings and agreements between the parties heretofore are merged in this Agreement, which alone fully and completely expresses their agreement.

XVI.

Severability. If any covenant or paragraph of this Agreement is declared to be unenforceable by a court of law, the remainder of said paragraph shall be considered to be valid as though said unenforceable provision never existed.

XVII.

Benefit. This Agreement shall be binding upon and insure to the parties hereto and their legal representatives and successors.

XVIII.

Attorney Fees. It is agreed that the parties hereto shall equally pay the attorney fees incurred in drafting and preparing this Agreement. In the future, in the event suit or arbitration is brought to terminate this Agreement or to enforce any of the provisions hereof, the prevailing party, their successors and assigns, as defined by Washington Statutes and case law shall be entitled to recover all costs, including title search, costs and expenses incurred in connection with said action, in addition to said sum for attorney fees as the court/arbitrators may deem just and equitable. If, because of failure of any party, their successors or assigns, to perform according to the terms and conditions herein a party, their successors or assigns, places this Agreement in the hands of any attorney, the other parties, their successors and assigns, agree to pay the aforementioned costs and a reasonable attorney fee.

XIX.

Negation of Partnership or Joint Venture or Establishment of any Business Enterprise. Nothing in this Agreement or otherwise shall constitute the parties, partners, joint-venturers; or be deemed to be the establishment between these parties of any business enterprises.

XX.

Termination. This Agreement shall continue as long as any two or more of the parties herein own an interest in any part of the "Property." Those provisions regarding Purchase Contributions, Subsequent Contributions and Default Sections A, B and C shall terminate when the entire "Property" is re-conveyed. Paragraphs IV (as to "Agreed Contributions"), VIII, IX, XIV, XVI, XVII, and XVIII shall continue as restrictions on the "Property," and the parties, their successors and assigns shall be subject thereto. All easements granted herein shall run with the land and be perpetual.

Notice to Successors and Assigns of Agreement. The parties, their successors and assigns, do hereby agree that the existence of this document shall be disclosed and reference to this Agreement shall be a condition of sale when any portion of the "Property" is subject to a sale, including but not limited to earnest money agreements. This provision is to ensure that all prospective buyers have notice of this Declaration and its conditions.

This Agreement hereby executed this 2 day of August, 1996.

Terry D. Heinz
TERRY HEINZ/husband

Melanie Heinz
MELANIE HEINZ/wife

Thomas AspitarTE
THOMAS ASPITARTE/husband

Rae A. Hansen
RAE A. HANSEN/wife

Terry Kraft-Oliver
TERRY KRAFT-OLIVER/husband

Marcia A. Kraft-Oliver
MARCIA KRAFT-OLIVER/wife

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me TERRY D. HEINZ, 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 30 day of April, 1991,
TERRY D. HEINZ.

Alida L. Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me MELANIE A. HEINZ, to me known to be the individual described in 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.

GIVEN UNDER my hand and official seal this 16th day of May,
MELANIE A. HEINZ.

Donna McCarthy
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me THOMAS ASPITARTE, 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.

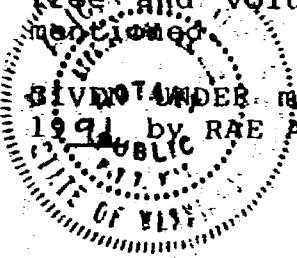
GIVEN UNDER my hand and official seal this 29 day of April,
THOMAS ASPITARTE.

Alida L. Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me RAE A. HANSEN, to me known to be the individual described in 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.

GIVEN UNDER my hand and official seal this 29 day of April, 1991 by RAE A. HANSEN.

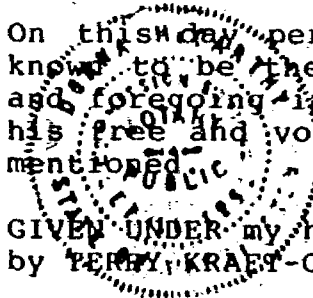


Alisia L. Howe
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me TERRY KRAFT-OLIVER, 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 31st day of May, 1991 by TERRY KRAFT-OLIVER.

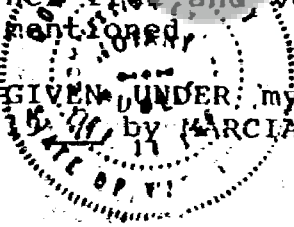


Donna McCarthy
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me MARCIA KRAFT-OLIVER, to me known to be the individual described in 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.

GIVEN UNDER my hand and official seal this 31st day of May, 1991 by MARCIA KRAFT-OLIVER.



Donna McCarthy
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 9-10-91

109839

COPY

BOOK 120 PAGE 157

FILED IN RECORD
SYSTEM WASH
BY Tom Aspilaritz

AUG 10 12 15 PM '90

P. Lowrey
GARRETT L. LSON

BOOK 124 PAGE 764

Filed at the request of:

Alicia L. Lowe, Attorney

335 N.E. 5th Ave.

Camas, WA 98607

STATUTORY WARRANTY DEED

THE GRANTOR, LOUISE LITTLE, who took title as LOUISE CHERRY, as her separate estate, for and in consideration of One Hundred Twenty-Six Thousand Five Hundred and no/100 Dollars (\$126,500.00) in hand paid, conveys and warrants to TERRY HEINZ and MELANIE HEINZ, H&W, a one-quarter (1/4) interest, and THOMAS ASPITARTE and RAE A. HANSEN, H&W, a three-quarters (3/4) interest in the following described real estate, situated in the County of Skamania, State of Washington:

The Southwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, TOGETHER WITH an easement and right of way as set forth in instrument recorded September 22, 1969 in Book 61, Page 211, Skamania County Deed Records.

SUBJECT TO the Rights of Public in Roads and Highways, and Right of Way including the terms and provisions thereof recorded September 22, 1969 in Book 61, Page 211, Skamania County Deed Records.

DATED this 9th day of August, 1990.

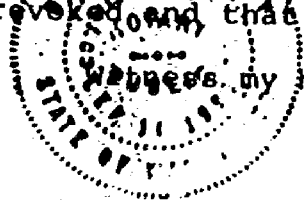
Louise Little by F. Leo Smith
LOUISE LITTLE by F. LEO SMITH as
Attorney in Fact

STATE OF WASHINGTON)

: ss.

COUNTY OF CLARK)

On this 9th day of August, 1990, personally appeared before F. Leo Smith, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Attorney in Fact of Louise Little and who acknowledged to me that he subscribed the name of Louise Little thereto as principal, and his own name as Attorney in Fact as his free and voluntary act for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said Louise Little is now living.



Witness my hand and official seal this 9th day of August, 1990.

13796

REAL ESTATE EXCISE TAX

AUG 10 1990

1619-25
Sawyer, C. L. & Co., Reg. by
CLERK OF COUNTY

RECORDER'S NOTE:

NOT AN ORIGINAL DOCUMENT

EXHIBIT A

Registered
Ind. rec. file
Indexed
Filed 8-26-90
Mailed 8-27-90

Glenda J. Kimball, Skamania County Assessor
By: JAC Parcel # 2-5-33-1700

109841

BOOK 120 PAGE 162

COPY

Registered ☒
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 Indirect ☒
 Filmed 8-20-90
 Mailed 8-22-90

FILED TO RECORD
 BY *Tom Aspitarte*

AUG 10 12 30 PM '90

GARY M. LEE

PARTITION AGREEMENT AND DEED

BOOK 124 PAGE 705

Agreement and Deed made this 9 day of August, 1990 between Terry Heinz and Melanie A. Heinz, husband and wife, of 2.30L Washougal River Road, Washougal, Skamania County, Washington and Thomas Aspitarte and Rae A. Hansen, husband and wife, of MP 0.22L Ward Road, Washougal, Skamania County, Washington.

RECITALS

- A. Terry D. Heinz and Melanie A. Heinz, husband and wife, own, as tenants in common, a one-quarter interest (1/4) and Thomas Aspitarte and Rae A. Hansen, husband and wife, as tenants in common, own a three-quarters (3/4) interest of fee simple in real property situated in Skamania County, State of Washington, particularly described as follows:

The Southwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, TOGETHER WITH and easement and right of way as set forth in instrument recorded September 22, 1969, in Book 61, Page 211, Skamania County Deed Records.

SUBJECT TO, the Rights of Public in Roads and Highways, and Right of Way including the terms and provisions thereof, recorded September 22, 1969, in Book 61, Page 211, Skamania County Deed Records.

- B. The parties have agreed upon a partition of such real property so that one-half of the above-described property will in the future be held and owned in severality by Thomas Aspitarte and Ray A. Hansen, husband and wife, and that the remaining one half of the above-described real property shall be owned by the parties as tenants in common in equal parts.

In consideration of the grant and conveyance to them by Thomas Aspitarte and Rae A. Hansen, husband and wife, Terry D. Heinz and Melanie A. Heinz, husband and wife, grant and convey to Thomas Aspitarte and Rae A. Hansen, husband and wife, and their heirs and assigns all right, title and interest of Terry D. Heinz and Melanie A. Heinz, husband and wife, in and to real property described as follows:

Parcel I

Situated in the County of Skamania, State of Washington

Commencing at the Southwest corner of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence East along the South Line of said Northeast quarter to the Southeast corner of the Southwest quarter of said Northeast quarter of Section 33; thence North along the East Line of said Southwest quarter to the Northeast corner of said Southwest quarter of the Northeast quarter; thence Southwesterly to the point of beginning.

SUBJECT TO any easements, liens or encumbrances of record.

TOGETHER WITH an easement and right of way as set forth in instrument recorded September 22, 1969, in Book 61,

- 1 -

Glenda J. Nimsel, Skamania County Assessor
By: *Glenda J. Nimsel* 2-5-33-1700

13737

REAL ESTATE EXCISE TAX

AUG 10 1990

John G. ...
Glenda J. Nimsel
...

RECORDER'S NOTE:

NOT AN ORIGINAL DOCUMENT

EXHIBIT B

Page 211, Skamania County Deed Records and that easement of ingress and egress provided by Parcel II below.

In consideration of the grant and conveyance to them by Terry D. Heinz and Melanie A. Heinz, husband and wife, Thomas Aspitarte and Rae A. Hansen, husband and wife, grant and convey to Terry D. Heinz and Melanie A. Heinz, husband and wife, a one-half interest (1/2), and Thomas Aspitarte and Rae A. Hansen, husband and wife, a one-half interest (1/2), as tenants in common, and all their heirs and assigns all the right, title and interest of Thomas Aspitarte and Rae A. Hansen, husband and wife, in and to the real property described as follows:

Parcel II

Situated in the County of Skamania, State of Washington

Commencing at the Southwest corner of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence North along the West Line of said Northeast quarter to the Northwest corner of the Southwest quarter of said Northeast quarter of Section 33; thence East along the North Line of said Southwest quarter of the Northeast quarter to the Northeast corner of said Southwest quarter of the Northeast quarter; thence Southwesterly to the point of beginning.

SUBJECT TO any easements, liens or encumbrances of record and an easement of ingress and egress onto Parcel I described above and TOGETHER WITH any easements of record.

IN WITNESS WHEREOF, the parties have executed this Deed the day and year first above written.

Terry D. Heinz
TERRY D. HEINZ

Melanie A. Heinz
MELANIE A. HEINZ

Thomas Aspitarte
THOMAS ASPITARTE

Rae A. Hansen
RAE A. HANSEN

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that TERRY D. HEINZ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned.

Signed and attested to before me this 9th day of August, 1990 by TERRY D. HEINZ.



Alicia L. Lowe
NOTARY PUBLIC in and for the State of Washington.
My appointment expires: 5-7-93

BOOK 120 PAGE 164

BOOK 124 PAGE 707

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that MELANIE A. HEINZ is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

Signed and attested to before me this 9 day of August, 1990
by MELANIE A. HEINZ.

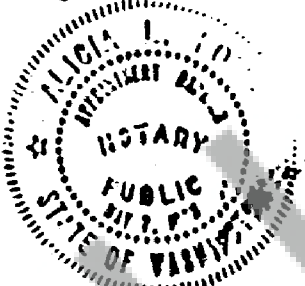


Alicia L. Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that THOMAS ASPIRTARTE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes therein mentioned.

Signed and attested to before me this 9 day of August, 1990
by THOMAS ASPIRTARTE.

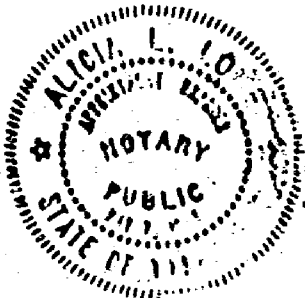


Alicia L. Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that RAE A. HANSEN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes therein mentioned.

Signed and attested to before me this 9 day of August, 1990
by RAE A. HANSEN.



Alicia L. Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

110862

BOOK 122 PAGE 310

FILED IN RECORD
 SKAMANIA COUNTY WASH
 BY *Poyfarr, English*
f Lowe
 FEB 20 3 33 PM '91
P. Lowry
 GARY M. OLSON

PARTIAL ASSIGNMENT BY PURCHASER
AND ASSUMPTION AGREEMENT

BOOK 124 PAGE 708

KNOW ALL MEN BY THESE PRESENTS, the undersigned, THOMAS ASPITARTE and RAE A. HANSEN, husband and wife, hereinafter referred to as Assignors, for the consideration hereinafter stated, hereby convey and quit claim all their interest in the following described real property, situated in Skamania County, State of Washington, together with all after acquired title of Assignors therein:

Commencing at the Southwest corner of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence North along the West line of said Northeast quarter to the Northwest corner of the Southwest quarter of said Northeast quarter of Section 33; thence East along the North line of said Southwest quarter of the Northeast quarter to the Northeast corner of said Southwest quarter of the Northeast quarter; thence Southwesterly to the point of beginning.

SUBJECT TO: All easements and assessments of record.

and do hereby assign, transfer and set over to TERRY KRAFT-OLIVER and MARCIA KRAFT-OLIVER, husband and wife, hereinafter referred to as Assignees, an undivided and equal obligation in and under that certain Deed of Trust dated August 9, 1990, executed by TERRY HEINZ and MELANIE HEINZ, husband and wife, and THOMAS ASPITARTE and RAE A. HANSEN, husband and wife, as Grantors, in which Louise Little is named beneficiary, and Skamania County title Company is Trustee, in the amount of SIXTY THOUSAND DOLLARS and XX/100 (\$60,000.00) in accordance with the terms of a Promissory Note of even date therewith, and recorded on August 10, 1990, and recorded on August 10, 1990 in the office of the Skamania County Auditor, State of Washington in Book 120, page 160.

Assignors fully authorize and empower the Assignee to demand and receive on performance of all the covenants and conditions of that Deed of Trust and Promissory Note, a reconveyance for the above-described real property in the same manner and to the same extent as Assignors could do in the absence of this Assignment.

In consideration of the Assignment made to them, Assignees assume and agree to pay the balance remaining due on the proportionate purchase price of the property transferred to them, which balance is the sum of FIFTEEN THOUSAND DOLLARS AND XX/100 (\$15,000.00) and pay an additional SIXTEEN THOUSAND SIX HUNDRED TWENTY-FIVE AND XX/100 (\$16,625.00) to Assignors, receipt of which is hereby acknowledged; and to perform all other obligations of THOMAS ASPITARTE and RAE A. HANSEN, husband and wife, under the Promissory Note secured by that Deed of Trust described herein, and indemnify Assignors against all claims of the beneficiary thereunder.

Executed this 14th day of Sept, 1991.

Thomas Aspitarte
 THOMAS ASPITARTE, Assignor

Rae A. Hansen
 RAE A. HANSEN, Assignor

RECORDER'S NOTE:
 NOT AN ORIGINAL DOCUMENT

EXHIBIT C

- 1 -

Registered ☒
 Indexed, Dir ☒
 Indirect ☒
 Filed 2-22-91
 Mailed

14135

REAL ESTATE EXCISE TAX

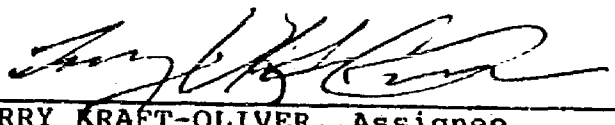
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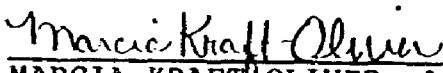
PAID 404.80

JW Deputy
 SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
 BY: *GL* Parcel # 2-5-33-1700

BOOK 122 PAGE 311
BOOK 124 PAGE 709

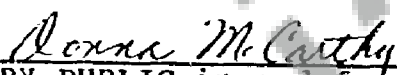

TERRY KRAFT-OLIVER, Assignee


MARCIA KRAFT-OLIVER, Assignee

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that THOMAS ASPITARIE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.


GIVEN UNDER my hand and official seal this 31st day of January, 1994.


NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that RAE A. HANSEN is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

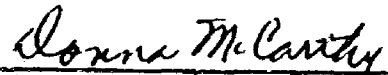
GIVEN UNDER my hand and official seal this 11 day of February, 1994.


NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that TERRY KRAFT-OLIVER is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER my hand and official seal this 11th day of February, 1994.


NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that MARCIA

- 2 -

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

BOOK 122 PAGE 312

BOOK 124 PAGE 710

KRAFT-OLIVER is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

GIVEN UNDER my hand and official seal this 4th day of February, 1958.

Denna McCarthy
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

PARTITION AGREEMENT AND DEED

Agreement and Deed made this 2nd day of August, 1991, between Terry D. Heinz and Melanie A. Heinz, husband and wife, of 2.30L Washougal River Road, Washougal, Skamania County, Washington and Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, of 3314 N. E. 54th Avenue, Vancouver, Clark County, Washington,

RECITALS

- A. Terry D. Heinz and Melanie A. Heinz, husband and wife, own, as tenants in common, an undivided one-half interest and Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, own, as tenants in common, an undivided one-half interest of fee simple in real property situated in Skamania County, state of Washington, particularly described as follows:

Commencing at the Southwest corner of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian; thence North along the West line of said Northeast quarter to the Northwest corner of the Southwest quarter of said Northeast quarter of Section 33; thence East along the North line of said Southwest quarter of the Northeast quarter to the Northeast corner of said Southwest quarter of the Northeast quarter; thence Southwesterly to the point of beginning.

SUBJECT TO: All easements and assessments of record.

- B. The parties have agreed upon a partition of such real property so that each party shall own an approximate one-quarter interest of the above-described property in fee simple, and the remaining above-described real property shall be owned by the parties as tenants in common in equal parts.

In consideration of the grant and conveyance to them by Terry D. Heinz and Melanie A. Heinz, husband and wife, Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, grant and convey to Terry D. Heinz and Melanie A. Heinz, husband and wife, and their heirs and assigns, all right, title and interest of Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, in and to real property described as follows:

PARCEL I

A parcel of property in the Southwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington described as follows:

Partition Agreement and Deed - 1
Heinz\Partition.Agr

EXHIBIT D

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT

BEGINNING at the Northeast corner of said Southwest quarter, the North line of said Southwest quarter bearing North 89°20'41" West;

THENCE South 67°59'33" West 466.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE North 39°02'10" West 36.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 67°59'33" West 210.05 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 39°02'10" East 36.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 67°59'33" West, 145.00 feet more or less, to the center of the Washougal River;

THENCE Northwesterly, along the center of said river, 500 feet, more or less, to the North line of said Southwest quarter;

THENCE South 89°20'41" East, along said North line, 100 feet, more or less to a point 200.00 feet East of the Northwest corner of said Southwest quarter;

THENCE South 61°32'40" East 195.29 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE North 70°03'57" East 81.30 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE North 76°14'15" East 168.54 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE North 17°23'08" West 21.59 feet to a point on the North line of said Southwest quarter, 700.00 feet West of the Northeast corner of said Southwest quarter;

THENCE South 89°20'41" East 700.00 feet to the POINT OF BEGINNING.

SUBJECT TO: Any easements, liens, or encumbrances of record.

TOGETHER WITH: An easement and right of way as set forth in instrument recorded September 22, 1969, in Book 61, Page 211, Skamania County Deed Records.

In consideration of the grant and conveyance to them by Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, Terry D. Heinz

Partition Agreement and Deed - 2
Heinz\Partition.Agr

and Melanie A. Heinz, husband and wife, grant and convey to Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, and their heirs and assigns all rights, title and interest of Terry D. Heinz and Melanie A. Heinz, husband and wife, in and to real property described as follows:

PARCEL II

A parcel of property in the Southwest quarter of the Northeast quarter of Section 33, Township 2, North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of said Southwest quarter, the North line of said Southwest quarter bears North 89°20'41" West;

THENCE South 67°59'33" West 466.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE North 39°02'10" West 36.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 67°59'33" West 210.05 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 39°02'10" East 36.00 feet to a 5/8" iron rod set by Olson Engineering, Inc.;

THENCE South 67°59'33" West, 145.00 feet, more or less, to the center of the Washougal River;

THENCE Southeasterly, along the center of said river, 300.00 feet, more or less to a point which bears South 45°19'46" West from the POINT OF BEGINNING;

THENCE North 45°19'46" East 800 feet, more or less to the POINT OF BEGINNING.

SUBJECT TO: Any easements, liens or encumbrances of record.

TOGETHER WITH: An easement and right of way as set forth in instrument recorded September 22, 1969, in Book 61, Page 211, Skamania County Deed Records.

- C. The remaining portion of the property described above in Recital paragraph A. shall continue to be held by the parties, Terry D. Heinz and Melanie A. Heinz, husband and wife, and Terry Kraft-Oliver and Marcia Kraft-Oliver, husband and wife, as tenants in common with an undivided fifty-five percent (55%) interest to Terry Kraft Oliver and Marcia Kraft-Oliver, husband and wife, and forty-

five percent (45%) interest to Terry D. Heinz and Melanie A. Heinz, husband and wife. The legal description of the remaining parcel owned by the parties as tenants in common is as follows:

A parcel of property in the Southwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Northeast corner of said Southwest quarter;

THENCE North 89°20'41" West along the North line of said Southwest quarter 1000 feet, more or less, to the centerline of the Washougal River and the TRUE POINT OF BEGINNING;

THENCE Southeasterly, along said centerline to a point which bears South 45°19'46" West from the Northeast corner of said Southwest quarter;

THENCE South 45°19'46" West to the Southwest corner of said Southwest quarter;

THENCE North 01°35'37" East along the West line of said Southwest quarter 1342.76 feet to the Northwest corner of said Southwest quarter;

THENCE South 89°20'41" East, along the North line of said Southwest quarter to the TRUE POINT OF BEGINNING.

SUBJECT TO: Any easements, liens or encumbrances of record.

This Agreement and Deed executed this 2nd day of August, 1991.

Terry D. Heinz
Terry D. Heinz

Melanie A. Heinz
Melanie A. Heinz

Terry Kraft-Oliver
Terry Kraft-Oliver

Marcia Kraft-Oliver
Marcia Kraft-Oliver

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me Terry D. Heinz, 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 16 day of August,

Partition Agreement and Deed - 4
Heinz\Partition.Agr

1991.

Alice Lowe
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 5-7-93

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me Melanie A. Heinz, to me known to be the individual described in 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.

GIVEN UNDER MY HAND and official seal this 5th day of August, 1991.

Donna McCarthy
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me Terry Kraft-Oliver 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 2nd day of August, 1991.

Donna McCarthy
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 9-10-91

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

On this day personally appeared before me Marcia Kraft-Oliver to me known to be the individual described in 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.

Partition Agreement and Deed - 5
Reins\Partition.Agr

BOOK 124 PAGE 716

mentioned.

GIVEN UNDER MY HAND and official seal this 2nd day of August,
1991.

Donna McCarthy
NOTARY PUBLIC in and for the State
of Washington.
My appointment expires: 7-10-91

\$ 60,000.00 August 9th, 1990

I (or if more than one maker) we, jointly and severally, promise to pay to the order of LOISE LITTLE
c/o Smith Ranch 3G, 200 Deer Valley Rd, San Rafael, CA. 94903

at

SIXTY THOUSAND AND no/100 - - - - - DOLLARS,

with interest thereon at the rate of ten percent per annum from August, 1990 until paid, payable in
annual installments of not less than \$ 10,000.00 in any one payment; interest shall be paid annually and
in addition to the minimum payments above required; the first payment to be made on the first day of August
19 91, and a like payment on the same day of every year thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the
option of the holder of this note. If this note is placed in the hands of an attorney for collection, I do promise and agree to pay holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the
amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,
is tried, heard or decided.

* Strike words not applicable.

Terry A. Heiny Melanice H. Smith-Heiny
Thomas J. Asptar
Rae A. Hawn

FORM No. 217—INSTALLMENT NOTE.

314 Stevens Press Low Publishing Co., Portland, Ore

EXHIBIT E

COPY

Unofficial Copy