

14906

REAL ESTATE CONTRACT

BOOK 73 PAGE 490

1-259/
2-25-8-100

THIS CONTRACT, made and entered into this 15th day of September, 1977

between TED W. KENT and LAVONE L. KENT, husband and wife,

hereinafter called the "seller," and JAMES E. TOWNSEND and JUNE P. TOWNSEND,
husband and wife,

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington:

(see EXHIBIT "A" attached)

The terms and conditions of this contract are as follows: The purchase price is EIGHT THOUSAND

FIVE HUNDRED.....\$5,500.00 Dollars, of which

ONE THOUSAND SEVEN HUNDRED.....\$1,700.00 Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$3,800.00 together with interest on deferred balance at the rate of 8 1/2% per annum, to be paid as follows: Not less than \$100.00 including interest on the 15th day of October, 1977 and a like payment of \$100.00 including interest on the 15th day of each month thereafter, until the purchase price and interest is paid in full; it being understood that out of payments made each month, first shall be deducted the interest due and owing at time of payment and the balance applied to principal. Purchaser may make larger or additional payments at any time.

5124

TRANSACTION EXCISE TAX

SEP 19 1977

5124

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5124

not payable, to be made hereunder shall be made at 200 Prosenade dg., Oregon City, Oregon

or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be date of execution of this contract.

1. The purchaser assumes and agrees to pay before delivery all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delivery.

2. The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and receipts therefor to the seller.

3. The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his agents have held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller at the time of or within 90 days of any agreement or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of this contract.

4. The purchaser assumes all liability of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the soil of said real estate or any part thereof for public use, and for any other liability.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due to the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements and restrictions of record, if any.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Ted W. Kent (SEAL)

Lavone I. Kent (SEAL)

James E. Townsend (SEAL)

James P. Townsend (SEAL)

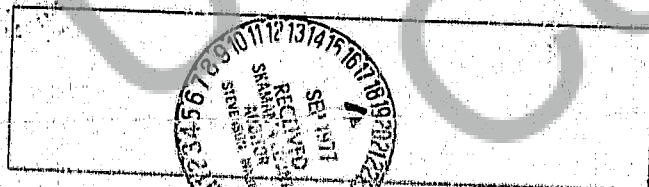
STATE OF WASHINGTON,
County of CLARK } ss.

On this day personally appeared before me TED W. KENT and LAVONE I. KENT, husband and wife,
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed,
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of September, 1977

Notary Public in and for the State of Washington
residing at Washington

WHEN RECORDED, RETURN TO



84906



SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON
COUNTY OF SHAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
[Signature]

Filed for Record & Request 9/1

EXHIBIT "A"

BOOK 23 PAGE 172

LOT NO. 1

SHORT PLAT RECORDED JUNE 18, 1975 UNDER ADDITOR'S FILE NO. 8064,
RECORDS OF SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE
5 E.W.M., AND RUN ALONG SECTION LINE SOUTH $89^{\circ}03'55''$ WEST FOR 858.97'
TO NORTHEAST CORNER OF WEST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER,
RUN ALONG NORTHSOUTH CENTERLINE OF NORTHEAST QUARTER OF NORTHEAST QUARTER,
SOUTH $00^{\circ}29'40''$ EAST FOR 325.57' TO ITS INTERSECTION WITH THE SOUTH
LINE OF THE RIGHT-OF-WAY OF THE BONNEVILLE POWER ADMINISTRATION LINE
(S.P.A.) WHICH IS POINT OF BEGINNING OF TRACT; RUN ALONG NORTH-SOUTH
CENTERLINE OF NORTHEAST QUARTER NORTHEAST QUARTER SECTION 28, SOUTH 00°
 $29'43''$ EAST FOR 178.60' TO NORTHEAST BOUNDARY OF RIGHT-OF-WAY OF
LABARRE COUNTY ROAD, RUN ALONG RIGHT-OF-WAY BOUNDARY THROUGH CURVE TO
RIGHT WITH RADIUS OF 94.56' THROUGH CENTRAL ANGLE OF $52^{\circ}04'14''$
A DISTANCE OF 74.15' RUN NORTH $33^{\circ}41'00''$ WEST FOR 24.10' RUN THROUGH
CURVE TO LEFT WITH RADIUS OF 250.73' THROUGH CENTRAL ANGLE OF 63°
 $32'$ FOR DISTANCE OF 245.44' RUN SOUTH $35^{\circ}17'54''$ WEST FOR 108.43'
TO A POINT, LEAVE RIGHT-OF-WAY BOUNDARY AND RUN NORTH $00^{\circ}00'00''$ EAST
FOR 372.94' TO SOUTH BOUNDARY OF S.P.A. POWER LINE RIGHT-OF-WAY,
RUN ALONG RIGHT-OF-WAY BOUNDARY NORTH $89^{\circ}03'55''$ EAST FOR 530.00' TO
POINT OF BEGINNING.

84906

REAL ESTATE CONTRACT

BOOK 73

PAGE 490

THIS CONTRACT, made and entered into this 15th day of September, 1977

Between TED W. KENT and LAVONE L. KENT, husband and wife,

the seller, and JAMES R. TOWNSEND and JUNE P. TOWNSEND, husband and wife,

the purchaser,

WITNESSETH: That the seller agree to sell to the purchaser and the purchaser agree to purchase from the seller the following described real estate, with the appurtenances, Skamania County, State of Washington:

(see EXHIBIT "A" attached)

The terms and conditions of this contract are as follows: The purchase price is EIGHT THOUSAND

FIVE HUNDRED.....\$8,500.00 Dollars, of which

ONE THOUSAND SEVEN HUNDRED.....\$1,700.00 Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$6,800.00

together with interest on deferred balance at the rate of 8 1/2%

per annum, to be paid as follows: Not less than \$100.00

including interest on the 15th day of October, 1977 and a

like payment of \$100.00 including interest on the 15th day of

each month thereafter, until the purchase price and interest

is paid in full; it being understood that out of payments

made each month, first shall be deducted the interest due and

owing at time of payment and the balance applied to principal.

Purchaser may make larger or additional payments at any time.

5124

TRANSACTION EXCISE TAX

SEP 19 1977

Amount Paid \$850.00

Skamania County Treasurer

By Lawrence J. Hays

agreement to be made hereunder on his part at 200 Promenade Bldg., Oregon City, Oregon 97045.

As hereinafter in the "date of closing" and the date of execution of this contract.

The purchaser assumes and agrees to pay before delivery of title and all expenses that may be between grantor and grantee hereafter become a lien on said real estate, and that the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, or other encumbrance, or has assumed payment of or agreed to purchase subject to any claims or assessments now or hereafter collectible, the purchaser agrees to pay the same before delivery.

The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cost value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and annually thereof to the seller.

The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his designee shall be liable to any complaint respecting the condition of any improvements thereon nor shall the purchaser be liable for any damage or loss to the same.

(3) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to cure the default, and any payments so made shall be applied to the payments then falling due on the seller under his contract.

(3) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to accept and deliver to purchaser a satisfactory warranty of the said real estate, excepting any and all encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements and restrictions of record, if any.

(B) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to receive possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and on, to use, to permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date, month, charges

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the rate of 10% per annum thereon from date of purchase and any amounts so paid by the seller, together with interest at the within in prejudice to the other, right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and is.

[illegible]

rights may be made by United States Mail, postage pre paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce or to demand of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay to or on behalf of such as attorney's fees and all costs and expenses in such suit with such suit, which fees shall be included in any judgment or decree entered in such suit.

with such sum, which sums shall be included in any judgment or decree entered in connection with such suit, which sums shall be paid by the purchaser to the attorney for the seller. If the seller shall bring suit to procure an order, judgment or decree entered in such suit, and the purchaser agrees to the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, or also the reasonable cost of keeping records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

this instrument as of the date first written above.
 _____ (SEAL)
 Paul W. Hank

[Illegible text]

James E. Townsend (SEAL)

James P. Townsend

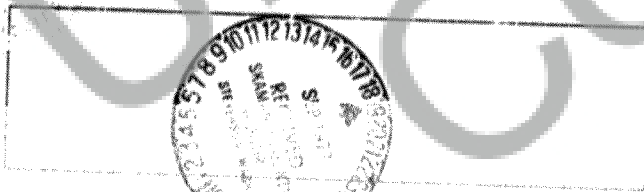
STATE OF WASHINGTON,
County of CLARK

C. this day personally appeared before me TED W. KENT and LARONE I. KENT (SEAL)
 to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that
 they signed the same as their
 for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of September, 1977

Notary Public in and for the State of Washington
residing at Washouga 1

WHEN RECORDED, RETURN TO

SAFETY 

SAFECO TITLE INSURANCE COMPANY

STATE OF WISCONSIN
COUNTY OF SCRAMANIA

[illegible]

第 1 章 绪论

LOT NO. 1

SHORT PLAT RECORDED JUNE 16, 1975 UNDER AUDITOR'S FILE NO. 80044,
RECORDS OF SKAGWIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 2 E.W.M., AND RUN ALONG SECTION LINE SOUTH $89^{\circ}03'55''$ WEST FOR 558.92 TO NORTHEAST CORNER OF WEST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER, RUN ALONG NORTHSOUTH CENTERLINE OF NORTHEAST QUARTER OF NORTHEAST QUARTER SOUTH $00^{\circ}20'40''$ EAST FOR 326.37 TO ITS INTERSECTION WITH THE SOUTH LINE OF THE RIGHT-OF-WAY OF THE CONNEVILLE POWER ADMINISTRATION LINE (B.P.A.) WHICH IS POINT OF BEGINNING OF TP¹ T²; RUN ALONG NORTH-SOUTH CENTERLINE OF NORTHEAST QUARTER NORTHEAST QUARTER SECTION 28, SOUTH $00^{\circ}20'40''$ EAST FOR 419.60 TO NORTHWEST BOUNDARY OF RIGHT-OF-WAY OF LABARRE COUNTY ROAD, RUN ALONG RIGHT-OF-WAY BOUNDARY THROUGH CURVE TO R. 847' WITH RADIUS OF 194.56' THROUGH CENTRAL ANGLE OF $122^{\circ}04'21''$ A DISTANCE OF 87.95' RUN NORTH $33^{\circ}41'00''$ WEST FOR 74.10' RUN THROUGH CURVE TO LEFT WITH RADIUS OF 268.73' THROUGH CENTRAL ANGLE OF $61^{\circ}02'$ FOR DISTANCE OF 295.64' RUN SOUTH $83^{\circ}17'00''$ WEST FOR 168.24' TO A POINT, LEAVE RIGHT-OF-WAY BOUNDARY AND RUN NORTH $00^{\circ}00'00''$ EAST FOR 372.34' TO SOUTH BOUNDARY OF B.P.A. POWER LINE RIGHT-OF-WAY, RUN ALONG RIGHT-OF-WAY BOUNDARY NORTH $89^{\circ}34'30''$ EAST FOR 530.00' TO POINT OF BEGINNING.

84906

REAL ESTATE CONTRACT

BOOK 73 PAGE 490



RECEIVED

2-10591
2-5-28-5-100THIS CONTRACT, made and entered into this 15th day of September, 1977
between TED W. KENT and LAVONE I. KENT, husband and wife,hereinafter called the "seller," and JAMES E. TOWNSEND and JUNE P. TOWNSEND
husband and wife,
hereinafter called the "purchaser,"WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the
following described real estate, with the appurtenances, in Skamania County, State of Washington:

(see EXHIBIT "A" attached)

The terms and conditions of this contract are as follows: The purchase price is EIGHT THOUSAND
FIVE HUNDRED..... (\$8,500.00) Dollars, of which
ONE THOUSAND SEVEN HUNDRED..... (\$1,700.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

The balance of the purchase price in the amount of \$6,800.00
together with interest on deferred balance at the rate of 8 1/2%
per annum, to be paid as follows: Not less than \$100.00
including interest on the 15th day of October, 1977 and a
like payment of \$100.00 including interest on the 15th day of
each month thereafter, until the purchase price and interest
is paid in full; it being understood that out of payments
made each month, first shall be deducted the interest due and
owing at time of payment and the balance applied to principal.
Purchaser may make larger or additional payments at any time.

512

All payments to be made hereunder shall be made at 200 Promenade Bldg., Oregon City, Oregon 97045
or at such other place as the seller may direct in writing.

As referred to in this contract, "date of closing" shall be the date of execution of this contract.

(1) The purchaser accepts and agrees to pay, before delivery, all taxes and assessments that may be levied between grantor and grantee hereafter becoming due on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, deed of trust, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the building and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, and to contract, pay, accept, and to pay all premiums therefor and to deliver all notices and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assignee shall be held to any covenant, warranty or agreement for improvements or repairs unless the covenant or agreement relied on is contained herein or shown by public records to be a part of this contract.

(4) The purchaser assumes all hazards of damage to improvements on said real estate or to any improvements now on said real estate or hereafter placed thereon, and if the taking of said real estate for public use, or for use for public use, and agrees that no such damage, destruction or taking shall constitute a failure of any covenant or agreement in case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring it shall be paid to the seller and applied to the payment of the purchase price hereunder. Unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award toward the rebuilding or restoration of any improvements damaged by such taking, in case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price hereunder.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by GAFI Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exception other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Any encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage, deed of trust or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due on the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

Easements and restrictions of record, if any.

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Ted W. Kent _____ /SEAL
Lavone I. Kent _____ /SEAL

STATE OF WASHINGTON,

County of CLARK

On this day personally appeared before me

TED W. KENT and LAVONE I. KENT, husband and wife,

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that

they signed the same as their free and voluntary act and deed.

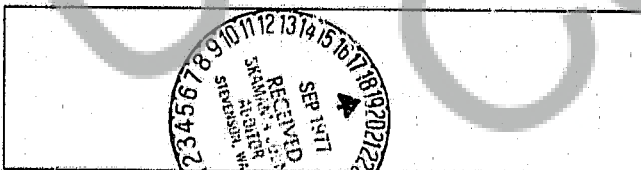
for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of September, 1977

John H. Miller
 Notary Public in and for the State of Washington

WHEN RECORDED, RETURN TO

residing at Washouga 1



SAFECO TITLE INSURANCE COMPANY

84906
 THE STATE OF WASHINGTON
 COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

John H. Miller
 Notary Public in and for the State of Washington

WAS RECORDED IN BOOK

OF 84906 AT PAGE 491

RECORDS OF SKAMANIA COUNTY, WASH

John H. Miller
 COUNTY ALBION

John H. Miller
 DEPUTY

Filed for Record at Request of

NAME

ADDRESS

CITY AND STATE

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

BOOK 73 PAGE 492

EXHIBIT "A"

LOT NO. 1

SHORT PLAT RECORDED JUNE 18, 1973 UNDER AUDITOR'S FILE NO. 9004
RECORDS OF SKAMANIA COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

STARTING AT THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE
1 E.N.T., AND RUN ALONG SECTION LINE SOUTH $89^{\circ}03'55''$ WEST FOR 658.92
TO NORTHEAST CORNER OF WEST HALF OF NORTHEAST QUARTER OF NORTHEAST QUARTER,
THEN ALONG NORTHSOUTH CENTERLINE OF NORTHEAST QUARTER OF NORTHEAST QUARTER
SOUTH $00^{\circ}29'40''$ EAST FOR 326.37' TO ITS INTERSECTION WITH THE SOUTH
LINE OF THE RIGHT-OF-WAY OF THE BONNEVILLE POWER ADMINISTRATION LINE
(B.P.A.) WHICH IS POINT OF BEGINNING OF TRACT; RUN ALONG NORTH-SOUTH
CENTERLINE OF NORTHEAST QUARTER NORTHEAST QUARTER SECTION 28, SOUTH 00°
 $29'34''$ EAST FOR 571.60' TO NORTHWEST BOUNDARY OF RIGHT-OF-WAY OF
MACAPRE COUNTY ROAD, RUN ALONG RIGHT-OF-WAY BOUNDARY THROUGH CURVE TO
RIGHT WITH RADIUS OF 30.56' THROUGH CENTRAL ANGLE OF $52^{\circ}04'34''$
A DISTANCE OF 25.95' RUN NORTH $55^{\circ}41'00''$ WEST FOR 74.19' RUN THROUGH
CURVE TO LEFT WITH RADIUS OF 263.73' THROUGH CENTRAL ANGLE OF 63°
 $02'$ FOR DISTANCE OF 15.64' RUN SOUTH $83^{\circ}17'00''$ WEST FOR 158.24'
TO A POINT, LONG RIGHT-OF-WAY BOUNDARY AND RUN NORTH $00^{\circ}00'00''$ EAST
FOR 172.43' TO POINT OF BEGINNING OF B.P.A. POWER LINE RIGHT-OF-WAY,
THEN ALONG RIGHT-OF-WAY BOUNDARY NORTH $8^{\circ}34'50''$ EAST FOR 530.00' TO
POINT OF BEGINNING.