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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Skamania Co.*

*1 3 00 PM '94*  
*P. Savry*  
AUDITOR  
GARY M. OLSON

SKAMANIA COUNTY  
ORIGINAL FILED  
JUN 30 1994  
Lorenz E. Hollis, Clerk

119870

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

IVAN W. HOWELL, a single man, )  
Plaintiff, )  
v. )  
SKAMANIA COUNTY, a political )  
subdivision of the State of )  
Washington, )  
Defendant. )

No. 94-2-00067-7  
SUMMONS

TO THE DEFENDANT:

A lawsuit has been started against you in the above-entitled court by Ivan W. Howell, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the plaintiff within twenty (20) days if served within the State of Washington, and within sixty (60) days if served out of the State of Washington, after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned attorney, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the plaintiff. Within fourteen (14) days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time.


RECORDED'S NOTE: PORTION OF  
THIS DOCUMENT POOR QUALITY  
FOR FILING

Registered  
Indexed, Dir  
Indirect  
Filed  
Mailed

KNAPP, O'DELL & LEWIS  
ATTORNEYS AT LAW  
430 N.E. EVERETT STREET  
CANBY, WASHINGTON 99587  
TELEPHONE (206) 834-4811

1 This summons is issued pursuant to Rule 4 of the Superior  
2 Court Civil Rules of the State of Washington.

3 DATED: June 23, 1994

4   
5 Robert A. Lewis, WSB #12041, of  
6 Knapp, O'Dell & Lewis, Attorneys  
7 for Plaintiff.  
8 430 N.E. Everett Street  
9 Camas, WA 98607  
10 (206) 834-4611

SKAMANIA COUNTY  
ORIGINAL FILED

JUN 30 1994

Lorena E. Hollis, Clerk

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SKAMANIA

IVAN W. HOWELL, a single man, )

Plaintiff, )

vs. )

SKAMANIA COUNTY, a political  
subdivision of the State of  
Washington, )

Defendant. )

No. 94-2-0067-7

COMPLAINT FOR RELIEF FROM  
BREACH OF CONTRACT

Comes now the plaintiff, Ivan W. Howell, and for his cause  
of action against the defendant, alleges as follows:

1. PLAINTIFF'S STATUS: Now and at all times material  
hereto, the plaintiff, Ivan W. Howell, was a single man, resident  
of Skamania County, Washington. Now and at all times material  
hereto, the plaintiff was the owner of a parcel of real property  
located in Skamania County, Washington, which is more particularly  
described in Exhibit "A", attached hereto and incorporated by  
this reference.

2. DEFENDANT'S STATUS: Now and at all times material  
hereto, Skamania County was a political subdivision of the State  
of Washington, organized and existing pursuant to Title 36 of  
the Revised Code of Washington.

3. PREVIOUS ACCESS TO ROAD AND UTILITY: Prior to May 26, 1992,  
the plaintiff's property, as described above, was serviced by

1 a roadway known as East View Road. East View Road was a private  
2 road, at least sixteen (16) feet in width, which provided fairly  
3 direct access to a public road from the plaintiff's property. At  
4 the point where East View Road connected with the public roadway,  
5 plaintiff had access to a waterline of the City of Stevenson,  
6 Washington. The distance between the plaintiff's property and  
7 the connection to the city waterline was approximately 1,800 feet.  
8 The plaintiff could have provided city water to his property  
9 from this connection for a cost of approximately \$2,000.00.

10 4. ROAD RELOCATION AGREEMENT: In 1992, the defendant,  
11 Skamania County, approached the plaintiff and other area landowners  
12 concerning removal and relocation of East View Road, to accommodate  
13 the building of a golf course adjacent to the Skamania Lodge.  
14 The plaintiff was assured, prior to the entry of the contract  
15 between plaintiff and defendant, that he would be left with  
16 the same rights as property owner concerning his access to the  
17 road and utilities, as had existed prior to the road's relocation.  
18 On May 7, 1992, plaintiff and defendant entered into a written  
19 Road Relocation Agreement, a copy of which is attached as Exhibit  
20 "B" and incorporated by this reference. Pursuant to this agreement,  
21 Skamania County removed and relocated East View Road.

22 5. BREACH OF CONTRACT: Defendant, Skamania County, has  
23 breached the contract entered into between the plaintiff and  
24 the defendant, and violated the representations made to the  
25 plaintiff in inducing plaintiff to sign said Road Relocation  
26 Agreement, in the following respects:

1           a. The replacement road constructed to the plaintiff's  
2 property is a single lane road whose paved area is one-half  
3 the width of the previous roadway. The road is in a dangerous  
4 condition, without proper turn-outs or other means by which  
5 traffic can safely pass as it travels in opposite directions.  
6 The condition of the present roadway is inferior to the condition  
7 of the roadway which existed at the time the Road Relocation  
8 Agreement was signed by the parties.

9           b. In order to connect his property to waterlines  
10 owned by the City of Stevenson, Washington, the plaintiff will  
11 be required to construct a mainline from the intersection of  
12 Skamania Lodge Way and Rock Creek Drive to the eastern edge  
13 of his property, a distance of 3,564 feet. It is estimated  
14 that the cost of this line would be \$71,280.00. The distance  
15 between utility hookups, and the cost of utility hookups for  
16 the property, is substantially greater than the distance in  
17 cost associated with utility hookups prior to the entry of the  
18 Road Relocation Agreement.

19       6. DENIAL OF REQUESTED RELIEF: Since 1992, the plaintiff  
20 has repeatedly requested, both orally and in writing, that the  
21 defendant correct the deficiencies and perform the contract  
22 between the parties in full. The defendant, Skamania County,  
23 through its elective representatives, has consistently refused  
24 to take any further action to correct the deficiencies or perform  
25 the contract.

26       7. PRAYER FOR RELIEF: Based on the allegations outlined

1 above, the plaintiff, Ivan W. Howell, prays for the following  
2 relief against the defendant, Skamania County:

3 a. For a judgment declaring the contract of the parties  
4 rescinded, and requiring the defendant, Skamania County, to  
5 restore East View Road to previous location and condition; or


6 b. In the alternative, for an Order specifically requiring  
7 the defendant, Skamania County, to specifically perform its  
8 obligations under the Road Relocation Agreement of the parties,  
9 by providing a replacement road of proper width, or with proper  
10 safe turn-outs, and by further requiring Skamania County to  
11 construct utility lines sufficient to allow the plaintiff to  
12 connect his property to city water at the same cost and over  
13 the same distance as previously existed; or

14 c. For a judgment against the defendant, Skamania  
15 County, in the amount of \$70,000.00, plus such additional amount  
16 as shall be determined at trial, to compensate the plaintiff  
17 for the defendant's breach of contract; and

18 d. For an award against defendant of plaintiff's court  
19 costs and attorney's fees incurred herein; and

20 e. For such other and further relief as the Court  
21 deems just and equitable.

22 DATED this 23rd day of June, 1994.

23  
24 

25 Robert A. Lewis, WSB #12041, of  
26 Knapp, O'Dell & Lewis, Attorneys  
for Plaintiff.



1 STATE OF WASHINGTON )  
2 COUNTY OF CLARK ) ss.

3 IVAN W. HOWELL, being first duly sworn, on oath deposes  
4 and says: That he is the plaintiff in the above-entitled action;  
5 that he has read and knows the contents of the above and foregoing  
6 Complaint for Relief From Breach of Contract and that the same  
7 is true as he verily believes.

Ivan W. Howell  
Ivan W. Howell

8 SUBSCRIBED and SWORN to before me this 23rd day of June, 1994.

9 Robert A. Lewis  
10 Notary Public in and for the State of  
11 Washington, Residing at Camas.  
12 My appointment expires: 1-3-97.

Skamania County, State of Washington:

beginning at the West quarter corner of Section 2, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington; thence East 350 feet; thence South 66° 48' East 1,066 feet to the true point of beginning of the tract to be described hereinafter; thence North 40° 22' 30" East 649 feet to the Northeast corner of that tract conveyed to Robert L. Talen, et ux, by deed recorded April 30, 1974 in Book 87, Page 616 Deed Records; then South 36° 31' 4" East 122.6 feet; thence South 75° 40' 4" East 97.6 feet; thence North 59° 54' 56" East 365.9 feet more or less to the most Southwesterly corner of that tract described in contract to Willamette Land, Inc., recorded March 30, 1978 in Book 74, page 437 Deed Records; thence Easterly along the South line of said Willamette Land tract to a point which bears North 35° 27' East from a point which is South 66° 48' East 454 feet from the true point of beginning; thence South 35° 27' West to a point which bears South 66° 48' East 454 feet from the true point of beginning; thence North 59° 54' West 454 feet to the true point of beginning.

EXHIBIT A  
PAGE 1 OF 1



## ROAD RELOCATION AGREEMENT

THIS AGREEMENT, by and between SKAMANIA COUNTY, a Political Subdivision of the State of Washington, hereinafter referred to as the "County", and IVAN W. HOWELL, a single man, hereinafter referred to as the "Property Owner", WITNESSETH:

WHEREAS, the County is the owner of the following described land, to-wit:

Beginning at the North 1/4 corner of Section 2, Township 2, Range 7 E.W.M., thence N 88 deg. 30 min. 10 sec. W 130 ft.; thence S 24 deg. W 186 ft.; thence S 31 deg. W 109 ft.; thence S 16 deg. W 100 ft.; thence S 10 deg. W 47.50 ft.; thence S 7 deg. E 265.34 ft. to the TRUE POINT OF BEGINNING; thence S 23 deg. 51 min. 21 sec. E 134.92 ft.; thence S 35 deg. 22 min. 18 sec. E 377.84 ft.; thence S 66 deg. 26 min. E 236.37 ft.; thence S 12 deg. 11 min. 21 sec. W 117.78 ft.; thence S 72 deg. 56 min. E 207.62 ft.; thence N 12 deg. 11 min. 21 sec. E 194.93 ft.; thence S 73 deg. 56 min. E 72.19 ft.; thence S 56 deg. 30 min. E 475 ft.; thence S 76 deg. 15 min. E 132 ft.; thence E 74 ft.; thence S 132 ft.; thence East 190 ft. more or less to the center of Foster Creek Road; thence easterly along said Foster Creek Road 805 ft. more or less; thence S 46 deg. W 394 ft. to the division line of the Baughman D.L.C.; thence S 63 deg. 22 min. E along the division line to the center of Foster Creek Road; thence N 21 deg. 08 min. W 471.95 ft.; thence N 52 deg. 22 min. W 68.35 ft.; thence N 77 deg. 25 min. E 468 ft. more or less to the west side of Second Street Extension; thence following the west side of Second Street Extension as now constructed to State Hwy 14; thence westerly along State Hwy 14 to the west line of the Baughman D.L.C.; thence N 0 deg. 50 min. 59 sec. E 1525 ft. more or less; thence N 57 deg. 31 min. 40 sec. W 1811.79 ft.; thence S 59 deg. 54 min. 36 sec. W 363.90 ft.; thence N 79 deg. 40 min. W 97.60 ft.; thence N 36 deg. 30 min. W 122.61 ft.; thence N 60 deg. 45 min. 04 sec. W 216 ft.; thence 65 deg. 46 min. 40 sec. W 911.30 ft. to the southerly right-of-way line of the B.P.A.; thence N 40 deg. 32 min. 30 sec. E 2001.62 ft.; thence S 22 deg. 58 min. 29 sec. E 219.60 ft.; thence N 89 deg. 04 min. 16 sec. E; thence N 44 deg. 04 min. 36 sec. E 121.54 ft. to the point of beginning,

as is depicted in yellow on the attached map marked Exhibit "A", consisting of one (1) page, which, by this reference, is incorporated herein; and

WHEREAS, the Property Owner is the owner of a parcel of ground which is serviced by the existing roadway more commonly known as "Eastview Road" depicted in red on said Exhibit "A", and which is

REAL ESTATE EXCISE TAX N/A

Road Relocation Agreement - Page 1

RECORDED'S NOTE: PORTIONS OF  
THIS DOCUMENT POOR QUALITY  
FOR FILMING

MAY 26 1992  
P.M. A/A  
SKAMANIA COUNTY TREASURER

EXHIBIT B  
PAGE 1 OF 17

Recorded in Skamania County Auditor's Office  
Book 228 Page 787

more particularly described on Exhibit "B", consisting of two (2) pages, which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Property Owner's real estate contract under which he purchased said parcel of ground from O. Merle Talent and Catherine M. Talent, husband and wife, dated the 15th day of September, 1979, and recorded in Book 77, Pages 760-766, under Auditor's File No. 90148, records of Skamania County, Washington, a copy of which is marked Exhibit "C" and by this reference incorporated herein, contemplates that the Property Owner claims an easement over that portion of Eastview Road which he owns and should have been granted an easement over the balance of the road that he did not own but the contract fails to so state; and

WHEREAS, the County intends on constructing a public golf course and trail system on portions of the property referred to above and in so doing has determined that it is necessary to relocate the existing roadway to a new location which is depicted in green and more particularly described on Exhibit "D", consisting of three (3) pages, which is attached hereto and by this reference incorporated herein; and

WHEREAS, in so doing, power and other utilities may also have to be relocated;

NOW, THEREFORE, it is the intent of the parties hereto, by this agreement, to clarify the Property Owner's contract referred to above and to grant and convey to the Property Owner, for ingress and egress, and for utility purposes, a non-exclusive easement over and across the entire service road that replaces the aforementioned "Eastview Road" in consideration of the Property Owner's consent to said relocation and, the County agrees and covenants to the following:

Road Relocation Agreement - Page 2

RECORDED  
SKAMANIA CO. TITLE

MAY 26 JUL 19 1992

P. J. Lavy  
CARTER OLSON

EXHIBIT B  
PAGE 2 OF 17

1. The relocation shall be done solely at the county's expense;
2. Access to the Property Owner's property shall not be interrupted in the relocation process;
3. The County shall maintain the roadway up to the Property Owner's property line at no cost to the Property Owner;
4. The County will convey an easement for utilities to the Property Owner within the right-of-way of the new road; and
5. This agreement shall in no way diminish the Property Owner's rights but only change the course of the roadway and add a utilities easement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 7th day of MAY, 1992.



SKAMANIA COUNTY, by its  
BOARD OF COUNTY COMMISSIONERS

Edward A. Williams  
Chairman

Commissioner  
G. Callahan  
Commissioner

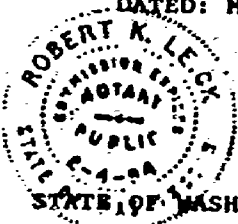
ATTEST:  
[Signature]  
County Auditor and Ex-Officio Clerk  
of the Board

Ivan W. Howell  
IVAN W. HOWELL (Property Owner)

STATE OF WASHINGTON )  
County of Skamania ) ss.

I CERTIFY that I know or have satisfactory evidence that EDWARD A. MCLARNEY and ED CALLAHAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the same and acknowledged it as the Chairman and Commissioner of the Board of County Commissioners, Skamania County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 7, 1992.

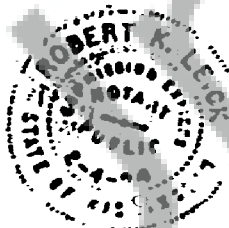


*[Signature]*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Stevenson  
My commission expires 2/04/94

STATE OF WASHINGTON )  
County of Skamania ) ss.

I CERTIFY that I know or have satisfactory evidence that IVAN W. HOWELL 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.

DATED: May 7, 1992.



*[Signature]*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Stevenson  
My commission expires 2/04/94

Road Relocation Agreement - Page 4

EXHIBIT B  
PAGE 4 OF 17

EXHIBIT "A"

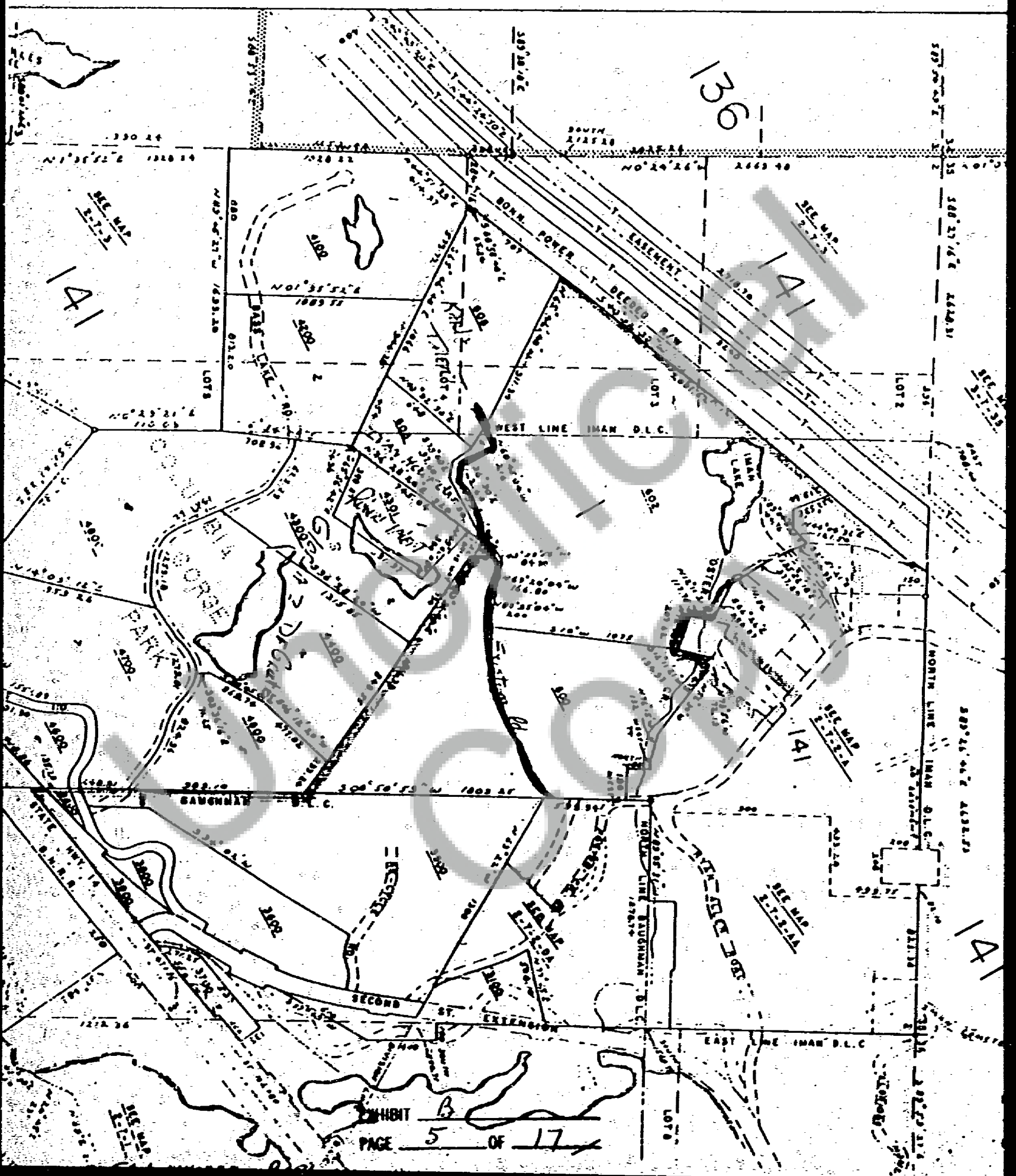
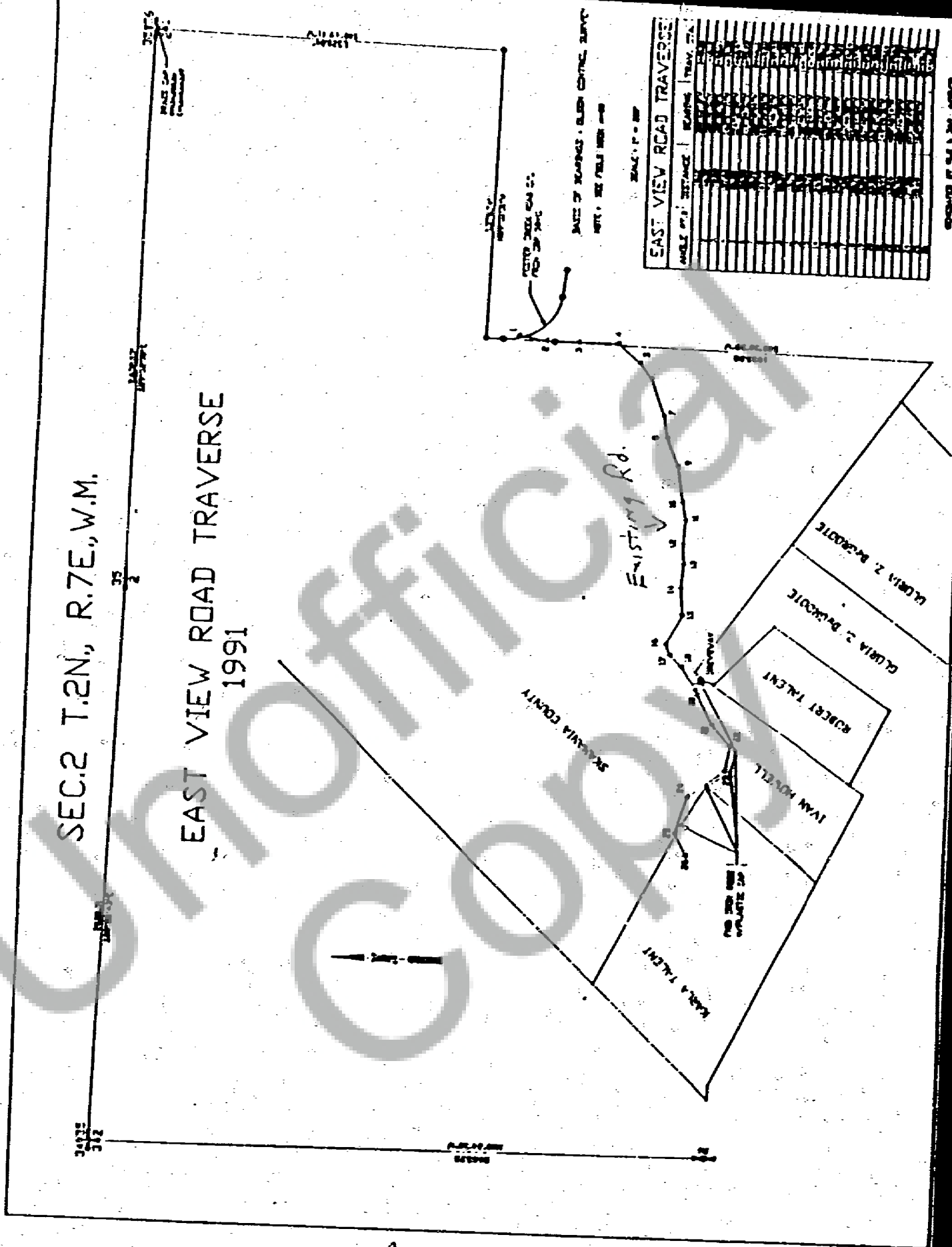




EXHIBIT "B"

SEC. 2 T. 2N., R. 7E., W. 4M.

EAST VIEW ROAD TRAVERSE  
1991





4/23/91

## EAST VIEW ROAD CENTERLINE DESCRIPTION

Beginning at the U.S.C.R. brass cap marking the northwest corner of the Daniel Baughman D.L.C. No. 42; thence S7°26'44"E 141.43 feet to Sta. 0+00, being the initial point of the centerline herein described; thence

S8°23'18"W	118.12 feet to Sta. 1+18.12; thence
S0°02'21"W	140.35 feet to Sta. 2+58.47; thence
S0°02'03"E	172.88 feet to Sta. 4+31.35; thence
S43°07'31"W	137.62 feet to Sta. 5+68.97; thence
S54°12'52"W	86.55 feet to Sta. 6+55.52; thence
S80°18'04"W	105.72 feet to Sta. 8+44.10; thence
S69°39'26"W	147.73 feet to Sta. 9+49.82; thence
S81°46'31"W	174.33 feet to Sta. 10+97.55; thence
S79°25'19"W	88.37 feet to Sta. 12+71.88; thence
N86°09'59"W	115.79 feet to Sta. 13+60.25; thence
S85°46'34"W	98.96 feet to Sta. 14+76.03; thence
N85°24'47"W	113.76 feet to Sta. 15+74.99; thence
S83°59'57"W	124.98 feet to Sta. 16+88.75; thence
N63°14'57"W	156.47 feet to Sta. 18+13.73; thence
S66°32'41"W	54.05 feet to Sta. 19+70.20; thence
S44°44'05"W	73.26 feet to Sta. 20+24.24; thence
S58°07'23"W	125.78 feet to Sta. 20+97.51; thence
S67°42'06"W	26.89 feet to Sta. 22+23.29; thence
S63°38'58"W	153.96 feet to Sta. 22+50.18; thence
S47°26'51"W	125.49 feet to Sta. 24+04.14; thence
N80°45'14"W	113.24 feet to Sta. 25+29.63; thence
N38°44'39"W	208.34 feet to Sta. 26+42.87; thence
N73°50'49"W	177.56 feet to Sta. 28+51.21; thence
S62°52'01"W	112.49 feet to Sta. 30+28.76; end of project,

said point lying N83°33'17"E 1,529.34 feet from a Skamania County brass cap marking the west 1/4 corner of Section 2, Township 2 North, Range 7 East N.M. in Skamania County, Washington.

Sta. 30+28.76 is approximately at Maria Talent's property line.

EXHIBIT B  
PAGE 7 OF 17

(2)

BOOK 128 PAGE 796

BOOK 77 PAGE 760

EXHIBIT

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of  
October, 1979, between O. MERLE TALENT and CATHERINE  
TALENT, husband and wife, hereinafter called the "sellers",  
and IVAN HOWELL, a single man, hereinafter called the "pur-  
chaser".

WITNESSETH: That the sellers agree to sell to the pur-  
chaser and the purchaser agrees to purchase from the sellers  
the following described real estate, including sellers'  
interest in mineral rights, with the appurtenances, in  
Skamania County, State of Washington:

beginning at the West quarter corner of Section 2,  
Township 2 North, Range 7 East of the Willamette  
Meridian, in the County of Skamania and State of  
Washington; thence East 350 feet; thence South  
66° 48' East 1,066 feet to the true point of begin-  
ning of the tract to be described hereinafter; thence  
North 40° 22' 30" East 645 feet to the Northeast  
corner of that tract conveyed to Robert M. Talent,  
single, by deed recorded April 30, 1974 in Book 74,  
Page 616 Deed Records; thence South 36° 30' 00" East  
22.6 feet; thence South 79° 40' 1" East 97.6 feet;  
thence North 59° 53' 56" East 365.9 feet more or  
less to the most Southwesterly corner of that  
tract described in contract to Willamette Land,  
Inc., recorded March 30, 1978 in Book 74, page 322  
Deed Records; thence Easterly along the South line  
of said Willamette Land tract to a point which  
bears North 35° 27' East from a point which is  
South 66° 48' East 454 feet from the true point of  
beginning; thence South 35° 27' West to a point  
which bears South 66° 48' East 454 feet from the  
true point of beginning; thence North 59° 49' West  
454 feet to the true point of beginning.

The parties agree that the legal description contained  
herein is subject to change per any survey performed by a  
licensed civil engineer.

The parties agree that there is reserved unto the sellers,  
their heirs, successors and assigns, for the benefit of  
Talent Lake Club, Inc., Robert M. Talent and Maria  
Talent, husband and wife, and their heirs, successors and  
assigns, the right of first refusal.

TRANSACTION EXCISE TAX

Amount Paid \$41.00

Skamania County Treasurer

EXHIBIT

PAGE 8 OF 17

assigns of each of the aforementioned parties a perpetual non-exclusive easement for reasonable ingress and egress and for utilities to those certain parcels identified as tax lots 2-7-3-602 and 3-7-3-605 over, under and across a presently existing road, all as shown on Exhibit "A" attached hereto and made a part hereof, said easement being a covenant that shall run with the land.

The existing road referred to in the above grant of easement shall be jointly maintained by the parties hereto, their heirs, successors and assigns.

The terms and conditions of this contract are as follows: The purchase price is EIGHTEEN THOUSAND AND NO/100 (\$18,000.00) DOLLARS, of which Nine Thousand (\$9,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$250.00 or more at purchaser's option shall be paid on the 15th day of January, 1980 and \$250.00 or more at purchaser's option shall be paid on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Nine Per Cent (9%) per annum from the 15th day of September, 1979, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at P.O. Box 784, Stevenson, Washington, 98648, or at such other place as the sellers may direct in writing.

As referred to in this contract, "date of closing" shall be September 15, 1979.

(1) The purchaser assumes and agrees to pay all taxes

on said real estate and to pay before and after the date of sale as between the parties on said real estate a lien on said

(2) The real estate has with the condition

(3) The destruction of hereafter placed estate or any no such damage falling on the estate is taken into account and or procuring applied as per sellers election portion of such restoration of

(4) The within 15 days of title insurance for, issued by the purchaser against loss to said real estate no exceptions



on said real estate from and after the 30th day of June, 1954, and to pay before delinquency all taxes and assessments that may be between grantor and grantee hereafter become a lien on said real estate, and to pay any taxes or assessments that may be a lien on said real estate before delinquency.

(2) The purchaser agrees that full inspection of said real estate has been made, and that they are fully satisfied with the condition of the premises.

(3) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agree that no such damage, destruction or taking shall constitute a failure of consideration. 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 the same shall be paid to the sellers and applied as payment on the purchase price herein unless the sellers elect to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

(4) The sellers have delivered, or agree 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 First American 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 exceptions other than the following:

a. Printed general exceptions upon said policy form;

b. Lien of mortgage on said real estate;

c. Easement for utility lines on said real estate;

Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligation, which sellers by this contract agree to pay, none of which for the purpose of this paragraph (4) shall be deemed defects in sellers' title.

(5) If sellers' title to said real estate is subject to an existing contract or contracts under which sellers are purchasing said real estate, or any mortgage or other obligation which sellers are to pay, sellers agree 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 the sellers under this contract.

(6) The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a satisfactory warranty of fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, less of encumbrances except any that may attach after date of said deed through any person other than the sellers.

(7) The purchaser shall be entitled to possession of said real estate on the date of the deed to retain possession as purchaser, and not to defend the same. The purchaser covenants not to permit the use of the real estate for any illegal purpose. The purchaser covenants to pay all service, installation and construction charges for water, sewer, electricity, gas and other utility services furnished to said real estate after the date purchaser is entitled to possession.

(8) In case the purchaser fails to make any payment hereon provided the sellers may make such payment, and any amounts so paid by the sellers, together with interest at the rate of

10% per annum the same shall be repayable without prejudice by reason of such

(9) Time is agreed that in or perform any or payment required manner herein the purchaser's

doing so, all the all improvements felt to the shall be the effect of the

part of the

the

the

the

the

the

the

the

any judgment

If the sale

of the terminal

judgment is so

able sum as to

connection with

10% per annum thereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand. All without prejudice to any other right the sellers might have by reason of such default.

(9) 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 sellers may elect to declare all the purchaser's rights hereunder terminated, and upon their doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the sellers as liquidated damages, and the sellers shall have right to re-enter and take possession of the real estate and no claim by the sellers of any default on the part of the purchaser shall be considered as a waiver of any subsequent default.

Noted up in accordance with demands, notices or other papers with respect to the foreclosure and termination of purchaser's rights hereunder by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his last known address for delivery.

(10) If the purchaser shall fail to comply with or perform any condition or agreement hereof, the sellers shall be entitled to collect and pay any and all sums due and owing to the sellers hereunder, and a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sum shall be included in any judgment or decree entered in such suit.

If the sellers 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

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searching records to date such suit is commenced in any judgment or decree in witness whereof instrument as of the 3d

STATE OF WASHINGTON  
County of Skamania

On this day before me and CATHERINE H. TAYLOR, the individuals described foregoing instrument, to save as their free and lawful purpose therein as GIVEN under my hand September, 1972.

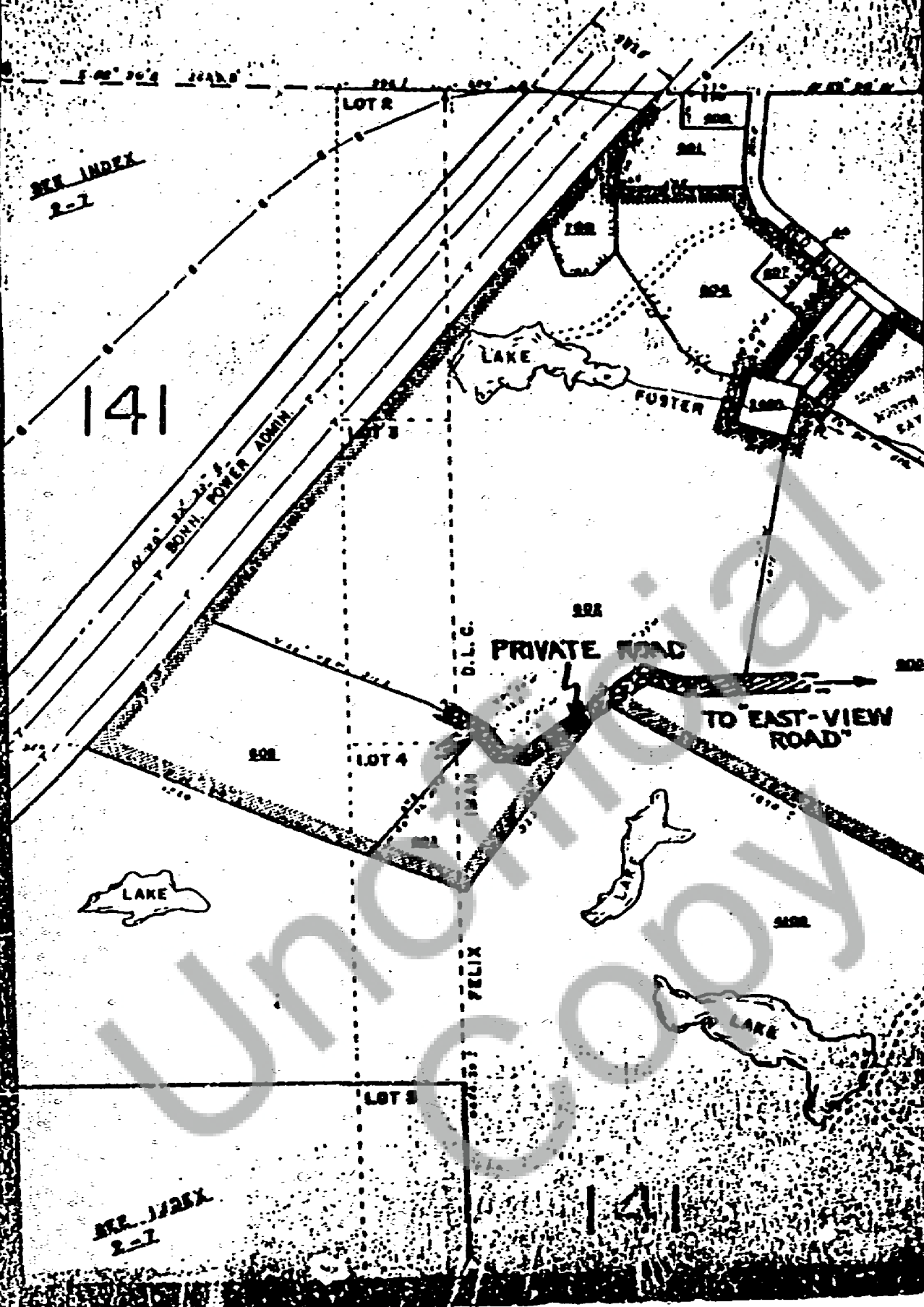




STATE OF WASHINGTON  
County of Skamania

On this day, [redacted]  
and CATHERINE M. TALEWORTH, [redacted]  
the individuals described above and  
foregoing instrument, [redacted]  
same as their free and voluntary act  
and purpose, thereunto duly  
GIVEN under my hand and seal  
September 1978.





# CENTERLINE DESCRIPTION OF NEW ACCESS ROAD FOR PROPERTIES SOUTHWEST OF SKAMANIA LODGE

Beginning at a 2" aluminum disc, being the centerline point of curvature station 38+73.3 of State Highway S.R. No. 8 (Second Street Extension); thence, N 81° 27' 02" W, 50.00 feet to the westerly right-of-way of said State Highway S.R. No. 8; thence, N 08° 32' 58" E, 56.59' to the true point of beginning; thence along the following described centerline:

N 80° 49' 24" W, 19.16 feet to a point of curvature; thence along a 240 foot radius curve to the left, through a central angle of 30° 02' 17" (chord bears S 84° 09' 28" W, 124.39 feet) a distance of 125.82 feet to a point of reverse curvature; thence along a 147.85 foot radius curve to the right, through a central angle of 50° 28' 18" (chord bears N 85° 37' 32" W, 126.07 feet) a distance of 130.24 feet to a point of reverse curvature; thence along a 191.31 foot radius curve to the left, through a central angle of 72° 46' 11" (the chord bears S 83° 13' 32" W, 226.98 feet) a distance of 242.98 feet to a point of tangency; thence, S 46° 31' 46" W, 90.14 feet to a point of curvature; thence, along a 210.24 foot radius curve to the right, through a central angle of 57° 25' 26" (chord bears S 74° 51' 28" W, 202.01 feet) a distance of 210.71 feet to a point of reverse curvature; thence, along a 275.00 foot radius to the left, through a central angle of 52° 15' 29" (the chord bears S 77° 26' 19" W, 242.22 feet) a distance of 250.82 feet to a point of reverse curvature; thence, along 115.56 foot radius to the right, through a central angle of 102° 45' 05" (chord bears N 77° 03' 56" W, 180.57 feet) a distance of 207.24 feet to a point of reverse curvature; thence, along a 191.08 foot radius curve to the left, through a central angle of 48° 17' 51" (chord bears N 49° 50' 19" W, 156.34 feet) a distance of 161.07 feet to a point of reverse curvature; thence, along a 120.27 foot radius curve to the right, through a central angle of 51° 52' 45" (chord bears N 48° 02' 51" W, 105.21 feet) a distance of 108.90 feet to a point; thence, S 73° 37' 06" W, 75.75 feet to a point of curvature; thence, along a 205.00 foot radius curve to the right, through a central angle of 48° 07' 49" (chord bears N 82° 18' 59" W, 167.19 feet) a distance of 172.21 feet to a point of tangency; thence, N 58° 15' 04" W, 186.07'; thence, along a 542.00 foot radius curve to the right, through a central angle of 11° 38' 57" (chord bears N 52° 25' 36" W, 110.01 feet) a distance of 110.20' to a point of reverse curvature; thence, along a 245.00 foot radius curve to the left, through a central angle of 31° 09' 43" (chord bears N 62° 10' 59" W, 131.61 feet) a distance of 133.25 feet to a point of reverse curvature; thence, along a 250.00 foot radius curve to the right, through a central angle of 20° 14' 11" (chord bears N 67° 38' 45" W, 87.84 feet) a distance of 88.30 feet to point of tangency; thence, N 57° 31' 40" W, 475.42 feet to a point of curvature; thence, along a 130' radius curve to the right, through a central angle of 41° 03' 25" (chord bears N 36° 59' 57" W, 91.17 feet) a distance of 93.16 feet to a point of reverse curvature; thence, along a 175.00 foot radius curve to the left through a central angle of 105° 24' 22" (chord bears N 69° 10' 26" W, 278.43 feet) a distance of 321.94 feet to a point of tangency with the existing centerline of East View Road; thence, continuing along the existing centerline of East View Road S 58° 07' 23" W, 64.06 feet to a point; thence, S 67° 42' 06" W, 26.89 feet to a point;

thence, S 63° 38' 58" W, 153.96 feet to a point; thence S 49° 26' 51" W, 125.49 feet to a point; thence, N 80° 45' 14" W, 113.24 feet to a point; thence, N 38° 44' 39" W, 208.34 feet; thence, N 73° 50' 49" W, 177.56 feet to a point; thence, S 62° 52' 01" W, 1.10 feet more or less to a point lying on Karla Talent's northeasterly property line per book 79, page 826, Skamania County Deed Records. Said point lying N 83° 33' 17" E, 1,529.34', more or less, from a Skamania County brass cap marking the west 1/4 corner of Section 2, Township 2 North, Range 7 East, W.M., in Skamania County, Washington.

Date: May 31, 1991

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SKAMANIA LODGE  
— IN THE COLUMBIA RIVER GORGE —

PREPARED FOR:  
SALISHAN LODGE INC.  
SKAMANIA COUNTY

PREPARED BY:



Walker & Macy, Inc. Landscape Architects

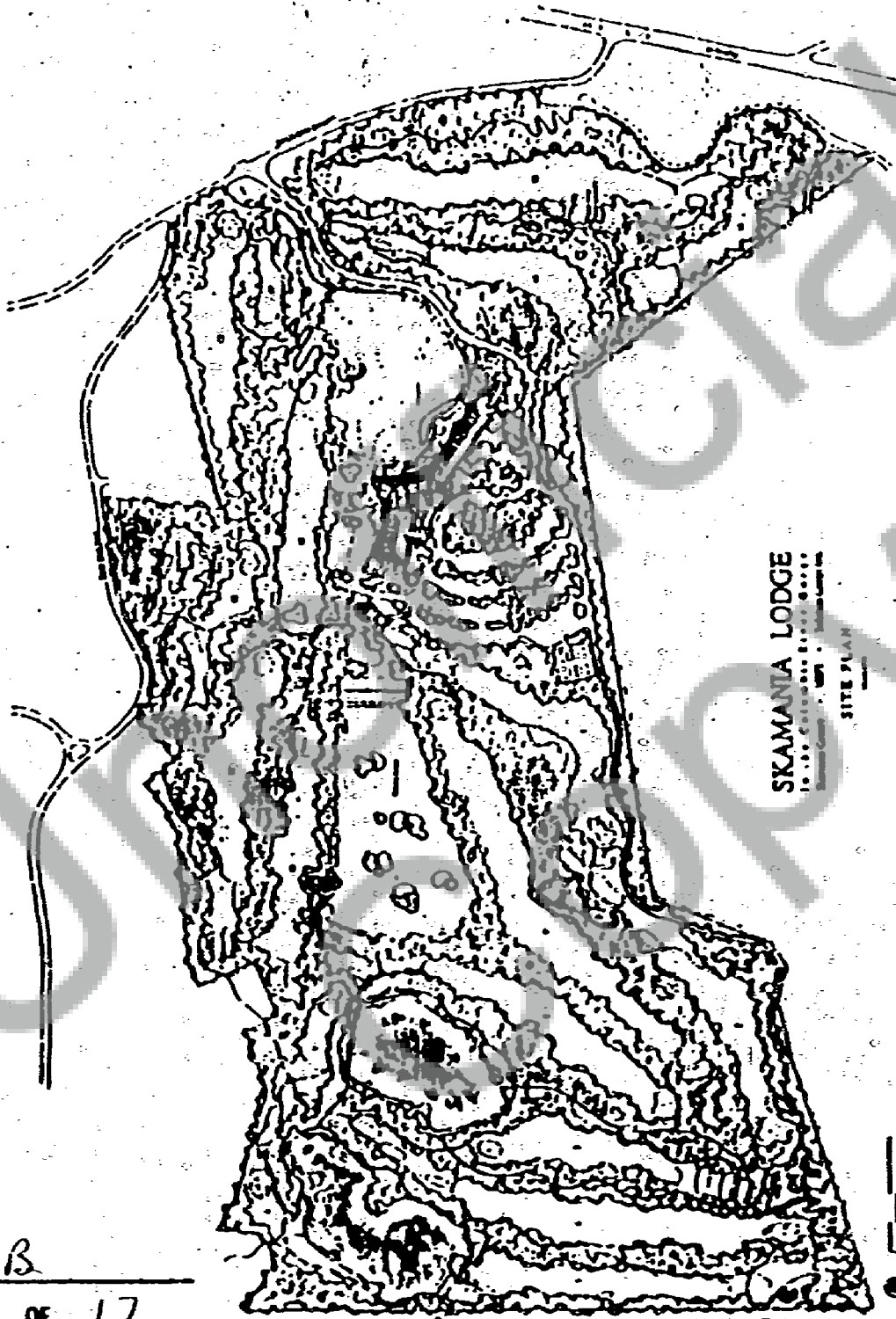
ANKROM MOISAN  
ASSOCIATED ARCHITECTS

SITE CONCEPT PLAN

DATE: March 1991

FIGURE

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EXHIBIT

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