

125134

BOOK 156 PAGE 868

PRE-MARITAL AGREEMENT

THIS AGREEMENT is made and entered into this 27th day of February, 1996, by and between FRANCES LEE ANDERSON and MERLIN GLEN FINK in reference to the following:

1. Each party now owns, as their respective separate estate, personal and/or real property. Attached hereto are exhibits detailing such property, the same being fully incorporated herewith.
2. Each party warrants to the other that their respective schedule is complete and accurate in all material respects. Nominal value property is not included, and any monetary values are necessarily good faith estimates.
3. The parties contemplate marriage and desire prior thereto to enter into an agreement preserving their now owned separate property during their marriage; and, to the extent practicable, to avoid combining, or commingling such separate property with the other party's separate property, or with future acquired joint, community or separate property.
4. Each understands that the other desires to maintain the separate property character of that which is listed, and its issues, increases, rents or profits, so as to be able to will, or otherwise dispose of the same during or after marriage or at death.
5. The parties also wish to protect each other's separate property from the separate claims of others or from community creditors after the marriage is consummated.
6. The parties additionally agree as follows:
 - (a) Each party, during the lifetime of the other and upon or after the death of the other, waives, releases and disclaims any right or interest, legal or equitable, present or prospective, in the separate property or estate of the other, including, but not limited to, equitable lien or community property rights, any family allowance, homestead rights, award in lieu of homestead rights, right to take by intestacy or otherwise, and further waives, releases and disclaims any statutory right to serve as the other's personal representative.
 - (b) Each party does in particular disclaim any interest, present or prospective, in any policies of life insurance, or the proceeds thereof, heretofore issued or hereafter to be issued upon the life of the other, the beneficiaries of which

ANDERSON - FINK

Pre-Marital Agreement

Page 1 of 4

Signed	✓
Witnessed	✓
Noted	✓
Filed	✓
Marked	✓

(g) The parties each acknowledge, represent and warrant that no oral commitments have been made or inducements proposed by either to the other to enter into the marriage contemplated by the parties or into this agreement, other than the promises of love and affection of each for the other. Both parties further agree that this Agreement shall be binding upon the parties hereto and their respective creditors, heirs, executors, administrators, personal representatives and assigns, but shall become effective only if the contemplated marriage is solemnized and consummated.

(h) Each party acknowledges that the other party has fully disclosed the nature and extent of his or her separate property and waives any right to challenge the enforceability of this agreement upon those grounds.

(i) Except as otherwise provided herein, nothing in this Agreement shall be construed to be a waiver, release or disclaimer as to either party's interest in any prospective community property nor to invalidate any voluntary provision or appointment in the Will of the other, by way of right of survivorship with respect to jointly held property, or by way of beneficiary designation with respect to life insurance, retirement plans, or otherwise, or with respect to a party's right to receive a gift from the other party.

(j) The parties hereby stipulate and agree that upon the solemnization and consummation of the contemplated marriage they shall each deposit from their separate earnings One Thousand Dollars (\$1,000.00) or more at their option per month in a joint account which funds and any interest accrued thereon shall constitute community property of the parties.

(k) The validity, construction, and enforceability of this Agreement shall be determined in accordance with and under the laws of the State of Washington.

DATED at Lyle, Washington, this 27th day of February, 1996.

FILED FOR RECORD
SKAMANIA CO. WASH.

BY Merlin G. Fink & Frances L. Anderson

Frances L. Anderson
FRANCES L. ANDERSON

APR 26 10 43 AM '96
G. Olsson
AUDITOR
GARY M. OLSON

Merlin G. Fink
MERLIN G. FINK

BOOK 156 PAGE 871

STATE OF WASHINGTON)
) ss
County of Klickitat)

I certify that I know or have satisfactory evidence that
FRANCES L. ANDERSON signed the foregoing instrument, and
acknowledged it to be her free and voluntary act for the uses and
purposes therein mentioned.

DATED: February 27, 1999

Donald A. Matlock
NOTARY PUBLIC in and for
State of Washington residing
at Lyle.
My Appointment Expires: 12/31/01

STATE OF WASHINGTON)
) ss
County of Klickitat)

I certify that I know or have satisfactory evidence that
MERLIN G. FINK signed the foregoing instrument, and acknowledged it
to be his free and voluntary act for the uses and purposes therein
mentioned.

DATED: February 27, 1996

Donald A. Matlock
NOTARY PUBLIC in and for the
State of Washington residing
at Lyle.
My Appointment Expires: 12/31/01

BOOK 156 PAGE 873

Attachment to "EXHIBIT A" of that certain PRE-MARITAL AGREEMENT by and between FANCES LEE ANDERSON and MERLIN GLEN FINK dated the 27th day of February, 1996.

Legal Description of Real Property Owned
By
Frances L. Anderson

Real estate situated in the County of Klickitat, State of Washington, particularly described as follows:

North half of the northwest quarter; south half of the northwest quarter; northwest quarter of the southwest quarter less tax lots 3 and 5; northeast quarter of the southwest quarter (east of Buck Creek) T. L. 4 in southwest quarter of the northeast quarter, all the foregoing in Section 35, Township 4 North, Range 10 east, W. M.;

Southwest quarter; south half of the south half of the northeast quarter of the southeast quarter; south half of the north half of the northeast quarter of the southeast quarter less T. L. 3; north half of the south half of the northeast quarter of the southeast quarter, all the foregoing in Section 26, Township 4 North, Range 10 east, W.M.

BOOK 156 PAGE 875

Attachment to "EXHIBIT B" of that certain PRE-MARITAL AGREEMENT by and between FANCES LEE ANDERSON and MERLIN GLEN FINK dated the 27th day of February, 1996.

Legal Description of Real Property Owned
By
Merlin G. Fink

Real estate situated in the County of Skamania, State of Washington, particularly described as follows:

Beginning at a point on the Easterly right-of-way of the County Road known as Laycock Road, at its intersection with the North boundary line of the NW 1/4 of Section 15, Township 3 North, Range 10 East of the Willamette Meridian, said point being 530 feet East of the Northwest corner of Section 15, above Township and Range; thence Southerly along the Easterly right-of-way line of said County Road to the South boundary line of the NW 1/4 of Section 15, said Township and Range, thence East along the South boundary line of the NW 1/4 of Section 15, said Township and Range, 1692 feet more or less, thence North 808 feet along the West boundary line of a 15 acre tract situated in the Southeast corner of said NW 1/4; thence East 808 feet to the East boundary line of said Northwest quarter; thence North along the East boundary line of said NW 1/4 to the Northeast corner of said NW 1/4 of Section 15; thence West along the North boundary line of said NW 1/4 2111 feet to the point of beginning (excepting a 10 acre tract located on the NE 1/4 of said NW 1/4).

CABIN SITE LEASE continued

SECTION 5. IMPROVEMENTS continued BOOK 156 PAGE 990

4.07 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that cats, dogs, or other household pets may be kept, but not for any commercial purpose. Household pets shall not be allowed to become an annoyance or nuisance to the neighborhood.

4.08 Incineration. Because of unpleasant odors and unsightliness, no individual incinerator will be permitted on any lot.

4.09 Fires and Fireplaces. Interior fireplaces, stoves, or other type burner must be fireproofed by use of sparkproof screens. All fires must be extinguished before leaving cabin. No fires shall be lit or maintained outside of any cabin.

4.10 Firearms and Fireworks. Discharging firearms, firecrackers, rockets or any other fireworks within the North Woods area shall be prohibited.

4.11 Commercial Use. No platted lot shall be used for any commercial purpose, except that a Lessee may rent his cabin from time to time, and in such case shall be responsible that his tenants abide by these covenants.

4.12 Motorbikes. No motorbike or motorcycle riding of any nature shall be allowed except for ingress and egress.

4.13 Fire Extinguisher. One fire extinguisher (minimum two quart capacity) must be kept in every cabin.

4.14 Trailers and Tents. No tent, house trailer, or mobile home, whether the same be on wheels or not, shall be permitted on any lot except during the period of cabin construction and for guests over a weekend period.

4.15 Solicitation. There shall be no solicitation or distribution of handbills or circulation of any kind without the written consent of Lessor.

4.16 Hose Bibs. One hose bib shall be installed on outside wall of each cabin for fire protection on or before completion of the cabin.

SECTION 5. IMPROVEMENTS

5.01 Plans Approved. No building shall be erected, placed, or altered on the cabin site until the construction plans showing the location of the structure have been approved by the Lessor as to conformity with plan of development, quality of workmanship and materials, harmony of external design and color with existing structures, and as to location with respect to topography and finish grade elevation. Such approval shall be in writing.

5.02 Building Materials. All building construction shall be of log or wood frame. Wood frame stucco or simulated brick veneer construction is expressly prohibited. All roofs shall be of wood shingle or shake, or of an acceptable composition - color to be approved prior to application by the Lessor or such person or persons designated by Lessor.

5.03 Completion. Cabins must be completed from all outward appearance within one (1) year from the time such construction is started. Cabin construction must be started within 1 year from the date of the signing of Cabin Site Lease.

5.04 Tree Removal. The Lessee of each cabin site may remove from said site all trees, shrubs, and foliage necessary to prepare the property for building subject to the following conditions:

As required by the State of Washington in the master lease, any tree whose diameter is over 8" at chest height must be marked by Lessee for Lessor's inspection. Lessor will then notify the Washington State Department of Natural Resources and request their standard appraisal of value. Lessee will then pay Lessor for the value of the tree before removal. Any additional clearing beyond that necessary for the construction of improvements shall be prohibited. The intent is to remove as few trees as possible to the end that the community remain natural and rustic.

5.05 Lot Markers. Lessee will use all reasonable care to make certain that the lot markers, as established by Lessor, are not moved or destroyed.

5.06 Improvements Other Than On Cabin Site. No improvements of any kind shall be constructed or placed upon any area covered by the master lease without Lessor's prior written consent.

5.07 Ownership of Improvements. The master lease provides as follows:

"8.04 Ownership of Sub-lessee Improvements. All buildings and improvements, excluding removable personal property and trade fixtures on the leased site (North Woods) erected by Sub-lessee (Lessee herein) will remain on said site after expiration of this lease (master lease) or termination prior to the term of this lease (master lease) of any sub-lease (this lease) held by the State under the provisions of paragraph 5.09; provided, however, upon the expiration of the lease (master lease), if the State is unsuccessful in re-leasing the leased site (North Woods), as a unit, then each sub-lessee (Lessee herein) shall have a preferential right as allowed by law to re-lease from the State its sub-leased area; provided, further, upon the termination or expiration of this lease (master lease) or a sub-lease (this lease) assigned under paragraph 5.09 that as a condition of any re-lease of the leased site or sub-leased site to any other party made during the three year period following the State shall require the subsequent Lessee to purchase the Sub-lessee's (Lessee herein) interest in the improvements as allowed by law. Expiration, as used in this paragraph, shall mean the expiration of the lease as of May 31, 2025."

The parties hereto agree that the terms and conditions of the above quoted paragraph shall be applicable provided:

(a) That Lessee is not in default under any of the terms and conditions of this lease; and

(b) That Lessee's lease expires May 31, 2025. In the event of earlier expiration of this lease, all buildings and improvements located upon the premises shall be the property of Lessor.

The parties hereto further agree that the benefits of paragraph 8.04 of the master lease shall be enforceable solely against the State of Washington.

5.08 Taxes and Assessments. The Lessee shall pay in annual payments all taxes and assessments that are now charged or may become chargeable against the improvements placed upon the cabin site, now or in the future, commencing with the taxes first becoming due and payable after the date hereof, all before such taxes and assessments become past due.

5.09 North Woods Association. The roads in the plat and certain other common areas shall be held in the name of The North Woods Association, a non-profit association, of which the Lessees of lots in the plat shall be members. Said Association shall be responsible for the maintenance and repair of roads, the entire water system including but not limited to water systems serving the cabins on the premises, docks and common areas and improvements thereon (if any), as well as other community functions which may be given it by its members. The owners (Lessees) of lots in the tract shall be required to pay dues of not less than one and one-half dollars (1½) per month and assessments to said Association for their reasonable share of the costs of the functions and duties of the Association. Said dues shall commence at the time 50 lots are leased. It is understood and agreed that Lessor shall and it is hereby delegated to fulfill all duties, responsibilities and functions of the North Woods Association until fifty (50) lots in the North Woods are leased. At that time Lessor shall call a meeting of all Lessees for the purpose of forming said Association.

(See Addendum E)

SECTION B. TERMINATION BOOK 156 PAGE 992

8.01 Default and Notice. If any default shall be made on the part of the Lessee in the observance or performance of any of the terms, covenants, agreements, or provisions of this lease by him to be observed or performed and such default continues for sixty (60) days after written notice, the Lessor may, at its option, immediately terminate this lease, forfeit Lessee's interest therein, and forthwith exclude the Lessee from the premises and from all rights hereunder, but the Lessee shall nevertheless be liable to the Lessor for all liabilities incurred hereunder prior to such termination. Waiver of any default hereunder shall not constitute a waiver of any subsequent default. Service of any notice provided for herein by the Lessor may be made by depositing such notice in the United States mails addressed to the Lessee at

8.02 Master Lease Termination. It is expressly understood that Lessor has leased the premises from the State of Washington for a period ending June 1, 2025. The master lease provides that in the event it is terminated for any reason whatsoever, prior to the lease termination date, such termination shall operate as an assignment to the State of Washington of this lease together with the unrestricted right of the State to receive payment of the rents herein provided from the date of said assignment.

8.03 Failure to Provide Property Report. Lessee shall have the option to void this lease if he does not receive a property report prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development, in advance of, or at the time of, his signing the lease; and Lessee shall have the right to revoke this lease within 48 hours after signing the lease if he did not receive the property report at least 48 hours before signing the lease. However, this option to void the lease shall not apply where Lessee has received the property report and inspected the lot or lots to be leased in advance of signing the lease and acknowledges by his signature that he has made such inspection and has read and understands such report.

Lessee shall have the option to void this lease if he does not receive a property report prepared and pursuant to rules and regulations of the Oregon Subdivision Control Law ORS 92.210-92.990 in advance of his signing this lease.

Each and every provision of this lease shall bind and shall inure to the benefit of the respective heirs, representatives, successors and assigns of the parties. In the event lessee is more than one person, the liability of such person hereunder shall be joint and several.

8.04 Easements. As shown on the plat of "The North Woods", 20 feet easements are reserved to the Lessor and its assigns on the water front portions of Lots 16, 17, 18, 19, 20, 21, 22, and 23 for purposes of community boat docks. Said easements shall not prevent lessees of the above lots from developing their own shoreside docks providing such facilities do not interfere with the boat traffic pattern of the community dock system.

Five foot easements are reserved to the Lessor and its assigns on the southerly lot line of Lot 10, and the northerly lot line of Lot 11 for access to the water front. Said access to serve as pathway to boat docks if it is determined by Lessor that additional boat docks are needed to serve "The North Woods" community.

IN WITNESS WHEREOF, the parties have executed this lease, in duplicate, this 1st day of

March, 1984



FILED FOR RECORD
SKAMANIA CO. WASH.
BY SKAMANIA CO. TITLE

MAY 2 11 45 AM '96

AUDITOR
GARY H. OLSON

WATER FRONT RECREATION, INC.

By R.C. Curry
President

By Barbara H. Haddad
Secretary

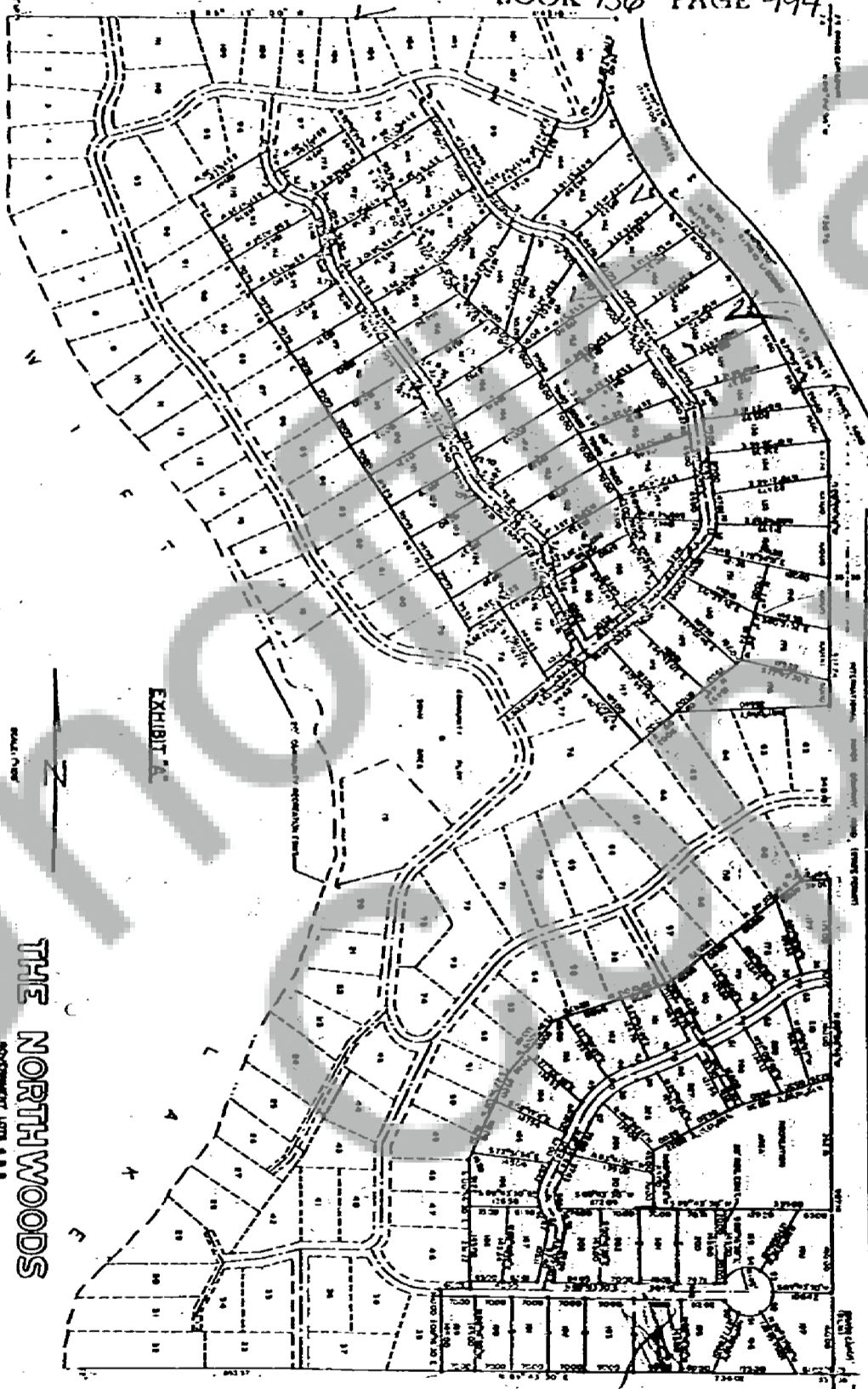
LESSOR

LESSEE

YOU HAVE THE OPTION TO VOID YOUR CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE OFFICE OF INTERSTATE LAND SALES REGISTRATION, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, IN ADVANCE OF, OR AT THE TIME OF YOUR SIGNING THE CONTRACT OR AGREEMENT. IF YOU RECEIVED THE PROPERTY REPORT LESS THAN 48 HOURS PRIOR TO SIGNING THE CONTRACT OR AGREEMENT, YOU HAVE THE RIGHT TO REVOKE THE CONTRACT OR AGREEMENT BY NOTICE TO THE SELLER UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY FOLLOWING THE CONSUMMATION OF THE TRANSACTION. A BUSINESS DAY IS ANY CALENDAR DAY EXCEPT SUNDAY AND THE FOLLOWING BUSINESS HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, COLUMBUS DAY, VETERANS' DAY, THANKSGIVING AND CHRISTMAS.

I (we) hereby acknowledge that prior to the signing of this lease, I (we) have received, read, and understand the PROPERTY REPORT prepared pursuant to the rules and regulations of the U.S. Department of Housing and Urban Development (Office of Interstate Land Sales Registrations) and the PROPERTY REPORT prepared pursuant to rules and regulations of the Oregon Subdivision control law ORS 92.210 - 92.990. I (we) also acknowledge that I (we) have inspected the lot to be leased.

LESSEE



NOTES:
1. ALL LOTS ARE 1/4 SECTION SIZES.
2. ALL LOTS ARE 1/4 SECTION SIZES.
3. ALL LOTS ARE 1/4 SECTION SIZES.
4. ALL LOTS ARE 1/4 SECTION SIZES.
5. ALL LOTS ARE 1/4 SECTION SIZES.

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF THE SURVEYING ACT OF THE 1912
NORTHWOODS SUBDIVISION, IN 1912

W. J. WATSON
SURVEYOR
BIRMINGHAM, ALA.



THE NORTHWOODS
SUBDIVISION LOTS 1 & 2
SEC. 24, T. 7N, R. 12E, W. 1A
BIRMINGHAM COUNTY, ALABAMA
OCTOBER 1912

W. J. WATSON
SURVEYOR
BIRMINGHAM, ALA.

BOOK 156 PAGE 915

**ATTACHMENT TO WASHINGTON UCC-3:
ASBJORSEN, MICHAEL B, ET AL (DEBTORS)**

ADDITIONAL DEBTORS:

Second Debtor:

ASBJORNSEM, TAMMY M
Social security number: 557-19-0983

Address:
MP 0.04 POLAR BEAR LANE
WASHOUGAL, Washington 98671

This debtor is an individual