

Doc # 2004155636
Page 1 of 6
Date: 12/17/2004 10:56A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$24.00

AFTER RECORDING MAIL TO:

Name Dick Casali
Address 2064 NW WHEATFIELD WAY
City/State PORTLAND, OR 97229
SCC 27078

Statutory Warranty Deed

THE GRANTOR STEPHEN J. MINER & KAREN MINER,
HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER VALUABLE
CONSIDERATIONS

in hand paid, conveys and warrants to DICK CASALI & ANNE
WANG, HUSBAND AND WIFE

the following described real estate, situated in the County of Skamania, State of Washington:

A tract of land in Section 21, Township 7 North, Range 5 East of the
Willamette Meridian, in the County of Skamania, State of Washington,
described as follows:

Lot 2 of the Glacier Point Short Plat, recorded in Auditor File No.
2004154754, Skamania County Records.

Together with an easement for Access as disclosed by instrument recorded in
Book 235, Page 673. Also disclosed by Short Plats in Book 3, Pages 400
and 402 and in Auditor File No. 2004154754.

"THIS CONVEYANCE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS, IF ANY, AFFECTING TITLE, WHICH MAY APPEAR IN THE PUBLIC RECORD,
INCLUDING THOSE SHOWN ON ANY RECORDED PLAT OR SURVEY"

SEE ATTACHED EXHIBIT "A"

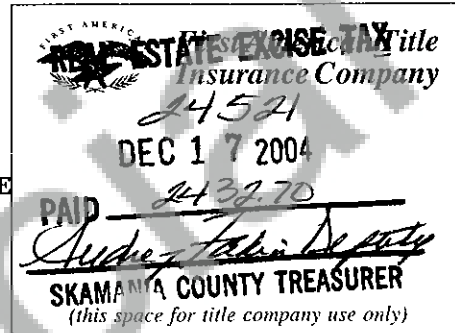
Assessor's Property Tax Parcel/Account Number(s): 07-05-21-0-0-0216-00

Dated DECEMBER 17 2004

Stephen J. Miner
Stephen J. Miner

Gary H. Martin, Skamania County Assessor
Date 12/17/04 Parcel # 7-5-21-216

Karen Miner
Karen Miner

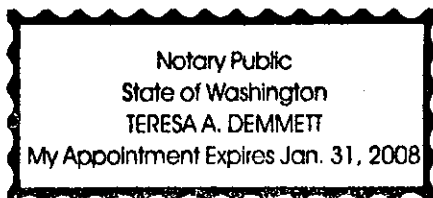


STATE OF WASHINGTON, }
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Stephen J. Miner & Karen Miner 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 13th day of December, 2004



Teresa A. Demmett
Notary Public in and for the State of Washington,
residing at _____

My appointment expires 1/31/08

STATE OF WASHINGTON, }
County of } ss.

ACKNOWLEDGMENT - Corporate

On this ____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My appointment expires _____

WA-46A (11/96)

This jurat is page ____ of ____ and is attached to _____ dated _____.

"Exhibit A"
Included Terms of Property Sale.

- 1) Buyers acknowledge receipt of a copy of the recorded CC&R's, have reviewed them and agree to comply with all regulations and terms contained therein, and as explained herein.
- 2) Buyers acknowledge that property is sold with no direct water frontage or lake access.
- 3) Buyers acknowledge that the property is being sold with water to be provided by an approved shared or community water source for which a water usage agreement is required. In addition, Buyers agree to pay for a prorata share of maintenance and upkeep of the water source, the cost of which is to be determined.
- 4) The sale of the property is as is, where is, with any faults. Sellers make no representations or warranties with respect to the following: Boundary Lines, square footage, soils, buildable area, utilities, contaminants or toxic wastes of any type or any class, environmental condition or access.
- 5) Buyers acknowledge that all current views from property are as is, and due to the impact affecting other properties' or Lots' views and values, Sellers are not obligated to remove, cut or trim trees or vegetation from adjacent property or Lots now or in the future.
- 6) Buyers are recommended to acquire proper licensed expert opinions regarding home construction, build sites, and soils prior to undertaking any project.
- 7) Buyers acknowledge they have been advised to have this Contract reviewed by independent legal counsel and have been urged to consult legal counsel during any negotiations. Buyers are notified that Sellers are represented by legal counsel.
- 8) Buyers have been notified that the following ongoing usage guidelines apply to the property for appearance purposes and property values, erosion control, and soil stability which may impact both Buyers' property and Sellers' adjacent property or lots:
 - a) The property may not be clear cut (CC&R's Section 4, paragraphs 4.2 and 4.6). Select trimming to open view corridors for Buyers' residence is permitted, provided the result is not extensive clearing of the property.
 - b) In any area cleared for construction, bare ground as an ongoing condition is not advisable and is to be replanted (Section 4, paragraph 4.5). Lot is to be maintained with natural vegetation (4.13.1).
 - c) Vegetation on hillsides is to remain intact and maintained. Select topping of some trees may take place, but no trees or plants are to be removed or excessively trimmed.
 - d) Hillside setbacks should be observed so areas directly adjacent to hillsides are not disturbed. Foot traffic or usage of hillside areas is not recommended due to the potential impact and resulting erosion damage.
 - e) Water drainage must be designed, directed and monitored so that:
 - i. Water from rainfall and all buildings is directed away from hillsides
 - ii. Hillsides are not disturbed and eroded (see CC&R's paragraph 2.1.8).
 - iii. Water does not create any erosion problems to adjacent Lots or property.
 - f) Sellers recommend that Buyers conduct walkthrough of property with Sellers or Sellers' designee prior to closing to further review these usage guidelines.
 - g) Buildings and roofing shall be of muted colors (CC&R's para. 4.3) that blend into property surroundings.

Buyer: Dick Casali Date: 12/16/04
Dick Casali

Buyer: Anne Wang Date: 12/16/04
Anne Wang

Seller: Karen Miner Date: 13 Dec 2004
Karen Miner

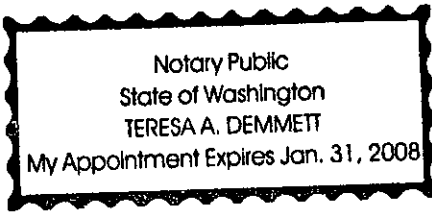
Seller: Stephen J. Miner Date: 13 Dec 2004
Stephen J. Miner

Unofficial Copy

STATE OF WASHINGTON, }
County of } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Stephen J. Miner & Karen Miner 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 13th day of December 19 2004



Teresa A. Demmett
Notary Public in and for the State of Washington,
residing at _____
My appointment expires 1/31/08

STATE OF WASHINGTON, }
County of } ss.

ACKNOWLEDGMENT - Corporate

On this ____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
____ President and _____ Secretary, respectively, of _____
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.
Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page ____ of ____ and is attached to _____ dated _____.

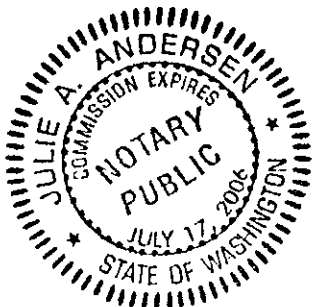
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STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Dick Casali and
Anne Wang 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 16th day of December, 2004



Julie A. Andersen
Notary Public in and for the State of Washington,
residing at Carson
My appointment expires 7-17-2006

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

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

My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.