AFTER RECORDING MAIL TO: Victoria Blachly, Esq. Lane Powell PC 601 SW Second Avenue, Suite 2100 Portland, OR 97204 Doc # 2005157298
Page 1 of 17
Date: 05/13/2005 08:35A
Filed by: LANE POWELL PC
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

Grantor: Marie LeDoux and Irma B. Collins, Trustees of the Jack D. Collins and Irma B.

Collins Living Trust, executed 8/18/1993

Grantee: Josh Economides

Abbreviated Legal: NE Sec. 8, T1N, R5E

Tax Assessor's No.: 1-5-8-0-0-105

Purpose: This Quit Claim Deed is executed to correct the legal description contained in that certain Quit Claim Deed recorded on March 1, 2002 in Book 221, Page 288, Real Estate Excise Tax Affidavit No. 22079.

QUIT CLAIM DEED

THE GRANTOR(S), MARIE LEDOUX and IRMA B. COLLINS, TRUSTEES OF THE JACK D. COLLINS AND IRMA B. COLLINS LIVING TRUST, EXECUTED 8/18/1993 for and in consideration of CORRECTION OF LEGAL DESCRIPTION, conveys and quit claims to JOSH ECONOMIDES the following described real estate, situated in the County of Skamania, State of Washington, together with all after acquired title of the grantor(s) therein:

See Exhibit "A" attached hereto and incorporated herein by this reference.

Attached Settlement Agreement Incorporated.

2005

REAL ESTATE EXCISE TAX

MAY 1 2 2005

JACK D. AND IRMA B. COLLINS LIVING TRUST

day of

PAID exempt

SKAMANIA COUNTY TREASURER

Marie LeDoux, Trustee

Gary H. Martin, Skamania County Assessor

Date 5-12-05 Parcel # 1-5-8-105

707103.0001/460981.1

- 1

Page 2	8
	2005157298

Dated this 28 day of Cepril , 2005
JACK D. AND IRMA B. COLLINS LIVING TRUST
Some B Collins trustee
Irma B. Collins, Trustee
STATE OF WASHINGTON) COUNTY OF Skamania)
I certify that I know or have satisfactory evidence that Marie LeDoux is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it, as the Trustee of The Jack D. and Irma B. Collins Living Trust, executed 8/18/1993 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Notary Public in and for the state of Washington My appointment expires: May 29, 2008
STATE OF WASHINGTON)
COUNTY OF Skamania
I certify that I know or have satisfactory evidence that Irma B. Collins is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it, as the Trustee of The Jack D. and Irma B. Collins Living Trust, executed 8/18/1993 to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.
Dated: April 08, 2005



EXHIBIT "A"

NE ¼ SEC. 8, TIN, R5E, W.M. Skamania Co. Recorded Book 3 pg 171 Parcel 21.02 acre North parcel MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION of North parcel: Beginning at the northeast corner of Section 8, TIN, R5E, W.M., S 01-39-50W, 676.63 feet along the east line of said section; thence S 89-59-11 W. 1635.05 feet to a point on the east line of LOT 3 of the COLLINS SHORT PLAT as shown on the map thereof recorded in Book 3, Page 171 of Short Plats; thence N 01-30-57E, 118.98 feet to the southerly line of Lot 2 of said Short Plat; thence N 71-22-05 E. 154.00 feet to the beginning of a curve concave to the Northwest and having a radius of 100.01 feet; thence Northeasterly along said curve a distance of 12.94 feet and through a central angle of 07-24-52 (the chord of which bears N 67-39-39 E. 12.93 feet); thence N 63-57-13 E. 302.12 feet; thence N 01-30-57E. 386.02 feet to the north line of said Section 8; thence S 89-17-48 E. 1212.11 feet to the point of beginning; ALL records of Skamania County SUBJECT TO location of Canyon Ridge Road.

Gary H. Martin, Skamania County Assessor

Date 5-12-05 Parcel # 1-5-8-105

SETTLEMENT AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS

1. Parties.

The parties to this Settlement Agreement and Release in Full of All Claims are Jack and Irma Collins ("Collins") and Marie LeDoux ("LeDoux"), individually and as Trustees of the Jack D. and Irma B. Collins Living Trust (collectively referred to as the "Plaintiffs") and Josh Economides ("Economides"), Carol Peterson, Jeannine Hart, and Phoenix Brokers LLC, dba Prudential Northwest Properties ("Prudential") (collectively referred to as "Defendants").

Recitals.

- 1.1 On March 1, 2002, Jack and Irma Collins ("Grantors") executed a Quit Claim Deed ("QCD), which is attached as Exhibit "A", to convey a 21-acre parcel, that is described in Exhibit "B" (the "Real Property"), to their grandson Josh Economides ("Economides" or "Grantee");
- 1.2 The Collins conveyed the Real Property subject to certain conditions related to the use of the Property as depicted in Exhibit "C" (the "Addendum").
- 1.3 Prudential's realtor Carol Peterson drafted the QCD and Addendum, and assumed responsibility to record the documents with the Skamania County Recorder's Office on behalf of the Grantors and Grantees.
- 1.4 Realtor Jeannine Hart assisted Ms. Peterson and notarized the Collins' signature to the documents;
 - 1.5 The OCD and the Addendum were subsequently altered.
- 1.6 The parties dispute whether or not the changes were authorized or subsequently ratified by the Collins;
- 1.7 The parties also dispute whether there was undue influence or other circumstances to render the QCD null and void;
- 1.8 The parties also dispute whether the conveyance of the Real Property to the Grantee included any easements or licenses, including the right to use a private road commonly known as South Fork Road, over the adjoining 24-acre parcel ("Adjoining Parcel") retained/owned by the Jack D. and Irma B. Collins Living Trust (which Property is described in Exhibit "D").
- 1.9 The parties also dispute the meaning and enforceability of some of the conditions contained in the Addendum.

- 1.10 The parties also have other miscellaneous and related claims and cross claims that are described in JACK COLLINS and IRMA COLLINS, husband and wife, JACK COLLINS, As Trustee of the Jack and Irma Collins Trust, IRMA COLLINS, as Trustee of the Jack and Irma Collins Trust, and MARIE LEDOUX, as Trustee of the Jack and Irma Collins Trust, Plaintiffs, vs. JOSH ECONOMIDES, CAROL PETERSON, JEANNINE HART and PHOENIX BROKERS, LLC, dba PRUDENTIAL NORTHWEST PROPERTIES, Defendants, Skamania County Superior Court Case No. 03-2-00052-5 (the "Lawsuit");
- 1.11 The parties recognize that continued litigation of the Lawsuit would be protracted, expensive, and involve risks and uncertainties for all.
- 1.12 The Parties therefore wish to resolve all matters and potential disputes between themselves concerning the Real Property, the Jack D. and Irma B. Collins Living Trust, and the Lawsuit.

2. Release of All Claims.

In further consideration for the promises and benefits stated herein and upon satisfaction of the conditions of this Settlement, the parties release each other from any and all causes of action, claims, suits, damages, injury, loss, rights of contribution or indemnity and demands in any way related to the Real Property, the Jack D. and Irma B. Collins Living Trust, and/or the Lawsuit, whether known or unknown.

3. <u>Conveyances of Interest in Real Property, Adjacent Property, and South Fork</u> Road.

- 3.1 Conveyance of Real Property: In consideration of, and subject to, the terms of this Settlement and Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collins and LeDoux, as individuals, and as Trustees of the Jack D. and Irma B. Collins Living Trust, hereby agree to transfer and convey, by virtue of a Correction Quit Claim Deed (the "Deed"), the Real Property to Josh Economides.
- (a) The Grantors' conveyance of the Real Property to Grantee is SUBJECT to the following:
- (i) Grantee shall continue to own the Property only so long as he, within 18 months of the execution of this Agreement, constructs a stick built house (i.e. no modular or mobile home) on the Real Property. The house must contain a minimum of 1,500 square feet. To satisfy this condition, Economides must obtain a final Occupancy Permit from the appropriate building official within this 18-month deadline. This 18-month deadline may be extended for a reasonable period of time only in the event of a natural disaster that directly affects the Real Property.
- (ii) If the Grantee sells or conveys all or any portion of or interest in the Property to a third person at any time within 15 years of the execution of this Agreement, he shall be required to pay Jack and Irma Collins, or the Jack D. and Irma B. Collins Living Trust, exclaim and/or their assigns and/or heirs the sum of \$110,000; and

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Myse 1993,

- (iii) Grantee shall, at his own expense, and within six (6) months of the execution of this Agreement: (1) arrange for a survey or re-survey of the property line between the Real Property and the Adjacent Property; and (2) erect an approximately 300-foot fence in the area commonly referred to as the clearing that separates the two parcels in accordance with the survey.
- (b) The Grantors and Grantees agree to execute any documents, including statements and/or affidavits, required by any title company now or in the future to implement these conditions.
- (c) The Grantors shall execute a Corrected Quit Claim Deed that incorporates this Settlement Agreement. The Deed will include on its face the following language:

 "Attached Settlement Agreement Incorporated." This Deed Shall be reconsisted to the following language:

 by The Grantee with The Skamenia County Records 3 of Fire

 3.2 Disclaimer of any interest in South Fork Road and/or any interest in the
- Adjoining Parcel: In consideration of, and subject to, the terms of this Settlement and Release, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Economides disclaims, releases and/or conveys any interest he may have in South Fork Road, as described in the Road Maintenance Agreement for South Fork Road, recorded in Skamania County Book 169, Pages 919 and 920 and as depicted on Exhibit "E." Economides further disclaims, releases and/or conveys any other interest he may have in the Adjoining Parcel, including but not limited to any utility easement or licenses. Economides agrees to execute a Quit Claim Deed releasing his interest as provided in this Paragraph 3.2.

4. Claims against Prudential, Peterson, and Hart.

By way of a separate confidential Settlement Agreement, Release of All Claims, and Covenant Not To Further Sue ("Prudential Release") and for mutual consideration, receipt of which is hereby acknowledged, the Plaintiffs and Economides have agreed to fully release Prudential, Peterson, and Hart.

5. Dismissal of Lawsuit.

Upon the full satisfaction of the terms of this and the Prudential Release, the Plaintiffs and the Defendants agree to execute and file a Stipulated Motion and Order to Dismiss the entire Lawsuit, including all Claims, Cross-Claims, and Counterclaims. The parties further agree to be responsible for their own costs and attorneys fees associated with the Lawsuit.

6. Prior Addenda are no longer effective.

The parties agree that upon the recording of this Agreement, all other conditions contained or attached to the March 1, 2002 Deed are null and void, including any addendums or affidavits thereto.

7. Disclaimer of Liability.

Neither this Agreement, nor the negotiation, execution, or performance hereof, shall be construed as an admission, directly or indirectly, by any party of the truth of, or of their liability or responsibility on account of or with respect to any of the matters or things asserted by the other party, and no party hereto shall suggest to the contrary in any criminal or civil suit, action, or proceeding, whether or not now pending, in which it may be or become a litigant, witness, or other participant. The negotiation, execution, and performance of this Settlement by the parties is for the sole purpose of compromising and settling disputed claims and each party expressly denies any and all liability on account of any of the claims.

8. Reliance on Own Judgment.

Each party declares and represents that in entering into this Settlement, each party relied wholly upon the advice of their own attorneys and/or their own judgment, belief, and knowledge of the nature and extent of any loss or damage, and that neither party has been influenced to any extent whatsoever in entering into this Settlement by any representation or statements made by the persons or entities released hereby.

9. Acknowledgment of Terms of Agreement.

The parties to this Settlement hereby declare and represent that each has carefully read and understood the contents of this Settlement; that they fully understand the Settlement's terms; and, that they enter into this Settlement voluntarily for the purpose of making a full and complete compromise of any and all claims hereby. Each of the parties further represents that they have consulted with, or have had an opportunity to consult with, an attorney concerning the legal effect of this Settlement before signing it, and that they sign this Settlement by their free act.

10. Severability.

Every provision of this Settlement is intended to be severable. In the event a court, arbitrator, or agency of competent jurisdiction determines that any term or provision contained in this Settlement is illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect the other terms and provisions of this Settlement, which shall remain binding and enforceable.

11. Attorney Fees upon Enforcement of Settlement.

The parties agree that any disputes over the terms of this Agreement will be resolved first through mediation and then binding arbitration. The parties agree to have James Ladley serve as the mediator and the arbitrator. If the parties are unable to resolve their differences regarding the interpretation of this Agreement, then Mr. Ladley will make a final, binding, and non-appealable decision regarding how this Agreement is to be construed and interpreted, with the prevailing party entitled to reimbursement of their costs, including their reasonable attorneys' fees.

12. Miscellaneous.

- Except as otherwise provided in this Agreement or the Confidential Release Agreement, each party shall be responsible for their own costs and attorneys fees incurred.
- This Settlement contains the parties' entire agreement and understanding with respect to the matters described herein, and supercedes all prior and contemporaneous agreements between them with respect to such matters.
- This Settlement shall be interpreted, applied, and enforced in accordance with the laws of the State of Washington.
- No amendments, modification, or supplements to this Settlement may be made

•	, or supprements to this settlement may be made
other than in writing signed by both parties.	./\
12.5 This Settlement may be execut	ted in multiple counterparts which, taken together,
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shall form one original document.	portarios to Jack Collin
12.6 Any medical doc	in to pertaining to Jack Collings to that Josh Donanides received
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(By: Marie LeDoux under authority of	
Power of Attorney)	
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	PRUDENTIAL NORTHWEST
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Irma Collins, Individually and as Trustee	Title:
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Marie LeDoux, Individually and as	Carol Peterson
Trustee Of the Jack D. and Irmá B.	
Collins Living Trust	

Jeannine Hart

12.37 At the time offis Agreement is signed,

A Notice of Release and Cancellation of

Notice of his Pendens will be signed by counsel

For Grantors and retained by James Ladley,

to be forwarded to counsel for grandee

upon confirmation the Correction Quid

Claim deed has been recorded.

12.8 Grandee Shall be responsible for excise tax, if any, and grantors shall be responsible for gift tax, if any, as a result of this Agreement. Grandee Shall also be responsible for real property taxes, from the date of this as reenent.

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Page 5 B - Settlement Agreement and Release To Fill of All

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		SS					
	County of Clark)						
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	County of Clark	SS	•	4			

On this day personally appeared before me MARIE LEDOUX, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of Apr



NOTARY PUBLIC for the State of Washington My Commission Expires: //ay

	STATE OF WASHINGTON) County of Clark	SS.				
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STATE OF WASHINGTON)
) ss.
County of Clark)
On this day personally appeared before me JEANNINE HART, to me known to be the ndividual described in and who executed the foregoing instrument, and acknowledged that shigned the same as her voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this day of, 2005.
NOTARY PUBLIC for the State of Washington
My Commission Expires:

When Recorded Return To

Name: Josh Economides

Address: 436 23rd Gt

City, State, Zip: Washrugal, WA 9867

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AUUITOR

J. MICHAEL GARVISON

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DOC # 2005157298 Page 13 of 17 DESCRIPTION of North parcel: Beginning at the northwast corner of Section 8, 71N, RSE, W.M., SO1-39-50W, 676.63 feet along the east line of said section; thence S 89-59-11 W, 1635.05 feet to a point on the east line of LOT 3 of the COLLINS SHORT PLAT as shown on the map thereof recorded in Book 3, Page 171 of Short Plats; thence N 01-30-57E, 118.98 feet to the southerty line of Lot 2 of said Short Plat; thence N 71-22-05 E, 154.00 feet to the beginning of a curve concave to the Northwest and having a radius of 100.01 feet; thence Northeasterly along said curve a

distance of 12.94 feet and through a central angle of 07-23-52 (the chard of which bears N 67-39-39 E, 12.93 feet); (the chard of which bears N 67-39-39 E, 12.93 feet); thence N 63-57-13 E, 302.12 feet; thence N 01-30-57 E, 386.02 thence N 63-57-13 E, 302.12 feet to the north line of said Section 8; thence S 89-17-48 E, 1212.11 feet to the point of beginning; ALL records of Skamania County; SUBJECT TO location of Canyon Ridge Road.

EX.__B

DOC # 2005157298 Page 14 of 17

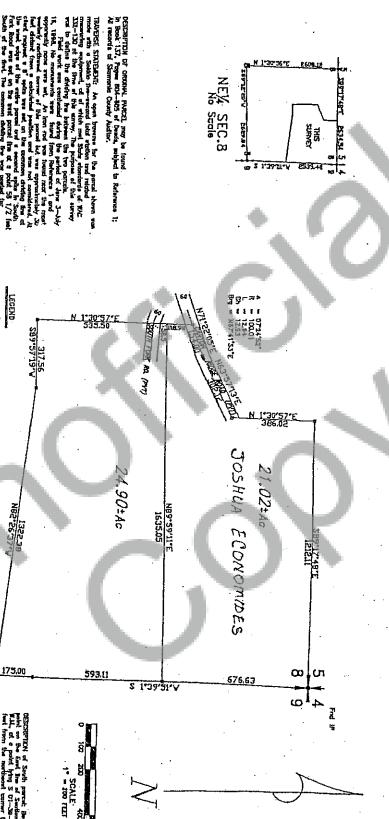
ADDENDUM

Date: MARCH 1, 2002
Between JACK TRMA (dlins and Josti Economiaes
Concerning 2490 acre
It is agreed:
1) JOSH will build a home or put a doublished
mobile home on this Land within
2 years, AND move into this home.
2) Josh will take responsibility for all
Tosh will take responsibility for all taxes to sair property Includes any
broke MxES
3) The property can not be divide or
sold within Byears of moving on this property
91 It Josh does sell this property - 5
he will reimbuse the Jack and
IRMA Collins Trust the sum of
#110,000. which is the Lais
30 Now can Jost QUIT Claim or transer this
Ourrent value. 30 Nov. can Jose QUIT Claim or transer this parcel to any one within the By End. avres fack to China Jama B. Collins All.
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grantee for Elonomisto much 1, 2002 Josh S Economides
UJosh S Economides

EXHIBIT "D" TO SETTLEMENT AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS

Description of South parcel: Beginning at a point on the East line of Section 8, T1N, R5 E., W.M., at a point lying S 01-39-50 W, 676.63 feet from the northeast corner thereof; thence continuing along said line S 01-39-50 W, 593.11 feet to the southeast corner of the NE ¼ NE ¼ of said Section; thence continuing along said line, S 01-39-50 W, 175.00 feet; thence N 82-26-37 W, 1322.38 feet to a point on the South line of said NE ¼ NE1/4; thence S 89-57-19 W, 317.56 feet to the southeast corner of Lot 3 of the COLLINS SHORT PLAT as shown on the map thereof recorded in Book 3, page 171 of Short Plats; thence along the East line thereof N 01-30-57 E, 593.87 feet; thence N 89-59-11 E, 1635.5 feet to the point of beginning; ALL records of Skamania County; SUBJECT TO location of South Fork Road.

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TRANTOM SURVEYING, INC.
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ACK. COLLINS SURVEY FOR

SURVEYOR'S CERTIFICATE

AUDITOR'S CERTIFICATE

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