

WHEN RECORDED RETURN TO:

Doc # 2005158392
Page 1 of 19
Date: 08/18/2005 12:58P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$58.00

CLARK COUNTY TITLE
1400 WASHINGTON ST. SUITE 100
VANCOUVER, WA 98660

Weber Gunn PLLC/
Atty. Ernest L. Nicholson
7700 N.E. 26th Avenue
Vancouver, WA 98665-0672

REAL ESTATE EXCISE TAX

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AUG 18 2005

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Audrey Takami, Deputy
SKAMANIA COUNTY TREASURER

10018352

REAL ESTATE CONTRACT

Grantor(s): Richard E. Grams and Helen M. Grams, husband and wife

Grantee(s): Derek Hoyte, an unmarried man, and Columbia Crest Partners, LLC, a Washington Limited Liability Co.

Legal Description: Portions of Sections 17 and 20, T1N, R5E W.M.

Assessor's Property Tax
Parcel or Account Number: 01-05-20-00-0100-00; 01-05-20-00-0100-03;
01-05-20-00-0100-04 6.5.

Cross References:

1. **Effective Date:** JULY 29, 2005.
2. **Seller:** Richard E. Grams and Helen M. Grams, husband and wife
3. **Purchaser:** Derek Hoyte, an unmarried man, and Columbia Crest Partners, LLC, a Washington Limited Liability Co.

4. **Property:** The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the following described real property, commonly known as 22962 SR 14, Skamania County, WA, with the appurtenances thereon at the date of signing, situated in Skamania County, Washington [described on Exhibit "A" attached hereto and incorporated herein by reference] (hereinafter the "Property").

5. **Purchase Price.** The purchase price of the Property is Five Hundred Eighty-Two Thousand Eight Hundred Twenty-Seven & 00/100 Dollars (\$582,827.00), payable as follows:

A. Down Payment. \$90,000.00 (including \$10,000.00 earnest money heretofore paid) payable on the closing date.

B. Principal Balance. The principal balance of \$494,444.00, and interest on the declining balance thereof at the rate of six percent (6%) per annum from August 1, 2005, in equal monthly installments of \$2, 472.22, or more at Purchaser's option, commencing on September 1, 2005, and continuing on the 1st day of each and every month thereafter until the entire principal balance and accrued interest are paid in full. This principal balance includes the sum of \$1617.00 paid to Purchaser's real estate broker out of Seller's funds at closing. Purchaser hereby reimburses Seller for said payment by including said sum in the principal balance of this contract.

C. Interest. Interest shall be calculated and on a per day basis, using a 365 day year, from date of payment of last installment to date of payment of current installment.

D. Notwithstanding the foregoing, each payment shall be first applied against any costs, expenses and late charges for which Purchaser is then liable hereunder, secondly against interest, and thirdly against the principal.

E. All payments shall be made at the place designated by Seller.

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F. Notwithstanding the foregoing, the entire principal balance, any unpaid late charges and accrued interest of this contract shall be paid in full on or before the ten-year anniversary of the effective date of this contract, to wit: AUGUST 1, 2015.

6. **Late Charges.** In the event that any payment is received by the Seller more than ten (10) days after the due date, there shall be due a late charge of five percent (5%) of the delinquent payment. The late charge will be computed monthly on all sums which are delinquent.

7. **Retention of Title, Security and Deed.** When Purchaser has fully performed this contract, Seller shall execute and deliver to Purchaser Statutory Warranty Deeds in fulfillment of this contract, conveying the Property free and clear of all encumbrances except any encumbrances agreed to by Purchaser and any encumbrances that may accrue hereafter due to any person other than the Seller. Purchaser's rights to the Property shall be subject to all applicable terms and conditions of this contract. One deed shall convey title to Parcel I to Derek Hoyte and the second deed shall convey title to Parcel II to Columbia Crest Partners, LLC. Neither the down payment, nor subsequent partial payments on principal, if any, shall entitle a deed to be delivered on either Parcel until the entire principal balance, any unpaid late charges and accrued interest of this contract shall be paid in full.

8. **Possession.** Purchaser shall be entitled to possession of the Property from and after the date of this contract.

9. **Assessments and Taxes.** Purchaser shall pay before delinquency all taxes, assessments, utility charges, and operation or construction charges not now delinquent, and levied or assessed against the Property and hereafter falling due. In the event any taxes, assessments, rents or charges to be paid by Purchaser are paid by Seller, Purchaser shall promptly reimburse Seller. Upon failure

of Purchaser to pay any taxes, assessments or charges to be paid by Purchaser, Seller may, at his option, declare a forfeiture of this contract or pay and discharge any such tax, assessment, or charge and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of twelve percent (12%) per annum, and be due immediately.

10. **Acceptance of Premises.**

A. No Warranties; "AS-IS. The Purchaser agrees that a full inspection of the Property has been made. Purchaser hereby accepts the Property in its present condition and AS IS and Purchaser confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed, or the location of the boundary lines. The acreage is uncertain. The Seller will not participate in a survey of the Property.

B. Open Space – Forest and Agriculture Classification. Purchaser acknowledges that a portion of the Property has a **Current Use-Open Space Classification** as disclosed by that certain document recorded in records of Skamania County, Book 151, page 602 (Tax Account # 01-05-20-00-0100-04); and a portion of the property has a **Current Use-Forest and Agriculture Classification** (Tax Account # 01-05-20-00-0100-03). (Tax Account # 01-05-20-00-0100-00 is with respect to the portion of the Property on which the residence is situated.) The Property is subject to the provisions of **RCW 84.34 and/or RCW 84.33** which include the requirement of a continuation of restricted use in order to continue the present real property tax assessment rate. A change in use can cause an increase in assessment rate, for present and prior years, and liability for, and the necessity to pay, additional taxes due pursuant to said statute, together with interest thereon. Purchaser acknowledges that this purchase and sale, and/or an

application for building permits, or other permits or changes in use for the Property, could result in a portion or all of the Property having to be removed from said current use designation. Said removal will mean that the compensating or additional taxes calculated pursuant to RCW 84.34 and/or RCW 84.33 will become due and payable. Purchaser agrees, and the final documents evidencing this purchase and sale shall reflect, that Purchaser shall pay, and hold Seller and their heirs, successors and assigns harmless from, and indemnify them against, any such compensating and additional taxes, interest and penalties that may become due. A breach of this covenant of the purchase and sale documents will be a default and entitle Seller to pursue any and all remedies, including acceleration of the outstanding purchase price balance, and non-judicial or judicial foreclosure and repossession of the Property.

C. Conservation Easement. Purchaser acknowledges that the Property is encumbered by and subject to a **Conservation Easement Deed** recorded in records of Skamania County Book 149, page 255. This constitutes a restriction upon the use(s) of the Property that Purchaser must comply with in his future uses of the Property. Purchaser agrees, and the final documents evidencing this purchase and sale shall reflect, that in the event Purchaser receives a notice of alleged violation, breach or failure to comply with the restrictions from the USDA Forest Service, or any other federal, state, or local governmental agency with jurisdiction over the Property, Purchaser shall immediately notify Seller of such notice. Purchaser shall have a period of ninety (90) days to defend against, and/or cure any alleged violation, breach or failure to comply. Seller shall not unreasonably withhold consent for an extension of the time to defend or cure provided the governmental entity prosecuting the matter is also consenting to such extension, and/or the tribunal or court with jurisdiction has granted such extension. At all times during such a

defense and/or cure, Purchaser shall indemnify and hold Seller harmless from any and all costs and expenses whatsoever that relate to such matter. In the event Purchaser does not timely and successfully resolve the matter to the satisfaction of the prosecuting entity, and said prosecuting entity files suit or action in Skamania County Superior Court or other court with jurisdiction to effect a remedy or force correction of the alleged violation, this will be a default and entitle Seller to pursue any and all remedies, including acceleration of the outstanding purchase price balance, and non-judicial or judicial foreclosure and repossession of the Property.

D. Number of Parcels. Pursuant to Purchaser's request, the Property is being conveyed as two Parcels. (Skamania County has three (3) separate tax account numbers for the Property) Purchaser acknowledges that Seller is not representing or guaranteeing that the Property is two parcels. Skamania County, Washington has the Property in its records with one tax parcel number. Purchaser accepts and assumes all risk that the County or other governmental entities will not treat the Property as two parcels.

11. **Title Insurance.** The Seller agrees to procure a standard purchaser's form policy of title insurance, insuring the Purchaser to the full extent of the purchase price against loss or damage by reason of defect in the record title of the Seller to the real estate herein described, excepting matters herein expressly agreed to by the Purchaser; the policy will be issued by Chicago Title Insurance Company. Closing will be on or before July 29, 2005.

12. **Risk of Loss.** The Purchaser shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchaser from its obligation to observe and perform all of

the terms, covenants and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, its agents, servants and employees, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents, servants or employees; and provided further, nothing in this paragraph shall be interpreted or have the effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired, this provision shall be ineffective.

13. **Condemnation.** If the Property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this contract. The award made for the taking shall be deemed to be the property of Purchaser, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder. Seller, Purchaser or both may appear and defend or prosecute in any condemnation proceedings.

14. **Maintenance and Inspection.** The Purchaser shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof.

15. **General Advancements by Seller.** In case the Purchaser fails to make any payment to others as herein provided, the Seller may make such payment, and any amounts so paid by the Seller, together with interest at the rate of twelve percent (12%) per annum thereon from date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other rights the Seller may have by reason of such default.

16. **Purchaser's default.** Time is of the essence of this contract. The Purchaser shall be in default under this contract if Purchaser (a) fails to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances, or (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any reorganization or similar act, or (d) permits the Property or any part thereof or its interests therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the Property for more than thirty (30) consecutive days (unless the Property is otherwise occupied), or (f) conveys the Property or a portion thereof without any prior written consent required herein of the Seller.

17. **Seller's Remedies.** In the event the Purchaser is in default under this contract, the Seller may, at Seller's election, take any or all of the following courses of action:

A. Suit for Delinquencies. The Seller may institute suit for any overdue installment amounts or other sums due and payable under this contract and for any sums which have been advanced by Seller and repayable by Purchaser pursuant to the provisions of this contract, together with interest on all of said amount at the rate provided for by this contract from the date each such amount was advanced or due, as the case may be, to and including the date of collection. The promise to pay intermediate installments is independent of the promise to make a deed. The election by the Seller to proceed under this paragraph 17.A. shall not bar the right to proceed under any other section of paragraph 17.

B. Forfeiture and Repossession. The Seller may forfeit this contract pursuant to Chapter 61.30 RCW, as it is presently enacted and may hereafter be amended. The effect of such

forfeiture includes: (1) all right, title and interest in the Property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (2) the Purchaser's rights under the contract shall be canceled; (3) all sums previously paid under the contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; and (4) all improvements made to and unharvested crops on the Property shall belong to the Seller.

C. Specific Performance. The Seller may institute suit to specifically enforce any of the Purchaser's obligations hereunder, and the same may include redress by mandatory or prohibitive injunction.

D. Judicial Foreclosure. The Seller may institute suit to judicially foreclose this contract as a mortgage, in which event Purchaser may be liable on a deficiency judgment.

E. Further Enforcement. The Seller may enforce this contract under any other method allowed by law.

F. Cumulative Remedies. The remedies stated herein are cumulative and not mutually exclusive and the Seller may pursue any other or further remedies to enforce this contract.

18. **Receiver**. If Seller has instituted any proceedings specified in paragraph 17. and Purchaser is receiving rental or other income from the Property, Purchaser agrees that the appointment of a receiver for the Property is necessary to protect Seller's interest.

19. **Purchaser's Remedy for Seller's Default**. If Seller fails to observe or perform any term, covenant or condition of this contract, Purchaser may, after 20 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

20. **Waivers.** No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

21. **Due on Sale.** If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the Property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchaser's interest in the Property or this contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation or limited liability company, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock or units shall enable Seller to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the Property entered into by the transferee.

22. **Insurance.** Purchaser agrees to keep all buildings now or hereafter erected on the Property described herein continuously insured under fire and extended coverage policies in an amount not less than the balance due Seller, or full insurable value, whichever is higher. All

policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to Seller as their interests may appear and then to Purchaser. Purchaser may within 30 days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the Property shall be restored. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall deem. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.

23. Construction on Property. No construction or erection of any structure shall be commenced on the Property unless and until all necessary permits and approvals, as required by all governmental agencies with jurisdiction over the Property, have been issued. Once construction commences, unless waived in writing by Seller, exterior construction and improvements (especially exterior cleanliness) shall be completed within eight (8) months of commencement of construction. "Commencement of construction" for purposes of this paragraph, shall mean the commencement of clearing and/or grading of the construction site.

24. Attorneys Fees and Costs.

A. If this contract, or any obligation contained in it, is referred to an attorney for collection, enforcement, forfeiture or realization, due to a default or breach by a party, the party in default or breach agrees to pay the other party's costs, including title search and service of notices, costs and expenses, in addition to reasonable attorney fees and all other related legal expenses.

B. If suit, action or arbitration arises out of this contract, the losing party agrees to pay the prevailing party's costs, including title search and service of notices, costs and expenses, in addition to reasonable attorney fees, incurred in connection with such suit, action or arbitration in trial, appellate and bankruptcy courts or tribunals.

25. **Hazardous Waste.** Seller has no knowledge of any hazardous waste being on the Property. The Purchaser will not create a nuisance or commit waste on the premises. Purchaser promises and warrants to Seller that hazardous substances will not be generated, stored or disposed of on the premises nor will the same be transported to or over the premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. And it shall be interpreted to include, but not be limited to, any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. Purchaser will hold Seller harmless from and indemnify Seller against and from any damage, loss, expenses or liability resulting from any breach of this promise and warranty including all attorneys fees and costs incurred as a result thereof.

26. **Notices.** Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth herein. All notices which are so addressed and

paid for shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of actual receipt of such notice by the addressee.

27. **Successors.** Subject to the restrictions contained in this contract, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns.

28. **Entire Agreement.** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of the contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.

29. **Applicable Law and Venue.** This contract shall be governed by and construed in accordance with the laws of the state of Washington and in the event of any litigation arising out of this contract, the parties hereto stipulate and agree that the venue of any such action shall be laid in Clark County, Washington.

30. **Disclosure of Representation.** It is understood that this contract has been prepared by the law firm of Weber Gunn PLLC, for the benefit of the Seller hereunder; and that the Purchaser has been informed of that fact, and has been afforded an opportunity to receive counsel with respect to this contract from Purchaser's own attorneys.

31. **Hoyte Guaranty of LLC's Purchaser Obligations.** Purchaser Derek Hoyte, as part of the bargained for consideration of Seller agreeing to sell to a Purchaser, an entity of which is a limited liability company, and as consideration for Seller entering into this contract involving an installment purchase and sale, shall personally guarantee the contract Purchaser obligations of the the limited liability company Columbia Crest Partners, LLC. Purchaser Hoyte's guaranty shall be set forth in a written instrument separate from this contract and shall be executed by Hoyte at the same time he executes this contract.

Seller's Address:

P.O. BOX 346
WASHOUGAL, WA 98671


Purchaser's Address:


P.O. BOX 475
WASHOUGAL, WA 98671

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.


Derek Hoyte, as Purchaser and Guarantor

Columbia Crest Partners, LLC, Purchaser

By: 
Title/Office: Managing Member

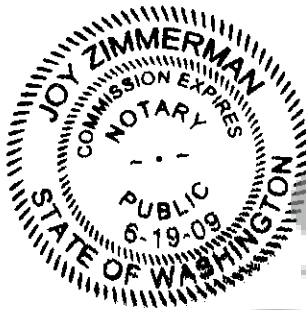

Richard E. Grams, Seller


Helen M. Grams, Seller

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Derek Hoyte is the person who appeared before me, and said person acknowledged that he signed this Real Estate Contract and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 1ST day of ~~July~~ AUGUST, 2005.

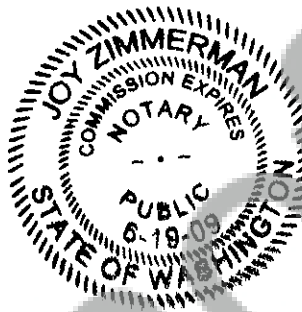


[Signature]
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires 6/19/09

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that
DEREK HOYTE is the person who appeared before me, and said person
acknowledged that he is the MEMBER, or other authorized officer or agent, of
Columbia Crest Partners, LLC, and that he signed this Real Estate Contract and acknowledged it to
be the free and voluntary act of said company, for the uses and purposes mentioned in the
instrument, and on oath stated that he was authorized to execute said instrument.

DATED this 1st day of AUGUST, 2005.



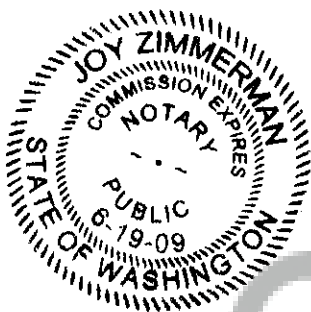
[Signature]
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires 6/19/09

DC # 2005158392
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STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Richard E. Grams is the person who appeared before me, and said person acknowledged that he signed this Real Estate Contract and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29th day of July, 2005.

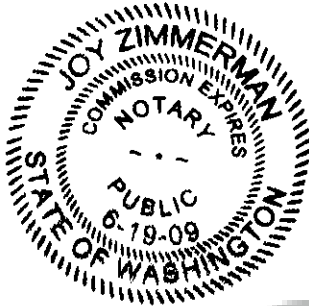


[Signature]
NOTARY PUBLIC in and for the State of
Washington
My Commission Expires 6/19/09

STATE OF WASHINGTON)
: ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Helen M. Grams is the person who appeared before me, and said person acknowledged that she signed this Real Estate Contract and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29th day of JULY, 2005.



NOTARY PUBLIC in and for the State of
Washington
My Commission Expires 6/19/09

Exhibit A
Grams to Hoyte

PARCEL I

A portion of the South half of the South half of Section 17 and Government Lots 1, 2 and 3, In Section 20, all in Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the intersection of the South right of way line of State Highway 14, with the East line of the West 390 feet of Government Lot 1, said point being the most Westerly Northwest corner of the Grams Tract as described in Book 50 of Deeds at page 31 (recorded June 25, 1962), Skamania County Auditor's Records; thence Northeasterly along the South right of way of State Highway 14 for a distance of 215 feet, more or less, to the Northwest corner of the excepted parcel noted in the Grams Tract; thence South 73.45 feet, more or less, to the Southwest corner of said excepted parcel; thence North 84°30' East 162.00 feet to the Southeast corner of said excepted parcel; thence North along the East line of said excepted parcel, 110 feet, more or less, to the South right of way line of State Highway 14; thence Northeasterly along said South right of way line 145 feet, more or less, to the North line of Section 20; thence East along the line between Sections 17 and 20 for a distance of 1000 feet, more or less, to a point that is 1850 feet East of the Southwest corner of Section 17, said point being the Southeast corner of the U.S.A. Tract as described in Book 121 of Deeds, at page 379, Skamania County Auditor's Records; thence North 268 feet, more or less, to the South right of way line of State Highway 14 and the Northeast corner of the U.S.A. Tract; thence Northeasterly and Easterly along said South right of way line 2500 feet, more or less, to a point that is 140.00 feet Westerly (as measured along said right of way line) from Engineer's Station 331+00, 50.00 feet right (Sheet 3 of 6, State Road No. 8, Wing Creek to Prindle, dated June 24, 1927); thence South (parallel with the West line of Government Lot 1 of Section 20), 970.00 feet; thence Southwesterly 3750 feet, more or less, to a point on the East line of the West 390 feet of Government Lot 1, that is 810.00 feet South of the Point of Beginning; thence North 810.00 feet to the Point of Beginning.

PARCEL II

That portion of the Southwest quarter of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the Southerly right of way line of the Evergreen Highway as presently located and established.

EXCEPTING the following described tract of land:

BEGINNING at a point on the South line of the said Section 17, a distance of 1850 feet East of the Southwest corner of the said Section 17; thence North 268.5 feet, more or less, to the Southerly right of way line of the said Evergreen Highway; thence in an Easterly direction along the Southerly line of the said highway to the center line running North and South through the said Section 17; thence South along the said center line to the quarter corner on the South line of the said Section 17; thence West along the South line of the said Section 17 to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Date 8/18/05 Parcel # 1-5-20-100