

AFTER RECORDING MAIL TO:

Name Oleg Bordak

Address 12104 N.E. 119 Ave

City, State, Zip BRUSH PRAIRIE W.A. 98606

Filed for Record at Request of:

REAL ESTATE EXCISE TAX

25214

AUG 26 2005

SUTC 27977

PAID 2022.40 + 349⁰⁰ + 5⁰⁰

STATUTORY WARRANTY DEED

SKAMANIA COUNTY TREASURER

THE GRANTOR(S) 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 OLEG BORDAK, A MARRIED MAN AS HIS SEPARATE ESTATE

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 3 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 CONEYANCE 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"

Assessor's Property Tax Parcel/Account Number: 07-05-21-0-0-0203-00

Dated: 24 August 2005

Stephen J. Miner

Karen Miner

Stephen J. Miner

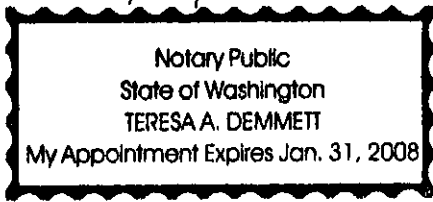
Karen Miner

STATE OF Washington

COUNTY OF Cowlitz

I certify that I know or have satisfactory evidence that Stephen Miner and Karen Miner (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/24/05



Teresa A. Demmett
Notary Public in and for the state of Washington
My appointment expires: 1/31/08

Gary H. Martin, Skamania County Assessor

Date 8-26-05 Parcel # 7-5-21-203
GHM

Addendum "D"
Additional Terms of Property Sale
Lot #3 Glacier Point Short Plat

BOOK _____ PAGE _____

Class B Community Water Well Agreement

The undersigned owners of the planned Group B water system to be installed for the well registered as ID# AGK050 are hereby assigned an equal one third ownership of the above for each lot owned, as well as equal responsibility for all costs associated with future construction and ongoing operation, required maintenance and component repair or replacement, and testing.

Annual bacteriological testing will be done and nitrate samples done every third year, or as required by the Department of Health. The cost of this testing is to be divided equally among the owners. All requirements of the Department of Health are to be adhered to.

Owners also agree not to construct or store any potential source of contamination which might contaminate said water supply such as septic tanks, drain fields, sewer lines, underground storage tanks, barns, liquid or dry storage, herbicides, insecticides, hazardous waste, or garbage of any kind within one hundred feet of the well herein described.

Parcels of land serviced by this agreement include: _____

_____ recorded in Book _____ of Short Plats -- Page _____, Skamania County Records.

These covenants shall run with the land and shall be binding to all parties having or acquiring any right, title, or interest in the land described herein or any part thereof, and shall insure to the benefit of each owner thereof.

Signed: *Walter Brooks* Date: 8.18.05

Date: _____

Signed: *Stephen Miner* Date: 24 Aug 2005
Karen Miner Date: 24 Aug 2005

Addendum "C"
Additional Terms of Property Sale
Lot #3 Glacier Point Short Plat

- 1) Buyer acknowledges receipt of a copy of the recorded CC&R's, has reviewed them and agree to comply with all regulations and terms contained therein, and as explained herein.
- 2) Buyer acknowledges that property is sold with no direct water frontage or lake access.
- 3) Buyer acknowledges that the property is being sold with water to be provided by a future approved shared or community water system for which a water usage agreement is required. The future water system shall include the well, water lines, electrical or control components, storage facility or any other components related to the delivery of water to Lots 1, 2, and 3 of Glacier Point Short Plat. In addition, Buyer agrees to pay for a prorata share of operation, modifications, replacement, maintenance and upkeep of the water system, the cost of which is yet to be determined.
- 4) a. Buyer acknowledges that the bulk of the future community water system will reside on the property being purchased. Buyers agree to permit Sellers and/or Sellers' agents, subcontractors, or employees and other water system co-owners ongoing full access to the property for the purpose of planning, installing, troubleshooting or maintaining the water source and/or water system.

b. Buyer acknowledges that in the process of installing the water system, certain areas in the vicinity of the water system can and will be disturbed by equipment and/or workers. Buyer agrees to hold harmless Sellers and/or Sellers' agents, subcontractors, or employees and other water system co-owners for any damage to the property incurred as a result of the installation or maintenance of the water system.

c. Buyer acknowledges that easement areas have been identified on the plat for access to the water system and access to the water system shall not be impeded or withheld at any time. Buyer agrees to grant Sellers or their assigns an expansion of the easement area should it be determined that additional area is required due to the configuration and maintenance requirements of the water system. Such approval shall be granted and executed by Buyer or assigns within 45 days of receipt of any such easement expansion request. Any costs related to determining, documenting, executing and recording any such request shall be borne equally by the water system owners.
- 5) The sale of the property is as is, where is, with all faults. Sellers make no representations or warranties for but not limited 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.
- 6) Buyer acknowledges that there are no utilities available to the property and the installation of any utilities are solely at the Buyer expense.
- 7) Buyer acknowledges that all current views from property are as is, and due to the impact affecting other properties' or Lots' views and values, Sellers or adjacent land owners are not obligated to remove, cut or trim trees or vegetation from adjacent property or Lots now or in the future.
- 8) Buyer is recommended to acquire proper licensed expert opinions regarding home construction, build sites, and soils prior to undertaking any project.

- 9) Sellers shall provide documentation of prior perc test approvals at closing. Buyer shall acquire his own septic design, permits and installation at his own expense.
- 10) Buyer acknowledges he has been advised to have this Contract reviewed by independent legal counsel and have been urged to consult legal counsel during any negotiations.
- 11) Buyer has 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 Buyer's 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 Buyer's 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 Buyer 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.
- 12) If any of the above terms or sections are struck down, the remaining terms and sections shall remain in full force.

Buyer: _____
Buyer: _____

Date: 8.18.05
Date: _____

Sellers: _____
Sellers: _____

Date: 24 Aug 2005
Date: 24 Aug 2005