

150130

BOOK 249 PAGE 640

Doc # 2006161441
 Page 1 of 11
 Date: 05/04/2006 04:29P
 Filed by: SUSAN READ
 Filed & Recorded in Official Records
 of SKAMANIA COUNTY
 J. MICHAEL GARVISON
 AUDITOR
 Fee: \$42.00

FILED FOR

WHEN RECORDED RETURN TO

Name Susan Read
 Address 17834 Westview Rd.
 City, State, Zip Lake Oswego OR 97034

THIS SPACE PROVIDED FOR RECORD REVISIONS

Susan Read

SEP 5 12 34 PM '03

P. Lowry

J. MICHAEL GARVISON

LPB-44 REV. 88

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -
 WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS
 CONTRACT.

REAL ESTATE CONTRACT
 (RESIDENTIAL SHORT FORM)

1. PARTIES AND DATE. This Contract is entered into on Sept. 5, 2003
 between Susan I. Read, Trustee, Read Family Trust
dated May 11, 1993 as "Seller" and
L+V Logging: Victor Erickson and
Larry Erickson as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to buy the following described real estate in Skamania County, State of Washington:

see attached exhibit "A"

SW 4 Sect 29, T2N R5

Gary H. Martin, Skamania County Assessor

Date 9/5/03 2-5-29-612 6.5.5/4/06 Parcel #

REAL ESTATE EXCISE TAX
25925
MAY 5 2006
Pickel Chelland Corp.
 SKAMANIA COUNTY TREASURER

REAL ESTATE EXCISE TAX
23258

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:
 \$ 200,000 Total Price
 Less (\$ 15,000) Down Payment
 Less (\$ 0) Assumed Obligation(s)
 Results in \$ 185,000 Amount Financed by Seller.

(b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming and agreeing to pay that certain (Mortgage, Deed of Trust, Contract) dated SEP - 5 2003 recorded as AP# 2560.00. Seller warrants the unpaid balance of said obligation is \$ 2,560.00 which is payable \$ 0 on or before the 19 day of SEP, 19 2003 interest at the rate of 0 % per annum on the declining balance thereof; and a like amount on or before the 19 day of each and every SEP thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN 19

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

(c)

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 185,000.00 as follows:

\$ 1767.96 or more at Buyer's option on or before the _____ day of _____
 19 _____ interest from _____ at the rate of 8.00% per annum on the
 declining balance thereof; and a like amount or more on or before _____ day of each and every
 (month/year) month thereafter until paid in full. *See Mortgage Calculation attached*

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN September 5, 2006 Balloon \$163,328.76 Oct. 5, 2006

Payments are applied first to interest and then to principal. Payments shall be made at Gregory Telleo on 17834 Westview Rd. Lake Oswego, OR
 or such other place as the Seller may hereafter indicate in writing. 97034

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Buyer fails to make any payments on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s) within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in full:

That certain NA dated _____, recorded as AF # _____
(Mortgage, Deed of Trust, Contract)

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the provisions of Paragraph 8.

(c) FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

7. OTHER ENCUMBRANCES AGAINST THE PROPERTY. The property is subject to encumbrances including the following listed tenancies, easements, restrictions and reservations in addition to the obligations assumed by Buyer and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. FULFILLMENT DEED. Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.

9. LATE CHARGES. If any payment on the purchase price is not made within ten (10) days after the date it is due, Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are due shall be applied to the late charges.

10. NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES. Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b) or (c) has been consented to by Buyer in writing.

11. POSSESSION. Buyer is entitled to possession of the property from and after the date of this Contract, or _____ date of recording 2003, whichever is later, subject to any tenancies described in Paragraph 7.

12. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no foreclosure or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. **INSURANCE.** Buyer 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 balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer 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 Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment; or
(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) 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; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
24. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.
25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at 282 Stevens Road

Washougal, WA 98671, and to Seller at 17834 Westview Road, Lake Oswego, OR 97034

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.
27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.
28. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER	INITIALS:	BUYER
<u>NA</u>		<u>NA</u>
<u>NA</u>		<u>NA</u>

29. **OPTIONAL PROVISION -- ALTERATIONS.** Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER	INITIALS:	BUYER
<u>NA</u>		<u>NA</u>
<u>NA</u>		<u>NA</u>

30. **OPTIONAL PROVISION -- DUE ON SALE.** If Buyer, 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 Buyer'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 Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, 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.

SELLER	INITIALS:	BUYER
<u>NA</u>		<u>NA</u>
<u>NA</u>		<u>NA</u>

31. **OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER	INITIALS:	BUYER
<u>NA</u>		<u>NA</u>
<u>NA</u>		<u>NA</u>

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32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be \$ NA per NA. Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER	INITIALS:	BUYER
<u>NA</u>		<u>NA</u>
<u>NA</u>		<u>NA</u>

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER	BUYER
<u>Patricia E. Read</u>	<u>Harry Erickson</u>
<u>Susan I. Read</u>	<u>Victor Erickson</u>



STATE OF WASHINGTON)
COUNTY OF Skamania) ss.

On this day personally appeared before me

Patricia E. Read, Susan I. Read
to me known to be the individual 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

5th day of Sept 2003
Peggy B. Lowry

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

My Commission expires 2/23/07

STATE OF WASHINGTON)

COUNTY OF _____) ss.

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.

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 Commission expires on _____

EXHIBIT "A"

That portion of the Southwest Quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

BEGINNING at the Southwest Corner of said Section 29 and running thence East along the South line of said Section 29 a distance of 1050 feet more or less to the Westerly right of way line of the Skye-Bear Prairie Road; thence Northerly along said Westerly right of way line to the Southeast corner of Lot 6, BUHMAN HEIGHTS SUBDIVISION; thence Westerly along the South line of Lots 6 and 5 of said Buhman Heights Subdivision to the Southwest Corner of said Lot 5; thence Northerly along the West line of said Lot 5 to its intersection with a point on the right of way line of a 50 foot radius cul-de-sac on Bear Prairie County Road as established by said Buhman Heights Subdivision, which point is also on the West line of said Section 29; thence South along the West line of said Section 29 to the Point of Beginning.

Gary H. Martin, Skamania County Assessor

Date 4/1/03 Parcel # 2-5-29-612
am

Gary H. Martin, Skamania County Assessor

Date 5/4/06 ⁶³ Parcel # 2-5-29-612

April 26, 2006

Reference: record 150130, Book 249, Page 640 Real Estate Contract dated September 5, 2003. Skamania County Assessor's parcel 02-05-29-0-0-0612-00

Skamania County Recording

To Whom It May Concern:

We wish to Re-Record Real Estate Contract to correct legal description to include all matters of record.

For ingress, egress and utilities recorded August 18, 1988 in Book 110 Page 544, 545, 546; Easement for ingress, egress and utilities recorded May 11, 1995 in Book 149, Page 820; Encroachments that appear on the Survey recorded in Book 3 of Surveys, Page 13.

Susan I. Read, Trustee, Read Family Trust dated May 11, 1993

Seller Susan I. Read, Trustee date 4-29-06

L & V Logging, Purchaser

Victor Erickson Victor Erickson

Larry Erickson Larry Erickson

612

105623

BOOK 110 PAGE 544

CORRECTIVE QUITCLAIM DEED

The Grantors, REMY W. PULSKER and BARBARA F. PULSKER, husband and wife, for an in consideration of one dollar and other good and valuable consideration, hereby convey and quitclaim to ALBERTINA KERR CENTERS FOR CHILDREN, an Oregon non-profit corporation, Trustees in trust, however, for the sole use and benefit of The Chaplaincy Endowment Fund, for which grantee is a trustee, all interest (including any after-acquired title) in and to the following described real property situated in the County of Skamania, State of Washington, to-wit:

That portion of the southwest quarter (SW/4) of Section 29, Township 2, North, Range 5 East, Willamette Meridian, described as:

400 C.O.S. 5/14/41
Beginning at the southwest corner of said Section 29 and running thence east along the south line of said Section 29 a distance of 1050 feet more or less to the westerly right of way line of the Skye-Bear Prairie Road; thence northerly along said westerly right of way line to the southeast corner of Lot 6, Buhman Heights Subdivision; thence westerly along the south line of Lots 6 and 5 of said Buhman Heights Subdivision to the southwest corner of said Lot 5; thence northerly along the west line of said Lot 5 to its intersection with a point on the right of way line of a 50 foot radius cul-de-sac on Bear Prairie County Road as established by said Buhman Heights Subdivision, which point is also on the west line of said Section 29; thence south along the west line of said Section 29 to the Point of Beginning and containing 16 acres more or less.

TOGETHER WITH an easement and right of way appurtenant over and along the route of an existing unpaved road located on Grantors' adjacent real property in the southeast quarter of the southeast quarter (SE/4 SE/4) of Section 30, T2N, R5E, W.M., Skamania County, Washington, from the cul-de-sac mentioned in the foregoing description to the parcel quitclaimed hereby for the construction, operation and maintenance of a roadway for vehicular and pedestrian access, and utility facilities, to serve the parcel quitclaimed hereby; and

Registered ☒
Indexed ☒
Filed ☒
2-14-88
L-100

DE
LE
SR

Clara J. Kinnel, Skamania County Assessor
Per 2-14-88

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BOOK 110 PAGE 545

RESERVING TO GRANTORS an easement and right of way appurtenant for the construction, operation and maintenance of a roadway for vehicular and pedestrian access, and utility facilities, to serve Grantors' adjacent real property in the south half of the southeast quarter (S/2 SE/4) of said Section 30, T2N, R5E, W.M., over and across that portion of the parcel quitclaimed hereby which is described as follows:

BEGINNING at a point on the West line of the Southwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, said point being North 01° 21' 56" East 805.85 feet from the Southwest corner of said Southwest quarter of Section 29; thence South 43° 04' 05" East 214.76 feet; thence South 17° 04' 05" East 298.79 feet; thence North 66° 45' 04" West 282.82 feet to a point on the West line of said Southwest quarter of Section 29; thence North 01° 21' 56" East 336.01 feet along the West line of said Southwest quarter of Section 29 to the POINT OF BEGINNING.

The appurtenant easement and right of way conveyed herein by Grantors to Grantee, and the appurtenant easement and right of way reserved by Grantors herein, shall be upon and subject to the following terms and conditions:

1. Successors and Assigns: The easements herein granted and reserved shall run with the land, and shall inure to the respective benefit and use of the Grantors and Grantee (as owners of the lands to which such easements are appurtenant) and their respective heirs, personal representatives, successors and assigns, as well as to the benefit of future owners of the lands to which such easements are appurtenant and their respective heirs, personal representatives, successors and assigns.

2. Use by Others: These easements are not exclusive easements but are subject to the equal right on the part of the Grantors and Grantee and their respective successors and assigns to use such roadway for all lawful purposes, which right is hereby expressly granted and reserved.

DE.
LE.
ER

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BOOK 110 PAGE 546

3. Future Uses: It is understood between the Grantors and the Grantee that the purpose of these easements is for ingress and egress and public utilities over, along, under and across the burdened parcels. Both parties foresee construction of residential dwellings in the future on the lands to which such easements are appurtenant, and acknowledge that these easements will allow access.

This deed is corrective of the name of Grantor and of the trust purposes for which this conveyance is made.

DATED: July 14th, 1988.

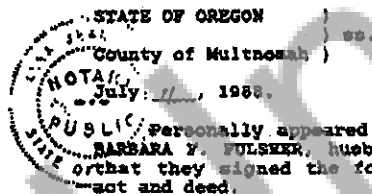
Remy W. Fulscher

REMY W. FULSCHER

Barbara F. Fulscher

BARBARA F. FULSCHER

Grantors



Personally appeared the within named REMY W. FULSCHER and BARBARA F. FULSCHER, husband and wife, and acknowledged to me that they signed the foregoing instrument as their voluntary act and deed.

FILED FOR RECORD
BY GEORGE E. GLENNE

AUG 18 12 30 PM '88
E. M. J. J. JR.
CLERK
CARY H. OLSON

John J. Olsen
Notary Public for Oregon
My Commission Expires: AUG 3, 1991

10191
REAL ESTATE EXCISE TAX
PAID
WATAMIA COUNTY TREASURER

*DE
LE
OR*

DC # 2006161441
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EASEMENT

122285

BOOK 149 PAGE 820

For and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor, BUCK MT. TIMBER, INC., an Oregon Corporation, hereby conveys and warrants to Grantee, JAMES E. ROBSON, a single person, his heirs and assigns, a non-exclusive easement for ingress, egress and utilities to an existing roadway, which is described as follows:

To serve real property in the South half of the Southeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, over and across that portion of the parcel quitclaimed in the corrective quitclaim deed conveyed by instrument recorded in Book 110, Page 544, Auditor's File No. 105623, Skamania County Records, further described as follows:

BEGINNING at a point on the West line of the Southwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, said point being North 01°21'56" East 305.35 feet from the Southwest corner of said Southwest quarter of Section 29; thence South 43°04'05" East 214.76 feet; thence South 17°04'08" East 295.79 feet; thence North 66°45'04" West 242.82 feet to a point on the West line of said Southwest quarter of Section 29; thence North 01°21'56" East 336.01 feet along the West line of said Southwest quarter of Section 29 to the POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

DATED this 28 day of April, 1995.

Joseph J. Zumstein, Jr.
JOSEPH J. ZUMSTEIN, JR.,
President of Buck Mt. Timber, Inc.

STATE OF WASHINGTON)

COUNTY OF) ss:

On this 28th day of April, 1995 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOSEPH J. ZUMSTEIN, JR. to me known to be the president of BUCK MT. TIMBER, INC. the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

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



FILED FOR RECORD
SKAMANIA CO. WASH
By *James Robson*

MAY 11 11 35 AM '95

G. Olson
AUDITOR
GARY H. OLSON

Carol A. Sinn
Notary Public for Washington
residing at *Bellevue*
My Commission expires 12-1-97

REAL ESTATE EXCISE TAX

MAY 11 1995

PAID NA
SKAMANIA COUNTY TREASURER

Seal/Stamp
Inferred, ID ☒
Inferred ☒
Filed ☒
Valid ☒

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SR