

Doc # 2006161836
Page 1 of 8
Date: 06/05/2006 03:37P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$39.00

AFTER RECORDING MAIL TO:

Name Douglas and Lori Volkman

Address PO Box 205

REAL ESTATE EXCISE TAX

City, State, Zip Ridgefield, WA 98642 26001

Filed for Record at Request of:

JUN - 5 2006
PAID 1920⁰⁰ 375⁰⁰ 5⁰⁰
By Deputy
SKAMANIA COUNTY TREASURER

5042 28697

STATUTORY WARRANTY DEED

THE GRANTOR(S) STEPHEN J. MINER AND KAREN MINER, HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER CONSIDERATIONS

in hand paid, conveys, and warrants to DOUGLAS R. VOLKMAN AND LORI L. VOLKMAN, HUSBAND AND WIFE

the following described real estate, situated in the County of SKAMANIA, state of Washington:

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

Lot 1 of the Glacier Point Short Plat recorded in Auditors 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 Plat recorded in Book 3 Pages 400 and 4002 and in Auditors 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: 07-05-21-0-0217-00

Dated: May 31, 2006 Gary H. Martin, Skamania County Assessor
Date 6/5/06 GS Parcel # 7-5-21-217

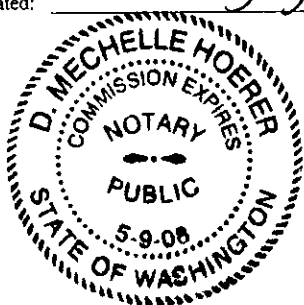
Stephen J. Miner

Karen Miner

STATE OF WA)
COUNTY OF KITSAP)-ss

I certify that I know or have satisfactory evidence that Stephen J. 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: 5-31-06



D. Michelle Hoerer
Notary Public in and for the state of WA
My appointment expires: 05-09-2008

Addendum/Amendment to Purchase and Sale Agreement**ADDENDUM "B"****Additional Terms of Property Sale****Lot #1 Glacier Point Short Plat**

- 1) Buyer acknowledges receipt of a copy of the recorded CC&R's, has reviewed them and agrees 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) The sale of the Property is as is, where is, with all faults. Seller 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.
- 4) Buyer acknowledges that there are no utilities available to the Property and the installation of any utilities or power generating equipment are solely at the Buyer's expense.
- 5) Buyer is recommended to acquire proper licensed expert opinions regarding home construction, build sites, and soils prior to undertaking any project.
- 6) 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 other lot owners' 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) Seller recommends that Buyer conduct walkthrough of Property with Seller or Seller's 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.

Initials:

Buyer:

Date: 1 June 06

Seller:

Date: 26 May 2006

Addendum/Amendment to Purchase and Sale Agreement**ADDENDUM "B"****Additional Terms of Property Sale****Lot #1 Glacier Point Short Plat**

- 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, Seller 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) Seller shall provide documentation of perc test approval prior to end of feasibility period. Buyer shall acquire their own septic design, permits and installation at their own expense.
- 9) 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 / maintenance agreement is required (aka "the Water System"). Addendum 'C' shall constitute the water agreement. The Water System shall be defined as the water source or well, pump(s), 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, from the date of closing onward, 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.
- 10) a. Buyer acknowledges that a portion (e.g. water line(s) and power line(s)) of the Water System will reside on the Property. Buyer agrees to fully cooperate and to permit Seller and/or Seller's agents, subcontractors, or employees and other Water System Co-Owners ongoing full access to the Property for the purpose of planning, inspecting, testing, installing, troubleshooting or maintaining the water source and/or Water System.
- b. Buyer acknowledges that by arranging for the Water System installation, Seller is acting solely as agent on behalf of Buyer and other owner(s) of the adjacent Lot #2 and Lot #3 of the Glacier Point Short Plat / Subdivision to be served by the system (aka "the Water System Co-Owners"). Buyer conveys to Seller complete authority over all aspects of the Water System installation project. In addition Buyer agrees to hold Seller, heirs and assigns harmless regarding all aspects related to the permitting, approval, decision making, testing, design, selection and/or hiring of vendors, purchase of materials or components, or any other facet of the installation, such as the timeframe to review and submit designs, receipt of approvals to complete the installation, as well as temporary operation of the Water System until delivery of water to the Property. Furthermore, Buyer therefore agrees to hold harmless Seller, heirs and assigns, for the resulting Water System's performance; all costs thereof, including operation, replacement, etc.; for installation workmanship and completeness, ease of use to operate or performance of said system (or lack thereof); and the actual lifespan of the Water System.
- c. Buyer acknowledges that Seller provides no warranties as to the performance, expense of operation, or any other aspects of the Water System and that all replacement, repair, maintenance, improvement or modification issues and expenses shall be addressed solely by Buyer and the Water System Co-Owners directly to the installer(s) and/or maintainer(s) of the system or any other party called upon or required to perform work, inspection of, or testing upon the system.

Initials:

Buyer:

DW (Signature)

Date: 1 June 06

Seller:

(Signature) (Signature)

Date:

26 May 2006

Addendum/Amendment to Purchase and Sale Agreement
ADDENDUM "B"
Additional Terms of Property Sale
Lot #1 Glacier Point Short Plat

10) c. (cont'd)

Buyer agrees that any malfunction, warranty issue, maintenance item, improvement or modification related to the Water System of any kind after the initial Water System design is reviewed by Buyer and the Water System Co-Owners shall be incurred solely at Buyer's and the Water System Co-Owners' expense. Buyer further agrees that Buyer's and Water System Co-Owners' sole recourse in remedying defects, errors or omissions of any kind is by dealing directly with the vendors and/or subcontractors that have been engaged to install or work on the system, or with the manufacturers and designers of the components installed as part of the Water System.

d. Buyer agrees that 1) statement of completion of the Water System by the vendor(s) or subcontractor(s) retained to perform said installation and 2) demonstrated delivery of water to the Property's boundary line via an underground water line by said vendor(s) to Seller shall constitute the complete extent of Seller's remaining obligation to Buyer and Water System Co-Owners. Any walkthroughs, demonstrations, construction information or any other information shall be arranged or acquired by Buyer and other Water System Co-Owners by directly contacting the vendor(s) who install the Water System and/or manufactured its components.

e. Buyer acknowledges that in the process of installing the Water System, certain areas on the Property or in the vicinity of the Water System components can and will be disturbed by equipment and/or workers. Buyer agree to hold harmless Seller and/or Seller's agents, subcontractors, or employees and other Water System Co-Owners for any damage or disturbance to the Property and vegetation contained thereon incurred as a result of the installation or maintenance of the Water System.

f. Buyer acknowledges that neither Seller nor assigns are obligated to notify Buyer in advance of scheduled Water System installation-related activities on the Property. Buyer agrees that neither Buyer nor assigns shall impede, interrupt, delay, halt, engage in or disturb in any way the activities of workers, Seller or contractors on the Property while Water System installation-related activities are underway. Buyer agrees to compensate Seller and/or contractor(s) for expenses or damages incurred should any interruption, delay, or disturbance occurs. Buyer also agrees that should any such activity take place, Seller shall have the sole discretion to totally withdraw from the Water System project without notice, that Seller shall have no further obligations in the completion of the Water System, and that completion of the remainder of the project and expenses shall be at Buyer and other Water System Owners' expense and obligation.

g. Buyer acknowledges that easement areas have been identified on the plat for access to the Water System components and access to the Water System shall not be impeded or withheld at any time. Furthermore, Buyer agrees to grant the other Water System owners, Seller, or his 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.

Initials:

Buyer:

DRU

(P)

Date: 1200E 06

Seller:

Am

Km

Date:

26 May 2006

#5019162

Addendum/Amendment to Purchase and Sale Agreement
ADDENDUM "B"
Additional Terms of Property Sale
Lot #1 Glacier Point Short Plat

10) g. (cont'd)

Such approval shall be granted and executed by Buyer or assigns within twenty (20) days of receipt of any such easement expansion request. Buyer acknowledges that granting of any requested additional easement may delay the installation or operation of the Water System. Any costs related to determining, documenting, processing, executing and recording any such request shall be borne equally by the Water System owners. Failure to grant a requested easement within the allotted time period shall constitute an interruption or delay and shall be addressed as described in Article 10)f. of this Addendum B of the Purchase and Sale Agreement.

h. Buyer agrees to review, sign and return to sender (Seller or Water System contractor) within five working days of receipt, any copy of the Water System design submitted to Buyer and other Water System owners prior to commencement of any part of the Water System installation. Buyer at that time shall be notified of the contractor(s) Seller has hired to install the Water System. Buyer acknowledges that Water System installation shall not commence until the design review and any other submitted documents have been signed, notarized (where requested) and returned by all Water System owners to Seller or Seller's agent. Failure to review, sign and return any Water System design documents as requested within ten (10) days of receipt shall constitute an interruption or delay and shall be addressed as described in Article 10)f. of this Addendum B of the Purchase and Sale Agreement. If Buyer anticipates not being available for any period greater than seven (7) days during the four months following the closing date of the sale of the Property, then Buyer agrees to appoint and authorize a representative to fulfill this article of the Purchase and Sale Agreement.

i. Buyer acknowledges that Seller shall be responsible only for the necessary permit, design, materials and installation expenses required for any functioning Water System configuration, to provide water to the three serviced lots, as required by permit. Buyer agrees that any Buyer or other Water System Owner-requested design additions, modifications or improvements of any kind to the initial Water System design shall be entirely at Buyer's expense, either in total or as a prorata share with the other Water System owners, provided that all parties have agreed to such changes in writing. However, Buyer acknowledges that Seller is permitted to implement any additions, modifications or improvements to the initial or subsequent approved Water System Design during the installation period, if they are made at Seller's expense. Furthermore, Buyer agrees that amounts owed by Buyer and/or other Water System owners due to requested additions, modifications, or improvements of any kind to the initial Water System design are due and payable upon receipt of billing. Buyer agrees that unpaid amounts shall accrue at eighteen percent (18%) per annum from time of billing and shall constitute a lien upon the Property until all monies owed are paid in full.

Initials:

Buyer:

DRW PO

Date: 1 June 06

Seller:

Am Kjn

Date:

26 May 2006

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Addendum/Amendment to Purchase and Sale Agreement
ADDENDUM "B"
Additional Terms of Property Sale
Lot #1 Glacier Point Short Plat

10) cont'd.

j. Due to the multiple parties and components involved, the complexity thereof, and the testing involved in installing such a Water System, Buyer acknowledges that delays are possible and that any projected completion dates are "best guess" estimates for informational purposes only. Buyer acknowledges that Seller cannot commit in advance to definite completion dates and Buyer agrees to hold harmless Seller and any contractor involved with installation for any delays experienced and from any direct or indirect costs Buyer or others may incur from any delays or other reasons.

k. Buyer agrees that for the purpose of the release of escrow funds, installation of the Water System shall be considered completed upon the date of the first occurrence of delivery of water from the Water System to the Property. Seller or his assign shall provide notice as detailed in Article 11. Buyer shall be entitled to independently verify this fact as long as the verification process does not conflict in any way with the terms contained in Article 11 of this Addendum "B".

- 11) Buyer agrees to approve release for payment, in certified funds, of all monies held in escrow, within five days of request by Seller or his assigns. Such request shall be at Seller's option and may be completed verbally or in writing by Seller or Seller's agent to Buyer or to the title company. Commencing upon the sixth day after the release request, all monies that have not been released from escrow in certified funds shall accrue at eighteen (18%) per annum. Buyer agrees that any unpaid amounts shall constitute a lien upon the Property until all monies owed are paid in full.
- 12) Both parties agree that the terms of this Addendum "B" shall override all previous portions of the Purchase and Sale Agreement and all other Addenda.
- 13) Seller has already paid for the marking of the Property corners and a survey is available for Buyer's review. Any additional marking or "flagging" of boundary lines or any other area of the Property shall be at Buyer's expense. Seller may provide name of surveyor should Buyer desire to make his own arrangements, but any marking or flagging activity or request shall in no way alter any other terms of the Purchase and Sale Agreement or be permitted to delay the sale of the Property.

Initials:

Buyer:

DLV

(P)

Date: 1 June 06

Seller:

AGM

KM

Date:

26 May 2006

Addendum/Amendment to Purchase and Sale Agreement**ADDENDUM "B"****Additional Terms of Property Sale****Lot #1 Glacier Point Short Plat**

- 14) Earnest money shall be \$4000.00, payable upon acceptance of terms contained in Addendum "B" and Addendum "C".
- 15) Letter from lender indicating Buyer has sufficient or insufficient credit to obtain financing must be delivered to Seller or Seller's agent within seven (7) days of acceptance. Failure to do so will cause the financing contingency to be waived and this agreement may be terminated, at Seller's sole discretion.
- 16) Appraisal results shall be delivered in writing to Seller or Seller's agent by 24 March 2005 or the appraisal contingency shall be waived, and this agreement may be terminated, at Seller's sole discretion.
- 17) Buyer agrees that the Feasibility Contingency may be exercised only for bona fide reasons, those that are specifically identified in article "u" on page 4 of the Purchase and Sale Agreement. Notice shall be completed in writing to Seller's agent on or before the expiration date of the Feasibility contingency, and such document shall specifically state the reasons for exercising the contingency. Buyer agrees that failure to adhere to this process shall constitute waiver of the Feasibility Contingency and this agreement may be terminated at Seller's sole discretion.
- 18) Buyer agrees that all contingencies are waived if the respective notification / performance dates for the contingencies are not met by Buyer, and this agreement may be terminated at Seller's sole discretion.
- 19) Both parties agree that time is of the essence for all items in the Purchase and Sale Agreement and accompanying addenda.
- 20) Buyer acknowledges having been advised to have this Contract reviewed by independent legal counsel and has been urged to consult legal counsel during any negotiations.
- 21) Seller shall retain the right to cancel or modify all or any portion of this agreement until such time that a complete, legible, signed and executed hardcopy has been delivered to Seller.
- 22) If any of the above terms or sections are struck down, the remaining terms and sections shall remain in full force.

Buyer: [Signature]Date: 1 JUNE 06Buyer: [Signature]Date: June 1, 2006Seller: [Signature]Date: 26 May 2006Seller: [Signature]Date: 26 May 2006

**Additional Terms of Property Sale
Lot #1 Glacier Point Short Plat**

Group B Community Water Well Agreement

The undersigned Grantees, also known as "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 amongst the Owners. All requirements of the state and locals Departments 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.

Grantors
Signed: Stephen J. Miner Date: 26 May 2006

Karen Miner Date: 26 May 2006

Grantees
Signed: D. R. C. [Signature] Date: 1 JUNE 2006

Lori L. Kelle Date: June 1, 2006