

WHEN RECORDED RETURN TO:
KENNETH M. MONTGOMERY
P.O. BOX 991
LAKE OSWEGO, OREGON 97034

Doc # 2007164689
Page 1 of 5
Date: 01/19/2007 12:52P
Filed by: CLARK COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$36.00

CCT 00410874 CF

DOCUMENT TITLE(S):
NO LIEN AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
N/A

GRANTOR:
1. ROADWAY ENGINEERING
2.

GRANTEE:
1. RICHARD BECKMAN AND RITA BECKMAN*
2. KENNETH M. MONTGOMERY

TRUSTEE:
N/A

ABBREVIATED LEGAL DESCRIPTION:
North 1/2 Section 20, Township 2N, Range 7E

Full Legal Description located on Page 3

TAX PARCEL NUMBER(S):
02-07-20-0-0-0030-00, 02-07-20-0-0-0020-00, Not disclosed
0300-00 0200-00

☐ If this box is checked, then the following applies:
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

AFTER RECORDING RETURN TO:
Kenneth M. Montgomery
P.O. Box 991
Lake Oswego, OR 97034

NO LIEN AGREEMENT

This agreement made this 18th day of January, 2007 among Kenneth M. Montgomery(hereinafter referred to as MONTGOMERY), Richard Beckman and Rita Beckman(hereinafter collectively referred to as OWNERS), and Roadway Engineering Inc. (hereinafter referred to as ROADWAY).

WITNESSETH

WHEREAS, Owners are the owners of a certain parcel of real property described in the attached exhibit "A" which they wish to develop as a subdivision; and

WHEREAS, Roadway is an engineering firm employed to perform the improvements on the real property by Owners, and,

WHEREAS, Montgomery will provide funding in the form of a loan to Owners for the purposes of developing said real property.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties intending to be legally bound, do hereby agree as follows:

- 1.) Montgomery agrees to make a loan of \$2,250,000.00 to Owners to be secured by a First Lien Position Trust Deed on the subject property.
- 2.) At closing of the loan provided for in paragraph 1 hereof, funds in the amount of \$72,790.00 will be disbursed to Roadway by Montgomery from Owners' reserve account and credited against the amount to be paid to Roadway and others for all of the contemplated improvements on the subject property, with subsequent draws as approved, for a total not to exceed \$201,195.00.
- 3.) Roadway hereby confirms that the total amount to be paid to it and GE Services shall not exceed \$139,482.00.
- 4.) Owners agree not to allow, permit, or suffer any further or additional liens on the subject property exclusive of the first lien on the property in favor of Montgomery.
- 5.) Roadway agrees not to assert, allow, or permit any liens of the subject property exclusive of the first lien on the property in favor of Montgomery. This obligation extends not only to any liens for the improvement of the real property which may otherwise be asserted by Roadway, but also includes the lien claims of any subcontractors or material supplier employed by Roadway for improvements on the real property, including GE Services.

6.) In the event of breach of this agreement by the Owners or Roadway, or both of them, Roadway and Owners agree to indemnify and hold Montgomery harmless with respect to any such lien or liens. It is specifically understood that Montgomery would not make the contemplated loan but for the assurances from Owners and Roadway contained herein.

7.) Owners and Roadway agree that this No Lien Agreement shall serve as a Security Agreement in favor of Montgomery pledging to Montgomery all documents, studies, surveys, reports, work product, and the like, relating to the subject property and its proposed development.. In the event of default of the loan, Owners and Roadway shall immediately deliver all such documents, studies, surveys, reports, work product and the like to Montgomery.

8.) In the event suit or action is instituted to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs both at trial and upon any appeal.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and date first hereinabove mentioned.



Kenneth M. Montgomery



Richard Beckman



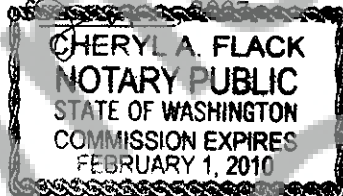
Rita Beckman


Roadway Engineering, Inc.

By: 

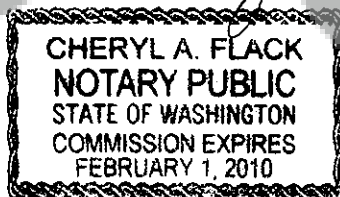
Steven L. Farnsworth

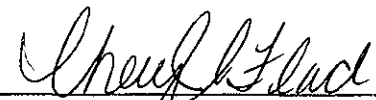
SUBSCRIBED AND SWORN to before me by KENNETH M. MONTGOMERY
this 17th day of Jan, 2007.



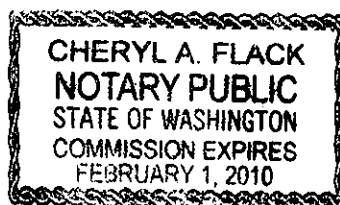

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/1/2010

SUBSCRIBED AND SWORN to before me by RICHARD BECKMAN and RITA
BECKMAN this 18th day of Jan, 2007.




NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/1/2010

SUBSCRIBED AND SWORN to before me by STEVEN L. FARNSWORTH as
PRESIDENT of ROADWAY ENGINEERING, INC. this 18th day of Jan, 2007.



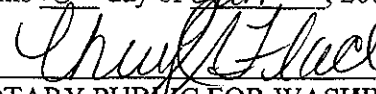

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 2/1/2010

Exhibit A

PARCEL I

That portion of the S.M. Hamilton Donation Land Claim, in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric transmission lines and Northerly of the North line of Primary State Highway No. 8.

EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough;

AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to Kenneth C. Cole and Louise M. Cole, husband and wife, by deed dated December 13, 1965 and recorded December 15, 1965, at page 159 of Book 55 of Deeds, under Auditor's File No. 66079, records of Skamania County, Washington;

AND EXCEPT Lots 1, 2, 3 and 4, LAKESHORE ESTATES SHORT PLAT, recorded in Book "T", page 112, SHORT PLAT Records of Skamania County, Washington.

ALSO EXCEPT that portion to be described as follows:

A portion of the S.M. Hamilton Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, City of North Bonneville, Skamania County, Washington, described as follows:

BEGINNING at a 1 inch iron pipe at the intersection of the North line of the S.M. Hamilton Donation Land Claim with the West line of Section 20; thence South 00°55'15" West, along the West line of Section 20, for a distance of 2,157.71 feet; thence South 89°04'45" East, at right angles to said West line, 648.24 feet to a 5/8 inch iron rod at the Northwest corner of Lot 4 of the LAKESHORE ESTATES SHORT PLAT, as recorded in Book T of SHORT PLATS, page 112, Skamania County Auditor's Records; thence North 53°00'00" East, 600.00 feet to a 5/8 inch iron rod at the Northwest corner of Lot 1 of LAKESHORE ESTATES and the True Point of Beginning; thence continuing North 53°00'00" East, 200.00 feet to a 5/8 inch iron rod at the Northeast corner of Lot 1; thence continuing North 53°00'00" East, 275.00 feet; thence Southeasterly 520 feet, more or less, to the center of the Carpenter Creek Inlet on the North shore of Greenleaf Slough; thence Southwesterly, along the North shore of Greenleaf Slough (and the South line of Parcel I of the Beckman tract as described in Book 148 of Deeds, page 227, Skamania County Auditor's Records) 470 feet, more or less, to the Southwest corner of Lot 1; thence North 36°47'35" West, 436.96 feet to the True Point of Beginning.

PARCEL II

All of that portion of George W. Johnson Donation Land Claim in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administrations No.1 and No. 2 Bonneville-Vancouver electric power transmission lines.

EXCEPT that portion conveyed to Doug and Marlea McKenzie as found in Skamania County Records Book 177, page 133.

EXCEPT a tract of land in the Southeast quarter of the Northwest quarter and in the Southwest quarter of the Northeast quarter of Section 20, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the center of Greenleaf Lake and the West line of the Johnson Donation Land Claim; thence North 03°35'28" East 830 feet; thence South 89°16'15" East a distance of 350.00 feet; thence South 03°30'16" West 800 feet, more or less, to the center of the channel of Greenleaf Lake; thence Southwesterly to the Point of Beginning.

Unofficial Copy