

AFTER RECORDING MAIL TO:

Name Michael L. Pond
Address P.O. Box 407
City/ State Stevenson, Wa 98648

REAL ESTATE EXCISE TAX

27190
AUG 13 2007

Quit Claim Deed: Transfer of property PAID 1304.45 + 5.00 = 1759.00
Michael L. Pond
SKAMANIA COUNTY TREASURER

The Grantor: Michael L. Pond as owner of Lot 1 of the Mike Pond Short Plat in the Southwest ¼ of the Southeast ¼ of Section 26 Township 3 North Range 7 East, Willamette Meridian, Tax lot 3-7-26-0-0-1100 (Lot 1 of Mike Pond Short Plat) for and in consideration of \$180,000.00 and other good and valuable consideration in hand conveys and quit claims real estate to Sharon & Neil Weidman, **Grantees**, the real property situated in County of Skamania, State of Washington, together with all after acquired title of the grantor therein:

~~Abbreviated~~ **Legal Description:** All of Lot # 1 comprising 2.55 acres of the Mike Pond Short plat recorded in the Auditors file # 2007166213. May 23, 2007

⁶⁵
Assessor's Property Tax Parcel/Account Number(s): 3-7-26-0-0-1100

Subject to those easements, covenants, conditions and restrictions of record and that the present water source of lot 1 originates from a spring box on lot 3 which is subject to the conditions below. The grantee accepts the property as is with conditions.

Skamania County Assessor
Date 8/13/07 Parcel# 3-7-26-1100
⁶⁵

Conditions:

All structures and property are accepted as is.

The Water system quantity, quality, and source of water are subject to fluctuation in quality and quantity and source is subject to depletion partially or permanently.

The Grantor will not provide water to the Grantee for failure in any manner for failure of the water system.

The water system flows as is identified by the following (Reference Mike Pond Short Plat recorded May 23, 2007) for general location. The spring box is made of concrete and other materials in Lot 3 with pipe extending a total length of approximately 573 feet, southwest from lot 3 into lot 2 to lot 1 into a 6 foot diameter holding tank constructed of concrete which provides water to Lot 1 by gravity.

The water system functioning now is a water system with the following structure as described, simple gravity feed, water from a spring box via simple piping and hand valves to the holding tank. The water flows from the holding tank downhill via gravity through pipes to the existing dwelling at 752 Aalvik on Lot 1. The holding tank is constructed of concrete and other material.

The water source utilized by the grantee from lot 3 does not preclude water use by the grantor from those same or other sources for Lot 3 and or other lots for other or similar purposes. All care, repair and maintenance of structures are the responsibility of the grantee. Maintenance/and or repair work which would disturb improvements and or existing vegetation of the Grantors property and or portions of the Mike Pond Short Plat will be subject to approval by Grantor.

Any maintenance work will be subject to an agreement by the Grantor and compensation agreeable to the grantor unilaterally..

The Grantor and or his successors do not warrant the water system from failure in any manner including water quantity, quality and /or depletion at any time or from or by acts and or events of the grantees use, or natural events, governments or by individuals or groups.

The grantor retains the use and control of all water sources in or on lot 3 without limitation by present or future owners of lots or portions thereof of lot 1 of the Mike Pond short plat.

All structures will be maintained in a neat orderly appearance by the Grantee; materials equipment and or refuse created by care of and/or repairs/ maintenance shall be removed immediately upon completion of work, or will be subject to removal by the Grantor at the Grantees expense.

Notice will be provided to the Grantor by the Grantee 72 hours prior to the desired date of entry. Entry after notice is subject to approval by the Grantor.

The failure to restore the site disturbed by activities for care and or maintenance, and removal of materials, equipment and or refuse as part of the care and or repairs and maintenance will subject the Grantee to penalties payable to the Grantor within 7 days of occurrence.

Penalties for failure to remove materials and or refuse created as a part of maintenance are payment for cost of removal and storage and restoration of the site and a fee of \$80.00 per day to the Grantor upon demand.

After 30 days failure to remove materials, refuse and restore the site will subject grantee to escalation of penalties to \$200.00 per day payable to the Grantor upon demand. These fees are in addition to payment by the grantee for the grantors legal fees including attorney, court fees, expert testimony as needed determined by the Grantor to remedy the occurrence/s.

Repeated incidences will result upon the third incident in revocation of the use of the water from the spring box and structures and facilities.

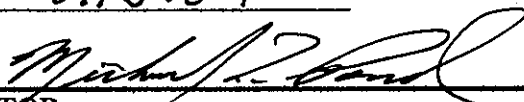
Improvement to the water system to enhance water facilities, increase capacity to produce water, and/or for regulated requirements for the purposes of providing water to lot 1 from existing or other sources will not be made by the Grantee or their successors or agents.

Maintenance of the existing structures which may require disturbance to new or existing improvements of Lost 2, 3 of the Mike Pond Short Plat are subject to terms of the Grantor.

Existing vegetation and/or improvements disturbed by repair and maintenance must include restoration of the existing vegetation and replacement of improvements to better condition prior to activities determined by the Grantor.

In the advent of a need to remove merchantable timber to maintain the facilities the grantor shall be compensated by the grantee, in an acceptable amount determined by the Grantor.

Dated 8/13/07

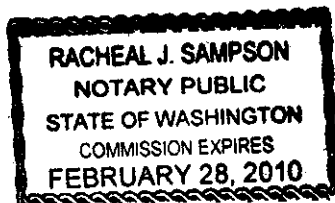

GRANTOR

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Michael Lee Pond
_____ to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of August, 20 07.



Racheal J. Sampson
Notary Public in and for the State of Washington,
residing at N Bonnevillie
My appointment expires 02/28/2010

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

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 and that the seal affixed (if any) is the corporate seal of said corporation.

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 appointment expires _____

WA-46A (11/96)

This jurat is page 3 of 3 and is attached to Quit Claim Deed dated 8/13/07.