

When Recorded Return to:

Dean Busschau  
1132 Cedar Falls Rd.  
Washougal, WA 98671

**NOTICE OF CONTINUANCE**  
**LAND CLASSIFIED AS CURRENT USE OR FOREST LAND**  
**Chapter 84.34 and 84.33 Revised Code of Washington**

Grantor(s) (Purchaser(s)) Dean Busschau

Grantee(s) SKAMANIA COUNTY

Legal Description: A portion of Township 2, Range 5, Section 35 E.W.M.

SEE ATTACHED LEGAL DESCRIPTION

Assessor's Property Tax Parcel or Account Number

Portion of 02-05-35-0-0-0900-00 & 0901-00  
Will be 02-05-35-0-0-0902-00

Reference Number(s) of Documents Assigned or Released

Book E / Page 802

Name of Owner(s) (at time of original lien) Sirrah Corp

Recording Date of Original Lien

6/23/1975

If the new owner(s) of land that is classified under RCW 84.34 as Current Use Open Space, Farm and Agricultural, or Timber Land under 84.33 Designated Forest Land wish(es) to continue the Classification or Designation of this land all the New Owner(s) must sign page 2.

If the new owner(s) do(es) not desire to continue the classification or designation, all additional or compensating tax calculated pursuant to RCW 84.34.108 or RCW 84.33.120, 140 shall be due and payable by the seller or transferor at the time of sale. To determine if the land qualifies to continue classification or designation, the County Assessor should be consulted.

Interest in Property:

☒ Fee Owner

☐ Contract Purchaser

☐ Other

The property is currently classified under RCW 84.34 as:

☐ Open Space

☐ Farm & Agricultural

☐ Timber Land

Classified under RCW 84.33

☒ Designated Forest Land.

I/We the purchaser(s) are aware of the definition of the deferred Tax Program this property is currently under as described in the *information on pages 3 through 5.*

Land Classified as Current Use or Forest Land

*I/We declare that I/we have read and under stand the definition of the Classification the property is under. I/We declare that I/We are aware of the liability of withdrawal or removal of this property form the classification or designation.*

The agreement to tax according to use of the property is not a contract and can be annulled or canceled at any time by the Legislature (RCW 84.34.070).

<u>Dean Busschau</u>		<u>6-12-09</u>	
Property Owner Signature		Date	
<u>Dean Busschau</u>			
Property Owner Print Your Name			
<u>1132 cedar Falls rd</u>	<u>Washougal</u>	<u>WA</u>	<u>98071</u>
Address	City	State	Zip Code
_____ Property Owner Signature		_____ Date	
_____ Property Owner Print Your Name			
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Property Owner Signature		_____ Date	
_____ Property Owner Print Your Name			
_____ Address	_____ City	_____ State	_____ Zip Code
_____ Property Owner Signature		_____ Date	
_____ Property Owner Print Your Name			
_____ Address	_____ City	_____ State	_____ Zip Code

# EXHIBIT "A"

Real property situated in Skamania County, Washington, being a portion of that parcel conveyed to The Harris Family Trust by deed recorded in Deed Book 240, page 612, and a portion of that parcel conveyed to the Sirrah Corporation by deed recorded in Deed Book 84, page 655, records of said county and lying in the East half of Section 35, Township 2 North, Range 5 East of the Willamette Meridian described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of said Section 35 as shown in that Record of Survey recorded under Auditor's File No. 2005157031; thence along the West line of said Northeast quarter South 00°43'50" West 1847.73 feet to the Point of Beginning; thence along the West line of said Northeast quarter and the West line of the Southeast quarter of said Section 35 South 00°43'50" West 1503.25 feet; thence South 88°55'36" East 1319.52 feet to the East line of the Northwest quarter of said Southeast quarter; thence along said East line North 00°36'01" East 721.46 feet to the Southeast corner of the Southwest quarter of said Northeast quarter; thence along the East line of the Southwest quarter of said Northeast quarter North 00°36'02" East 442.28 feet; thence North 74°29'27" West 1361.90 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities as described in Deed Book 340, page 702, being the East 40 feet of Lot 4 of CANYON CREEK ESTATES, recorded in Book 3 of Short Plats, page 297.

TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities over the West 60.00 feet of the following described Parcel "A":

COMMENCING at the Northwest corner of the Northeast quarter of said Section 35 as shown in that Record of Survey recorded under Auditor's File No. 2005157031; thence along the West line of said Northeast quarter South 00°43'50" West 1315.87 feet to the Northwest corner of the Southwest quarter of said Northeast quarter, said corner being the Northwest corner of said "Harris" parcel and the Point of Beginning; thence continuing along the West line of said Southwest quarter and the West line of said "Harris" parcel South 00°43'50" West 531.86 feet; thence South 74°29'27" East 1361.90 feet to the East line of said Southwest quarter and the East line of said "Harris" parcel; thence along said East lines North 00°36'02" East 860.03 feet to the Northeast corner of said Southwest quarter and the Northeast corner of said "Harris" parcel; thence along the North line of said Southwest quarter and the North line of said "Harris" parcel North 88°25'54" West 1315.04 feet to the Point of Beginning.

Exhibit "B"


The easements described in the attached legal descriptions shall be subject to the following:

No structure or other improvement may be placed upon the easement areas by either Grantor or Grantee, their heirs, successors or assigns that would interfere with or impede the intended use granted by the easement.

The parties acknowledge that the subject parcels may be subdivided in the future, with parcels sold to multiple owners. The parties shall share in the maintenance of the road equally on a pro rata basis. Providing that should either property be subdivided and parcels sold to a third party, each person owning a property served by the easements shall be responsible for a pro rata share of the cost of maintenance. The pro rata share shall be based on the number of owners of the subdivided properties using the road, not by the number of lots.

It is anticipated that the parties may use the easements for forest practices, which would entail, for short periods of time, having large trucks and other forestry related vehicles on the easements. Should either party, their heirs, successors, or designees use the easement for forest services, then after the forest practices activity has been completed, it shall be that party's responsibility to make any repairs to the road from damage caused by the forestry activity.

Notwithstanding the above - any party shall be responsible for repairing the damage they cause beyond normal wear and tear attributable to residential use.

  
Eugene Harris Jr, President  
Sirrah Corporation

  
Dean Busschau

