

WHEN RECORDED RETURN TO:

ERNEST L. NICHOLSON
WEBER GUNN PLLC
7700 NE 26TH AVENUE
VANCOUVER, WA 98665

AMENDED NOTICE OF INTENT TO FORFEIT

Pursuant to the Revised Code of Washington
Chapter 61.30.040 and 61.30.070

Grantor(s): Richard E. Grams and Helen M. Grams, husband and wife

Grantee(s): Derek Hoyte, an unmarried man, and Columbia Crest Partners, LLC, a
Washington limited liability company

Legal Description (abbreviated): Portions of Sections 17 and 20, T1N, R5E W.M.

Assessor's Property Tax Parcel or Account Number(s): 01-05-20-00-0100-00; 01-05-20-00-
0100-03; 01-05-20-00-0100-04

Cross References: 2005158392

TO : Derek Hoyte
PO Box 475
Washougal, WA 98671

Columbia Crest Partners, LLC
PO Box 475
Washougal, WA 98671

AND TO : Any and all persons presently occupying the below described real property,
commonly known as 22962 SR 14, Skamania County, Washington.

AND TO : Any and all persons claiming any right, title or interest in the said real
property through the Purchasers.

AMENDED NOTICE OF INTENT TO FORFEIT - 1

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YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

1. The name, address and telephone number of the Seller and, if any, the Seller's agent or attorney giving the notice:

Seller(s)

Richard E. and Helen M. Grams
c/o Dale L. Grams
PO Box 346
Washougal, WA 98671

Attorney for Seller(s):

Ernest L. Nicholson
Weber Gunn PLLC
Of Attorneys for Seller(s)
7700 N.E. 26th Avenue
Vancouver, Washington 98665
360/574-1600

2. Description of the Contract: Real Estate Contract dated July 29, 2005, executed by Richard E. Grams and Helen M. Grams, husband and wife, as Seller, and Derek Hoyte, an unmarried man, and Columbia Crest Partners, LLC, a Washington limited liability company, as Purchaser, which Contract or a memorandum thereof was recorded under No. 2005158392 on August 18, 2005, records of Skamania County, Washington.

3. Legal description of the property: See Exhibit A attached hereto and by this reference made a part hereof.

4. Description of each default under the Contract on which the notice is based:

A. Monetary Defaults. Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 7A and 7B below: December 2009 monthly payment and late charge, January 2010 monthly payment, plus the 2009 real property taxes.

5. Failure to cure all of the defaults listed in paragraphs 7A and 7B below, and also pay the amounts listed in paragraphs 8 below, on or before the 7th day of April, 2010 will result in the forfeiture of the Contract.

6. The forfeiture of the Contract will result in the following:

A. All right, title and interest in the property of the Purchaser, and of all persons claiming through the Purchaser or whose interests are otherwise subordinate to Seller's interest in the property, shall be terminated.

AMENDED NOTICE OF INTENT TO FORFEIT - 2

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B. The Purchaser's rights under the Contract shall be cancelled.

C. 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.

D. All Purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller.

E. The Purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, unharvested crops and timber to the Seller on the 17th day of April, 2010 (10 days after the Declaration of Forfeiture is recorded).

7. The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the action(s) required to cure the default:

A. Monetary delinquencies payable to Seller:

<u>Item</u>	<u>Amount</u>
(1) December 2009 Payment	\$ 2,472.22
(2) December 2009 Late Charge	\$ 123.61
(3) January 2010 Payment	<u>\$ 2,472.22</u>
TOTAL:	\$ 5,068.05

B. Monetary delinquencies payable to parties other than Seller:

<u>Item</u>	<u>Amount</u>
(1) Skamania Co. Treasurer – <u>Estimated</u> 2009 Real Property Taxes, plus interest and penalties, on Account Nos. 01-05-20-00-0100-00, 01-05-20-00-0100-03, and 01-05-20-00-0100-04	\$ 2,704.28
TOTAL:	\$ 7,772.33

8. The following is a statement of estimated other payments, charges, fees and costs, payable to Seller, to cure the default:

<u>Item</u>	<u>Amount</u>
(1) Cost of title report	\$1,444.50

AMENDED NOTICE OF INTENT TO FORFEIT - 3

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(2)	Service/postage for Notice of Intent to Forfeit (estimated)	\$75.00
(3)	Copying costs (estimated)	\$10.00
(4)	Attorney fees (estimated)	\$1,500.00
(5)	Recording fees (estimated)	\$135.00
	TOTAL: (estimated)	\$3,164.50

9. The total estimated amount necessary to cure the monetary defaults is the sum of the amounts in paragraphs 7A, 7B and 8 above, which is \$10,936.83, plus the amount of any installments, payments, interest, or penalties which have been assessed or fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the defaults are cured.

Moneys required to cure the monetary default, which are payable directly to Seller as required by paragraph 7A above, may be tendered to Ernest L. Nicholson, Weber Gunn PLLC, attorney for Seller, at 7700 N.E. 26th Avenue, Vancouver, Washington 98665.

Moneys required to cure the monetary default, which are payable to the County Treasurer as required by paragraph 7B above, may be tendered to the Skamania County Treasurer. PROVIDED, HOWEVER, in order to cure these defaults, you must provide proof of said payment and cure to Ernest L. Nicholson, Weber Gunn PLLC, attorney for Seller, at 7700 N.E. 26th Avenue, Vancouver, Washington 98665, by presenting him with a copy of said Treasurer's receipt indicating payment in full of the real property taxes, together with all interest and penalties thereon, to the date the default is cured.

10. The person to whom this notice is given, may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the Summons and Complaint before the Declaration of Forfeiture is recorded.

11. The person to whom this notice is given, may have the right to request a court to order a public sale of the property, however, such a public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the Seller's interest in the property. If a court orders a public sale, the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale, and the balance, if any, paid to the Purchaser. The court will require the person who requests the sale to deposit the anticipated sale costs, with the clerk of court. Any action brought to obtain an order for public sale must be commenced by filing and service of the summons and complaint before the declaration of forfeiture is recorded on the 7th day of April, 2010.

NO EXTENSION IS AVAILABLE FOR ANY DEFAULTS WHICH ARE A FAILURE TO PAY MONEY


12. The Seller is not required to give the Purchaser or any person any other notice of default before the declaration which completes the forfeiture is given.

13. Additional information:

EARLIER NOTICE SUPERSEDED

This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 4th day of January, 2010.

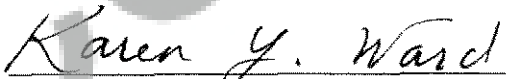

Ernest L. Nicholson
Weber Gunn, PLLC
Attorneys At Law
7700 N.E. 26th Avenue
Vancouver, Washington 98665

STATE OF WASHINGTON)
 : ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that ERNEST L. NICHOLSON signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 4 day of January, 2010.




Notary Public in and for the
State of Washington
My appointment expires: 11-1-12

AMENDED NOTICE OF INTENT TO FORFEIT - 5

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Exhibit A

PARCEL I

A portion of the South half of the South half of Section 17 and Government Lots 1, 2 and 3, in Section 20, all in Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the intersection of the South right of way line of State Highway 14, with the East line of the West 390 feet of Government Lot 1, said point being the most Westerly Northwest corner of the Grams Tract as described in Book 50 of Deeds at page 31 (recorded June 25, 1962), Skamania County Auditor's Records; thence Northeasterly along the South right of way of State Highway 14 for a distance of 215 feet, more or less, to the Northwest corner of the excepted parcel noted in the Grams Tract; thence South 73.45 feet, more or less, to the Southwest corner of said excepted parcel; thence North 84°30' East 162.00 feet to the Southeast corner of said excepted parcel; thence North along the East line of said excepted parcel, 110 feet, more or less, to the South right of way line of State Highway 14; thence Northeasterly along said South right of way line 145 feet, more or less, to the North line of Section 20; thence East along the line between Sections 17 and 20 for a distance of 1000 feet, more or less, to a point that is 1850 feet East of the Southwest corner of Section 17, said point being the Southeast corner of the U.S.A. Tract as described in Book 121 of Deeds, at page 379, Skamania County Auditor's Records; thence North 268 feet, more or less, to the South right of way line of State Highway 14 and the Northeast corner of the U.S.A. Tract; thence Northeasterly and Easterly along said South right of way line 2500 feet, more or less, to a point that is 140.00 feet Westerly (as measured along said right of way line) from Engineer's Station 331+00, 50.00 feet right (Sheet 3 of 6, State Road No. 8, Wing Creek to Prindle, dated June 24, 1927); thence South (parallel with the West line of Government Lot 1 of Section 20), 970.00 feet; thence Southwesterly 3750 feet, more or less, to a point on the East line of the West 390 feet of Government Lot 1, that is 810.00 feet South of the Point of Beginning; thence North 810.00 feet to the Point of Beginning.

PARCEL II

That portion of the Southwest quarter of Section 17, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying Southerly of the Southerly right of way line of the Evergreen Highway as presently located and established.

EXCEPTING the following described tract of land:

BEGINNING at a point on the South line of the said Section 17, a distance of 1850 feet East of the Southwest corner of the said Section 17; thence North 268.5 feet, more or less, to the Southerly right of way line of the said Evergreen Highway; thence in an Easterly direction along the Southerly line of the said highway to the center line running North and South through the said Section 17; thence South along the said center line to the quarter corner on the South line of the said Section 17; thence West along the South line of the said Section 17 to the Point of Beginning.