

**AFTER RECORDING MAIL TO:**

Name Louis Gadini  
Address 2353 West Holladay  
City / State Seattle WA 98199

**Statutory Warranty Deed**

THE GRANTOR Dave & Brenda Creagan

for and in consideration of \$110,000.00

in hand paid, conveys and warrants to Louis Gadini

the following described real estate, situated in the County of Skamania Co, State of Washington:



**First American Title  
Insurance Company**

(this space for title company use only)

*See Attached  
Sec 23 T 7 N R 6 E*

**REAL ESTATE EXCISE TAX**

28603

JUN - 3 2010

PAID

\$1,688.00

Wickie Pelland, Deputy  
SKAMANIA COUNTY TREASURER

Assessor's Property Tax Parcel/Account Number(s):

07062310100100  
07062310050000

Dated 6/3, 19 10

Dave Creagan

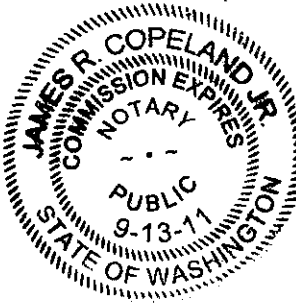
Brenda Creagan Brenda Creagan

STATE OF Washington }  
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me David & Brenda  
Creagan to me known  
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they  
signed the same as thet free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of June 2010



[Signature]  
Notary Public in and for the State of  
residing at Steverson  
My appointment expires 9-13-2011

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 \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_.

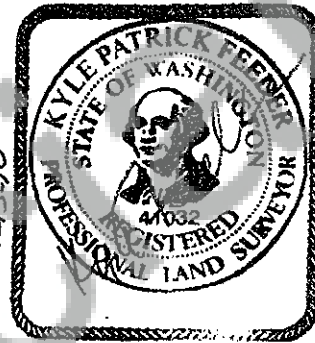
KPF

KPF SURVEYING, INC.  
 1514 N.E. 267<sup>TH</sup> AVE.  
 CAMAS, WA 98607  
 360-834-0174 PH.  
 360-838-0155 FAX

Skamania County Assessor  
 Date 3-2-10 Parcel# 07-06-23-1-0-1000-00

January 15, 2010

EXHIBIT "A"



A tract of land located in a portion of the "Dave Creagan" Short Plat, according to the plat thereof recorded under Auditors' file number 2004163613, records of Skamania County, Washington, in a portion of the Northeast quarter of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows;

Beginning at the Northwest corner of said Northeast quarter of Section 23;

Thence South 89°07'55" East, along the North line of said Northeast quarter, for a distance of 1505.78 feet to a point on the centerline of Pine Creek;

Thence South 32°00'00" East, along said centerline for a distance of 197.00 feet;

Thence South 20°16'47" East for a distance of 177.74 feet;

Thence leaving said centerline, North 87°35'18" West for a distance of 1679.76 feet to a point on the west line of said Northeast quarter;

Thence North 01°20'10" East, along said west line of the Northeast quarter for a distance of 286.00 feet to the POINT OF BEGINNING.

Containing 11.32 acres, more or less.

Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

KW 3/3/2010

Skamania County Assessor  
 Date 6-3-10 Parcel# 7-6-23-1-1001



# HAGEDORN, INC.

## SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

July 23, 2007

### LEGAL DESCRIPTION FOR DAVE CREAGAN

#### RECONFIGURED LOT 4 OF "PINE CONE SHORT PLAT" (1.3 ACRES):

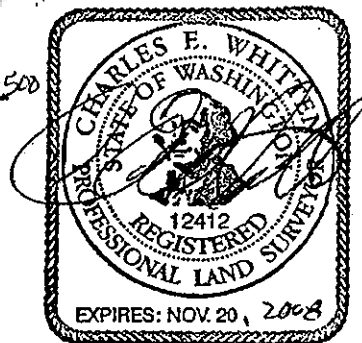
A portion of the South half of the Northeast quarter of Section 23, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a concrete monument at the Northeast corner of Section 23; thence South  $01^{\circ} 18' 16''$  West, along the East line of Section 23, for a distance of 1490.91 feet; thence North  $89^{\circ} 20' 18''$  West, 145.56 feet to the Southeast corner of Lot 3 of the "Pine Cone Short Plat", as shown in Skamania County Auditor's File No. 2004159228 and the TRUE POINT OF BEGINNING; thence South  $05^{\circ} 00' 00''$  East, along the centerline of Lodgepole Lane, 46.81 feet; thence along the arc of a 1500 foot radius curve to the right, through a central angle of  $04^{\circ} 31' 56''$ , for an arc distance of 118.65 feet to the Southwest corner of Lot 2 of the "Pine Cone Short Plat"; thence North  $89^{\circ} 20' 18''$  West, along the South line of Lot 4 of the "Pine Cone Short Plat", 362 feet, more or less, to the center of Pine Creek; thence Northerly, along the center of Pine Creek, 165 feet, more or less, to the North line of Lot 4 of the "Pine Cone Short Plat" Short Plat; thence South  $89^{\circ} 20' 18''$  East, 346 feet, more or less, to the TRUE POINT OF BEGINNING. *Ⓡ*

LD-2007\Creagan PCSP4.cew  
07-086

Skamania County Assessor  
Date 6-3-10 Parcel# 7-6-23-1-500

Skamania County Assessor  
Date 11-1-07 Parcel# 070623/0050000  
*110*



MC # 2007168145  
Page 2 of 2

## PROMISSORY NOTE

Borrower: Creagan Excavating, Inc.

Lender: Louie Gadini

Principal Amount: \$110,000

Interest: 10% / per annum

Maturity Date: December 15, 2009

Promissory note becomes valid upon Creagan Excavating, Inc. receiving \$110,000.

**PROMISE TO PAY:** Creagan Excavating, Inc. and Dave Creagan, personally ("**Borrower**") jointly and severally promise to pay to Louie Gadini ("**Lender**"), or order, in lawful money or the United States of America, the principal amount of **\$110,000** or so much as may be outstanding, together with interest and loan costs incurred to Louie. Interest shall be calculated from the date of each advance until repayment of each advance.

**PAYMENT.** Borrower will pay this loan in two payments of all outstanding principal plus all accrued unpaid interest. The first payment will be due November 15, 2009 (\$75,000) and December 15, 2009 (\$35,000 plus fees and interest. The annual interest rate for this Note is computed on a monthly basis; that is, by applying the ratio of the annual interest rate over a year of 12 months, multiplied by the outstanding principle balance plus unpaid interest. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST RATE.** The interest rate to be applied to the unpaid principle balance plus unpaid interest of this Note will be at a rate of **10%** per annum.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, Lender, as its option after 2 months, may increase the interest rate on this Note to **12%**.

**DEFAULT.** Each of the following shall constitute an event of default ("**Event of Default**") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished by Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Death or Insolvency.** The death of any Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with the Lender. However, this Event of Default shall not constitute a forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

**Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**GOVERNING LAW.** This Note will be governed by, construed and enforced in accordance with federal law and the laws of the State of Washington. This Note had been accepted by Lender in the State of Washington.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Cowlitz County, State of Washington.  
**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall insure to the benefit of Lender and its successors and assigns.

**PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTEM, INCLUDING THE INTEREST RATE. BORROWER AGREES TO THE TERMS OF THE NOTE.**

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.**

BORROWER: Creagan Excavating, Inc.      DATE:

X *David Creagan Pres.*      x *9/25/09*

BORROWER: David Creagan, in his personal capacity

X *David Creagan*      x *9/25/09*

LENDER: *Prime GL*      DATE: *9/25/09*  
X \_\_\_\_\_



ZTAX9309

MR

**COWLITZ BANK BAY BANK**

85-04749

A DIVISION OF COWLITZ BANK  
P.O. BOX 1518  
LONGVIEW, WA 98832  
TOLL FREE: 800-340-8865  
TELEBANK: 800-811-3166

98-758/1233

REMITTER

LOUIS GADINI

DATE 9-29-09

PAY TO THE  
ORDER OF

**\*\*\*CREAGAN EXCAVATING\*\*\***

\$ **\*\*\*100,000.00\*\*\***

COWLITZ BANK 100,000.00 DOLLARS

**CASHIER'S CHECK**

RUB RED IMAGE  
FACES WITH HEAT

*[Signature]*  
AUTHORIZED SIGNATURE

\*CHECK VOID 180 DAYS AFTER ISSUE DATE

⑈8504749⑈ ⑆123307583⑆ 01 04338 9⑈

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

*loan*

SHORT TERM  
LOAN to  
Louie Gadini

Unofficial Copy