

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Albert F. Schlotfeldt (sjs)  
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900 Washington Street Suite 1020  
PO Box 570  
Vancouver, WA 98666-0570

**REAL ESTATE EXCISE TAX**

29135

JUL 14 2011

PAID exempt  
Vickie Chelland, Deputy  
SKAMANIA COUNTY TREASURER

Grantors	:	Sauer, Gerald T.; Sauer, Mary P.
Grantees	:	Cartier, Steven; Cartier, Deanna
Abbreviated Legal	:	Lot 2, Pine Nut S/P #2005160081 – full legal on Page 2
Assessor's Tax Parcel #	:	07-06-23-4-0-0102-00 <u>160</u>
Other Reference Nos.	:	2006164171; 2011177930 Prior Excise Tax Receipt No. 26538

Skamania County Assessor  
Date 7-14-11 Parcel# 7-6-23-4-102

**DECLARATION OF FORFEITURE**

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30

134196  
To: Steven Cartier & Deanna Cartier, husband and wife

1. Identity of Sellers and Sellers' agent. The names, address and telephone numbers of Sellers and, if any, the Sellers' agent or attorney are as follows:

<u>Seller</u>	<u>Attorney for Seller</u>
Gerald T. Sauer and Mary P. Sauer, husband and wife 26300 NE 16 <sup>th</sup> Street Camas, WA 98607 Telephone: 360-834-6119	Albert F. Schlotfeldt Duggan Schlotfeldt & Welch PLLC 900 Washington Street, Ste. 1020 Vancouver, WA 98660 Telephone: (360) 699-1201 Fax: (360) 693-2911 Email: aschlotfeldt@dsw-law.com

2. Description of Contract. Real Estate Contract dated December 15, 2006, executed by Gerald T. Sauer & Mary P. Sauer, husband and wife, as Seller, and Steven Cartier & Deanna Cartier, husband and wife, as Purchaser, which Contract was recorded under Auditor's File No. 2006164171 on December 15, 2006, records of Skamania County, Washington.

3. Legal Description of Property.

A tract of land in Sections 23 & 24, township 7 North, Range 6 East of the Willamette Meridian,

in the County of Skamania, State of Washington described as follows:

Lot 2 of the Pine Nut Short Plat recorded in Auditor File No. 2005160081,  
Skamania County Records.

Being Skamania County Tax Parcel No. 07-06-23-4-0-0102-00. Said property is vacant land,  
with no site address.

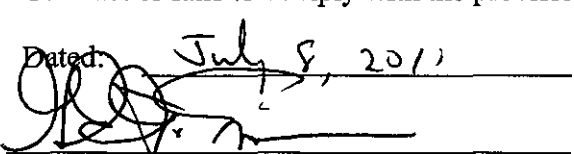
4. Forfeiture. Sellers recorded with the Skamania County Auditor a Notice of Intent to Forfeit dated March 17, 2011, recorded March 23, 2011, under Auditor's File No. 2011177930, records of Skamania County, Washington. Said Notice of Intent to Forfeit provided that Purchaser's failure to cure all of the defaults set forth therein on or before 5:00 p.m. on Thursday, June 30, 2011, would result in the forfeiture of the Contract. The Purchaser having failed to cure, the Contract described above is forfeited, all of the Purchaser's rights under the Contract are cancelled, and all right, title and interest in the property of the Purchaser, and of all the persons claiming an interest in all or any portion of the property through the Purchaser or which is otherwise subordinate to the Sellers' interest in the property, are terminated.

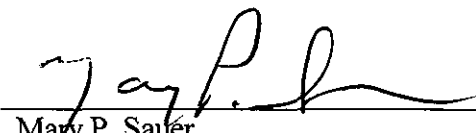
5. Surrender of Possession. All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property (including improvements, unharvested crops and timber) are required to surrender such possession to the Sellers no later than July 31, 2011, which is at least 10 days after this Declaration of Forfeiture was recorded. Failure by the person in possession to surrender possession in a timely manner shall result in that person being liable to the undersigned for actual damages caused by such failure and for reasonable attorney fees and costs.

6. Compliance With Statutory Procedure. The Contract forfeiture was conducted in compliance with all requirements of RCW Chapter 61.30 in all material respects and the applicable provisions of the Contract described above.

7. Action to Set Aside. The Purchaser and any person claiming any interest in the Purchaser's rights under the Contract or in the property who were given the Notice of Intent to Forfeit and the Declaration of Forfeiture have the right to commence a court action to set aside the forfeiture by filing and serving the Summons and Complaint within *sixty (60) days* after the date the Declaration of Forfeiture is recorded if the Sellers did not have the right to forfeit the Contract or fails to comply with the provisions of RCW Chapter 61.30 in any material respect.

Dated: July 8, 2011

  
Gerald T. Sauer

  
Mary P. Sauer

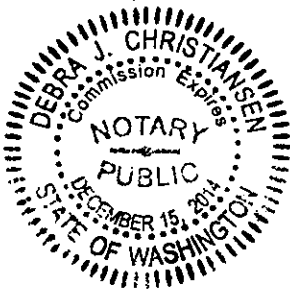
STATE OF WASHINGTON )

County of Clark )

I certify that I know or have satisfactory evidence that Gerald T. Sauer is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 8, 2011Debra J. Christensen

NOTARY PUBLIC FOR WASHINGTON

My Appointment Expires: 12/15/2014

STATE OF WASHINGTON )

County of Clark )

I certify that I know or have satisfactory evidence that Mary P. Sauer is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 8, 2011Debra J. Christensen

NOTARY PUBLIC FOR WASHINGTON

My Appointment Expires: 12/15/2014