

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Lovinger Kaufmann LLP
c/o Jeffrey Lovinger
825 NE Multnomah St., Suite 925
Portland, OR 97232

REAL ESTATE EXCISE TAX

30267
SEP -3, 2013

PAID Exempt
Jeffrey Lovinger Deputy
SKAMANIA COUNTY TREASURER

Grantor:	Allison B. Ehle
Grantee:	PacifiCorp
Abbreviated Legal:	2 Lakeside Drive, Northwestern Lake Cabin #12, White Salmon, WA
Assessor's Tax Parcel #:	43100200041200
Other Reference Nos.:	Prior Excise Tax No.

QUIT CLAIM DEED

THE GRANTOR Allison B. Ehle, for settlement of disputed claims in Skamania County, Case Number 12-2001555 conveys and quit claims to Grantee Pacific Corp, the following described property situated in the County of Skamania, State of Washington, including any interest therein that Grantor may hereafter acquire:

All improvements, including the cabin, located on the following described real property located in said Skamania County, State of Washington:

Cabin Site No. 12, Northwestern Lake, White Salmon, Washington, located at 2 Creekside Place, White Salmon, Washington, Skamania County Personal Property Tax Parcel No. 43-10-0200-0412-00.

Allison B. Ehle

Grantor, Allison B. Ehle

Dated: 8/16/13

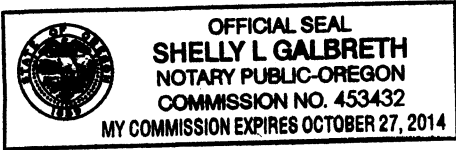
Skamania County Assessor
Date 9-3-13 Parcel # 43-10-02-412
DW

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 16 day of August, 2013, personally appeared before me , to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Shelly L. Galbreth

NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/27/2014



SKAMANIA COUNTY
ORIGINAL FILED

MAY 30 2013

SHARON K. VANCE, CLERK

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF SKAMANIA

PACIFICORP,

Plaintiff,

v.

MATTHEW J. LOW,

and

ALLISON EHLE

and

ELLEN TASSINARI

and

JOHN DOE and/or JANE DOE (all
other occupants of 2 Lakeshore Drive,
Cabin #12, White Salmon, WA 98672)

Defendants.

No. 12 2 00155 5

SUPPLEMENTAL FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
PARTIAL JUDGMENT

JUDGMENT SUMMARY

Judgment Creditor:	PacifiCorp
Judgment Debtors:	Matthew J. Low
Principal Judgment Amount:	\$4,035.60
Additional Damages:	To be determined
Attorney for Judgment Creditor:	Lovinger Kaufmann LLP
Principal Judgment Shall Bear Interest at 12% Per Annum	

1 THIS MATTER came before the court on Plaintiff PacifiCorp's Motion for
2 Issuance of Supplemental Findings of Fact, Conclusions of Law, and Partial Judgment and
3 Declaration In Support. Based on the court's Findings of Fact, Conclusions of Law and
4 Partial Judgment entered January 3, 2013, and based on the evidence, affidavits, and
5 pleadings, and being fully advised, now makes the following:

6 **FINDINGS OF FACT**

7 This action is for unlawful detainer of, and a Writ of Restitution for, the premises
8 described in the complaint, and for disposition of personal property left on the premises
9 without leave or right.

10 1. Plaintiff leased a portion of land (the "Premises" or "Cabin Site 12") to
11 Defendant Matthew J. Low and Defendant Allison Ehle under the terms of that certain
12 *Cabin Site Lease* executed by Plaintiff on July 6, 2010 and by Defendants Low and Ehle
13 on June 21, 2010 (the "Lease"). Under the Lease, Defendants Low and Ehle were
14 authorized to maintain a recreational cabin (the "cabin" or "Cabin 12") on the Premises.
15 On November 2, 2012, Defendants Low and Ehle were served with a thirty-day notice to
16 pay outstanding rent and to cure other defaults under the Lease. Defendants Low and
17 Ehle did not timely pay or cure.

18 2. On November 30, 2012, Defendant Low was arrested for growing
19 marijuana on the Premises.

20 3. On December 6, 2012, Defendants Low and Ehle were served with a
21 three-day notice to quit the premises based on illegal activity. Defendants Low and Ehle
22 did not timely quit the premises.

23 4. The December 6, 2012, three-day notice to quit was alternatively based on

1 Defendants' thirty-day failure to pay rent and/or Defendant's thirty-day failure to cure
2 other defaults under the lease.

3 5. On December 20, 2012, Plaintiff filed an unlawful detainer complaint and
4 summons with the court in the above captioned matter against Defendant Low and
5 Defendant John and/or Jane Doe and Plaintiff moved the court for an order to show
6 cause. On December 20, 2012, the court issued an order to show cause and set a show
7 cause hearing for 1:30PM on January 3, 2013.

8 6. On December 27, 2012, Defendant Low was served by the Skamania
9 County Sheriff's Office with a Summons and Complaint for Unlawful Detainer and with
10 the order to show cause why a writ of restitution should not issue in this case. A copy of
11 the Sheriff's Office's return of service has been filed in this proceeding.

12 7. On January 3, 2013, the court held a show cause hearing in which Plaintiff
13 and Defendant Low participated. At the conclusion of the hearing, the court entered
14 findings of fact, conclusions of law, and a partial judgment. The court held that the Lease
15 was terminated, that Defendant Low was in unlawful detainer, that a Writ of Restitution
16 should issue, that Defendant Low owed certain monetary damages to Plaintiff, and that
17 Plaintiff should have leave to file a motion for additional damages or supplemental
18 judgment after Plaintiff obtained possession of the Premises and could determine if there
19 were any further damages.

20 8. The monetary damages awarded by the court in its January 3, 2013 partial
21 judgment were: (a) \$2,093.70 in unpaid rent for 2012; (b) \$128.50 (\$12.85 per day in rent
22 for the period from January 1, 2013, until January 10, 2013, when Plaintiff regained
23 possession of the Premises); (c) \$1,400.00 in attorney fees; and (d) \$431.50 in costs for a

1 total partial judgment of \$4,053.70.

2 9. Defendant Low vacated the Premises and Plaintiff regained possession of
3 the Premises on January 10, 2013.

4 10. Plaintiff's inspection of the Premises indicated that Defendant Low and/or
5 his co-lessee Defendant Ehle had excavated, without Plaintiff's knowledge or consent, an
6 extensive hole or "basement" below Cabin 12. Inspection of the Premises also revealed
7 that Defendant Low and/or Defendant Ehle had left a large number of items of personal
8 property on the Premises including without limitation: a kayak, a freestanding deck, a
9 bike, chairs, pallets, wood debris, tarps, a wheel cabinet, a storage rack, floats, tires,
10 boxes, lumber, a pontoon boat, bed springs, buckets, pipe, and sheets of glass or
11 plexiglass. Defendants Low and Ehle also left their cabin, on the Premises.

12 11. After the court entered partial judgment on January 3, 2013, Defendant
13 Low provided Plaintiff with documents indicating that he and Defendant Ehle co-owned
14 as personal property the cabin located on the Premises and that the individual who sold
15 them the cabin—Defendant Ellen Tassinari—claimed a security interest in the cabin.

16 12. Defendants all had notice of the terms of the Lease providing that upon
17 termination of the Lease, Defendants Low and Ehle would have 120 days to remove the
18 cabin from the Premises or sell the cabin to a new owner who is acceptable to Plaintiff as
19 a new lessee of the Premises. Defendants also all had notice that under the terms of the
20 Lease, failure by Defendants Low and Ehle to so remove or sell the cabin within such
21 120-day period would result in the cabin becoming forfeit to Plaintiff to remove, use, or
22 dispose of as Plaintiff sees fit and that Defendants Low and Ehle would be responsible
23 for the cost to dispose of the cabin and the cost to restore the Premises.

13. Plaintiff moved for leave to file an amended complaint on March 7, 2013, and the court granted that motion the same day. Plaintiff filed its amended complaint on March 7, 2013. The amended complaint adds Defendant Ehle and Defendant Tassinari to this proceeding and asks for additional relief regarding disposition of the cabin.

14. Defendants are neither infants, nor incompetent, nor in military service.

15. Venue for this action is in Skamania County, Washington.

16. Plaintiff has incurred an additional \$4,035.60 in actual, reasonable costs to have its contractor, J.R. Merit, remove and dispose of personal property abandoned on the Premises by Defendant Low. Defendant Low should be joint and severally liable for an additional \$4,035.60 in damages to address this cost.

18. Defendant Tassinari will have failed to dispose of the cabin as collateral within a commercially reasonable period of time under Article 9 of the Uniform Commercial Code (RCW Chapter 62A.9A) unless Defendant Tassinari disposes of the cabin by April 5, 2013.

19. Defendant Tassanari's description of collateral in the security agreement failed to satisfy the minimum requirements for attaching a security interest to collateral under RCW 62A.9A-203(b)(3).

From the foregoing Findings of Fact, the court makes the following:

CONCLUSIONS OF LAW

1. Supplemental judgment should be entered in favor of Plaintiff and against Defendants Low for the cost to remove and dispose of abandoned personal property as set forth in the Judgment Summary above.

2. Judgment should be entered in favor of Plaintiff and against Defendants

1 holding that Defendants have until April 5, 2013 to either remove the cabin from the
2 premises or sell the cabin to a new owner who is acceptable to Plaintiff as a new lessee
3 of the Premises.

4 3. Judgment should be entered in favor of Plaintiff and against Defendants
5 holding that failure by the Defendants to remove or sell the cabin by April 5, 2013 shall
6 result in the cabin being deemed abandoned and forfeit to Plaintiff to remove or
7 otherwise use or dispose of as Plaintiff sees fit, and that upon such abandonment and
8 forfeiture of the cabin to Plaintiff, Defendant Tassinari's purported security interest in
9 the cabin shall be null and void and shall not be enforceable against Plaintiff or any of its
10 successors in interest to the cabin.

11 4. Judgment should be entered in favor of Plaintiff and against Defendant
12 Tassinari holding that Defendant Tassinari's security agreement failed to adequately
13 describe the collateral and therefore has not created a valid and enforceable security
14 interest in the cabin as against Plaintiff or any of its successors in interest to the cabin.

15 5. Plaintiff cannot now determine the cost to remove or otherwise dispose of
16 the cabin if such becomes necessary following abandonment and forfeiture of the cabin
17 by Defendants. Plaintiff may move for additional damages and supplemental judgment
18 as may be necessary to recover Plaintiff's reasonable cost to remove or otherwise
19 dispose of the cabin and any related improvements and to restore the Premises, including
20 without limitation the cost to fill, repair, or otherwise remediate the unauthorized hole or
21 "basement" that Defendant Low and/or Defendant Ehle excavated under the cabin
22 during their tenancy.
23

JUDGMENT

The court having made and entered its Findings of Fact and Conclusions of Law,
 NOW, THEREFORE IT IS HEREBY ORDERED, ADJUGED AND DECREED as
 follows:

1. There is no substantial issue of material fact of the right of Plaintiff to be
 granted the relief as prayed for in the complaint and provided for by statute.

2. Plaintiff is awarded judgment against Defendant Low as set forth in the
 Judgment Summary above. These sums shall accrue interest at twelve percent (12%) per
 annum until paid. This award of damages is in addition to the damages awarded by the
 court on January 3, 2013.

5. Defendants have until April 5, 2013 to either remove the cabin from the
 premises or sell the cabin to a new owner who is acceptable to Plaintiff as a new lessee of
 the Premises. Failure by the Defendants to remove or sell the cabin by April 5, 2013 shall
 result in the cabin being deemed abandoned and forfeit to Plaintiff to remove or otherwise
 use or dispose of as Plaintiff sees fit, and that upon such abandonment and forfeiture of the
 cabin to Plaintiff, Defendant Tassinari's purported security interest in the cabin shall be null
 and void and shall not be enforceable against Plaintiff or any of its successors in interest to
 the cabin. As of May 30, 2013, Defendants have failed to remove the cabin from the
 Premises or sell the cabin to a new owner who is acceptable to Plaintiff as a new lessee of
 the Premises. As a result, it is hereby ordered and adjudged that the Defendants have all
 abandoned their respective interests in the cabin and that the cabin is forfeited to PacifiCorp
 to remove and dispose of or to otherwise maintain, use, or sell as PacifiCorp shall in its sole
 discretion see fit. Defendant Tassinari's purported security interest in the cabin is hereby

1 declared null and void. No defendant in this matter shall have any further right, title, lien or
2 claim of any kind to the cabin.

3 6. Defendant Tassinari's has not created a valid and enforceable security
4 interest in the cabin as against Plaintiff or any of its successors in interest to the cabin.

5 7. Plaintiff may by motion to the court seek such additional damages as
6 Plaintiff reasonable incurs to remove or otherwise dispose of the cabin and any related
7 improvements and to restore the Premises. The court will issue additional findings of fact
8 and conclusions of law and a supplemental judgment based on such a motion. Plaintiff may
9 by motion also seek a supplemental judgment for damages against Defendant Ehle in the
10 event the pending settlement between Plaintiff and Defendant Ehle is not finalized.

11 DONE this __ day of _____ 2013.

12 /S/ BRIAN ALTMAN

13 _____
14 Judge

15 Presented by:

16 LOVINGER KAUFMANN LLP

17 _____
18 Jeffrey S. Lovinger, OSB No. 960147
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