


WHEN RECORDED RETURN TO:
Andreas A. Anderson
51 Daniel Road
Washougal WA 98671


DOCUMENT TITLE(S)	
Bill of Sale	
REFERENCE NUMBER(S) of Documents assigned or released:	
REAL ESTATE EXCISE TAX	
<input type="checkbox"/> Additional numbers on page _____ of document.	30325
GRANTOR(S):	OCT 15, 2013
Janet Johnson	PAID \$884.75
<input type="checkbox"/> Additional names on page _____ of document.	<i>Andrew Johnson Deputy</i>
GRANTEE(S):	SKAMANIA COUNTY TREASURER
Andreas A. Anderson	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):	
Sec. 31, T. 5 N., R. 7 E., W. 1 M Cabin # 21 (1/2 share)	
<input type="checkbox"/> Complete legal on page _____ of document.	
TAX PARCEL NUMBER(S):	
96001021000000 <i>(initials)</i>	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

BILL OF SALE

Know All Men By These Presents, that Janet Johnson, the Party of the First Part, for and in consideration of the sum of \$57,500 to her paid by Andreas Anderson, the party of the Second Part, receipt of which is hereby acknowledged, do by these presents bargain, sell, convey and deliver unto the said Party of the Second Part, his executors, administrators and assigns a half share of the following described personal property, to wit:

That certain cabin and wood/tool shed located on Lot Twenty-One (21) of the Government Mineral Spring Summer Home tract (a plat on file in the office of the Forest Supervisor) in the Gifford Pinchot National Forest in the State of Washington. Section 31, T.5N,R.7E,W.M. Skamania County, Washington. 96001 02 1000000 

TOGETHER with all household furniture, tools, and equipment now located in said cabin and tool/wood shed; and having all rights to the Forest Service Lease.

Skamania County Assessor
Date 10-15-13 Parcel 96001021 

TO HAVE AND TO HOLD unto the said Party of the Second Part, his executors, administrators and assigns forever

AND THE PARTY of the First Part do hereby covenant with the Party of the Second Part that she is the lawful owner of said property, and the same is free from all encumbrances.

THE PARTY OF THE SECOND PART by accepting the BILL OF SALE agrees that he will comply with the provisions of the Special Use Permit after the time of the Party of the Second Part takes possession of his half share.

IN WITNESS WHEREOF, the Party of the First Part has set his hands and seals this 15th day of October 2013

Janet D. Johnson (Seal)
_____(Seal)

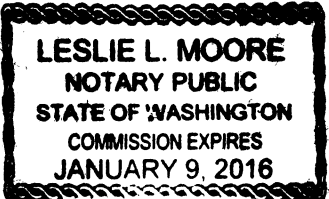
STATE OF WASHINGTON
COUNTY OF SKAMANIA

BE IT REMEMBERED, that on this 15th day of October, 2013, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named, Andreas Anderson, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same, freely and voluntarily.

Leslie L Moore

Notary Public of Washington

My commission expires 1-9-2016



4/1/2011

Co-tenancy Agreement for Cabin #21

Preamble

The desires of the cabin owners are to:

- ❖ Maintain the cabin as an historic property
 - ❖ Manage for minimal environmental impact
 - ❖ Comply with Government Mineral Springs Cabin Association and Forest Service policies regarding the lease
 - ❖ Comply with local and state regulations, permits and taxes
 - ❖ Foster a sense of community and cooperation
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PARTIES TO THIS AGREEMENT: Rand Schenck, Andreas Anderson

PROPERTY: Rand Schenck purchased Cabin #21 in January, 2000 and its contents at Government Mineral Springs, Skamania County, Washington ("the cabin" or "the property"). Andreas Anderson purchased half of the cabin in October, 2013

The Parties agree as follows:

1. Ownership: The Parties have purchased the property as tenants-in-common with each Party having an undivided half interest. The Parties shall share all ownership benefits and burdens of the property and all improvements to the property including all fixtures and commonly acquired personal property.
2. Nature of Association: The Parties are joint owners and joint users but not partners and nothing contained in this agreement shall be construed as creating a general partnership to authorize any Party to act as agent for any other Party except as stated herein.
 - 2.1 Each Party shall defend, indemnify, and hold the other Parties harmless from any claim, loss or liability arising out of or in any way connected with its use and possession or its conduct with respect to the property or by any use of the property by that Party's guests. No Party shall be liable to any other Party for any claim arising out of the Property that is covered by insurance carried by the Parties.
 - 2.2 The Parties shall insure the property and its contents for a minimum of its replacement value and shall carry liability insurance.
3. Cabin expenses: Rand Schenck as the original owner will pay for all annual cost related to lease from Forest Service, Insurance, Skamania County Property Tax, Washington State Excise Tax and Propane. Andreas will reimburse Rand Schenck for half of those

costs annually. All other costs related to cabin improvements and cabin supplies must be agreed to in advance and then should be shared equally.

4. **Forest Service Permit:** The U.S. Forest Service Recreational Special Use Permit is in Rand Schenck's name, but Rand Schenck assumes no additional liability, responsibility or rights. The Parties agree to understand and comply with all requirements of the Permit. If the actions of one Party result in conflict with the Forest Service, the Party responsible for creating the conflict shall be work with the Forest Service to resolve the problem. The Parties will cooperate in obtaining any extension or renewal of the Permit as necessary.
5. **Usage:** Each Party shall be entitled to equal use of the Property by the Parties, members of their families, and their friends. No other use of the Property is allowed without the permission of the other Parties. If a Party allows use of the Property during that Party's use period by their families and friends, that Party is responsible for that usage. If the Property is used by anyone other than the Parties, their immediate families and their friends without the presence of a Party, the Party allowing such usage shall obtain prior agreement by the other Parties.
 - 5.1 Any Party may allow non-Parties to use the Property without the presence of that Party, with or without compensation, for up to two weeks at a time, providing that the Party shall remain responsible for the Property and any resulting damage.
 - 5.2 Rules of use, care, cleanup and management will be developed and approved by the Parties.
 - 5.3 The Parties shall not commit or suffer any waste of the Property and shall maintain it in good condition and repair. All Parties and their guests shall refrain from use that would be illegal or not in compliance with the rules and accepted practices of the Government Mineral Springs Cabin Association.
6. **Waiver of Right to Partition:** So long as the Property is used or is useful as a recreational property, the Parties waive their right to partition, whether by partition in kind or sale and division of the proceeds, and agree that they will not resort to any action in law or equity to partition and further waive the benefits of all laws that may now or hereafter authorize such partition. It is agreed that this covenant shall be deemed to run with the land.
7. **Determination of the Value of a Party's Share:** If it is necessary to determine the value of a Party's share, that Party shall first notify the other Parties in writing of its opinion of the share value. If the Parties do not agree on this or some other share value, that Party shall at his/her own expense obtain a valuation from a licensed real estate professional or a licensed appraiser. If the remaining Parties or a majority of them are not satisfied with that valuation, they may at their own expense obtain a second valuation from a licensed real estate professional or a licensed appraiser. If the two valuations vary by less than ten percent (10%), the average of them shall be used as the sale price. If the two valuations vary by more than ten percent (10%), the two valuation experts shall select a

third valuation expert to review the existing two valuations. The value reached by the third expert shall then be the valuation of the Party's share.

8. Restrictions on Transfers: Except as allowed by Paragraph 11, no Party, without the consent of all other Parties, shall: (a) sell, assign, mortgage, grant a security interest in or pledge his or her interest in the Property; (b) borrow or lend any money on behalf of the Property or grant any security interest, mortgage or encumbrance against the Property or any interest therein; (c) assign, pledge, transfer or compromise or release any claim of the co-tenants except with the written consent of the other Parties; (d) use any name, credit or Property of the co-tenancy for any purpose other than the purpose of the co-tenancy; (e) do any act detrimental to the co-tenancy purpose or that would make it impossible to carry on that purpose; (f) allow any lien, whether voluntary or involuntary, to attach to the Property or any interest therein, without the prior written consent of the other Parties.
9. Transfers: No party shall sell, encumber or otherwise dispose of all or part of his or her interest in the Property as except as follows:
 - 9.1 If a Party should desire to dispose of its interest, that Party shall first offer in writing to sell the interest to the other Parties at the price determined according to the provisions of Paragraph 9, less ten percent (10%). The remaining Parties shall have a period of sixty (60) days in which to elect or not to elect to purchase said interest, and if they elect to purchase, they shall communicate their desire to the selling Party within the sixty (60) day period and the sale shall be completed within ninety (90) days after the communication of the election to purchase.
 - 9.2 The purchase shall be consummated within ninety (90) days for cash, or at the option of the selling Party, in installments over a period of time with interest. From and after the date of payment to selling Party, whether cash for said purchase or first installment payment, the selling Party shall not participate further in the co-tenancy.
 - 9.3 In the event the remaining Parties do not elect to purchase, the selling Party shall be at liberty to sell its interest to any other person acceptable to the remaining Parties, except however, such sale shall be for the same or a greater price and on terms no more favorable than that for which the Share was offered to the remaining Parties. If said price is in fact reduced or if terms are made more favorable to the potential buyer, then the Share shall again be offered to the remaining Parties, and they shall have the same period in which to consider purchasing at such reduced price.
 - 9.4 Each of the purchasing Parties shall have the right to purchase such portion of the interest as its own interest in the Property shall bear to the total interest in the Property, excluding the interest of the selling Party; provided, however, that if any such other Party does not wish to purchase its full proportionate Share of the interest being sold, then the balance may be purchased by the other Parties equally. If as a result of such purchase, Parties own shares

unequally, the voting rights, Property usage and liabilities of the Parties shall also be proportionate unequal.

- 9.5 Upon the death of a Party member, the interest of the deceased member shall pass those identified in the Parties will. Upon the death of a Party, the other Party may purchase and the personal representative of the estate of the Party member who is the surviving member of said Party, must sell such interest in the Property for a price as determined by the procedure described in paragraph 9. Payment of the total purchase price as determined above shall be made with respect to the purchase of the interest in the Property at such times in such amounts as are mutually acceptable to the Parties and said personal representative, or if mutually acceptable times and amounts are not reached, then in four (4) equal annual installments, the first such payment to be made within six (6) months from the date of death of a Party including interest on the unpaid balance at the rate of nine percent (9%) per annum. In the event that the Party does not wish to purchase the interest of a deceased Party, then the personal representative of the deceased Party's estate may sell the interest as provided in paragraph 11 herein.
- 9.6 Any transfer of ownership interest in the Property shall be subject to the transferee's agreement to be bound by the terms of this Agreement. Upon a transfer, the transferee shall become a Party to this Agreement as an owner and shall subscribe his or her signature to this Agreement to a knowledge his or her prior agreement to be bound by its terms.
10. The Agreement shall continue so long as any of the named Parties continues to have any interest in the property and shall then terminate. During such term, this agreement shall bind and inure to the benefit of the named Parties and their respective personal representatives, heirs and assigns.
11. By agreement of all Parties, this Agreement can be amended.
12. Conflict Resolution: In the event of any litigation to enforce this agreement, the Parties will first seek mediation in Multnomah County, Oregon. If mediation does not resolve the dispute, the Parties agree to binding arbitration in Multnomah County, Oregon, using a single arbitrator to be agreed upon or, if necessary, appointed by the Court of Multnomah County. The costs of each mediator or arbitrator shall be borne equally by the Parties unless the mediator or arbitrator decides otherwise.
13. Law Applicable: This agreement shall be governed by the laws of the State of Washington, where the Property is located.
14. This Agreement shall not be recorded, but the Parties shall execute and record an appropriate memorandum hereof.
15. The Parties agree to request renewal of the U.S. Government Special Use Permit when it expires, and at subsequent expiration dates thereafter.

16. In the event the Parties elect to add an additional party to the group, they will determine an equitable price for a 33% interest in the Property and offer it to prospective parties as mutually agreed. When a party has been selected, that party will pay each of the existing Parties $1/2^{\text{th}}$ of the agreed upon compensation in cash, or other agreed upon terms, and from that time forward the co-tenancy shall be 33% percent owners and all terms referring to 33% co-tenancy shall be changed to 33 percent co-tenancy.

Dated this 12th day of October, 2013

Rand Schenck
Rand Schenck

Andreas Anderson
Andreas Anderson

Unofficial
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