

**WHEN RECORDED RETURN TO:**

Charles Duck  
NWOFS  
PO Box 1985  
Lake Oswego, OR 97035

CCT 00150605 TB

**DOCUMENT TITLE(S):**

Assignment of Option Right to Buy Lot 2 \*\*Document being signed in counterparts\*\*

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

2013001233

**GRANTOR:**

1. Proteus Pension Plan & Trust
2. Jerry Cates

**GRANTEE:**

1. Daniel L. Huntington
2. Katherine M. Huntington

**TRUSTEE:**

**ABBREVIATED LEGAL DESCRIPTION:**

Lot(s) 2, of CLIFF SIDE SHORT PLAT

Full Legal Description located on Page 5

**TAX PARCEL NUMBER(S):**

Ptn of 02 05 34 0 0 0605 00, 02 05 34 0 0 0606 00

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

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Signature

indexltr

LPB-01-05


### Assignment of Option Right to Buy Lot 2

Jerry Ray Cates ("Assignor") is the Optionee and David M. Rorvik, Trustee of Proteus Pension Plan & Trust ("Optionor") is the Optionor under that certain Option Agreement dated November 1, 2012, and the Option Agreement has been amended by that certain Amendment One to Option Agreement dated September 3, 2013 and Amendment Two to Option Agreement dated June 9, 2014 (the original Option Agreement, along with the first and second amendments, will be collectively referred to as the "Option"). Under the Option, Assignor has the right to exercise his option to purchase Lot 2 (as described in the Option) ("Lot 2"). The lot line between Lot 1 and Lot 2 has recently been changed by a boundary line adjustment, to which Optionor has consented. Assignor desires to sell his option to purchase Lot 2 to Daniel L. Huntington and Katherine M. Huntington, Husband and Wife (collectively "Assignee").

Assignor and Assignee agree as follows:

1. For and in consideration of the payment of Sixty Eight Thousand Dollars (\$68,000) ("Assignment Consideration"), Assignor hereby assigns all of his right, title and interest in and to the option contract right to purchase Lot 2 to Assignee. The Assignment Consideration is due upon the closing of the purchase of Lot 2 by Assignee from Optionor.
2. Assignor represents to Assignee that Assignor's right to purchase Lot 2 under the Option is valid, enforceable and in good standing.
3. Assignee represents to Assignor that it is aware of the recent boundary line adjustment involving Lot 2 and understands the boundary lines of Lot 2 as currently configured.
4. Assignee intends to immediately exercise the option to purchase Lot 2 under the Option and open escrow at Clark County Title to coordinate the purchase. Assignor agrees that he will pay all reasonable closing costs in connection with the purchase of Lot 2 under the Option (whether attributable to Assignee or Optionor), including without limitation the escrow agent fee, the title insurance premium for a buyer's standard owner's policy of title insurance, Washington excise tax, recording fees, prorated real property taxes to the date of closing, tax certificates and related expenses of closing ("Closing Costs"). The Closing Costs will be subtracted from the Assignment Consideration. Assignee agrees to instruct escrow agent to distribute to Assignor, directly from escrow at the closing of the purchase of Lot 2, the Assignment Consideration less the Closing Costs.
5. Assignee acknowledges that this assignment relates only to the right to buy Lot 2 under the Option. Assignee does not acquire any right to buy any other lot under the Option.

Dated effective as of the 22nd day of April, 2015.

  
Jerry Ray Cates  
5/4/2015

\_\_\_\_\_  
Daniel L. Huntington

\_\_\_\_\_  
Katherine M. Huntington

Optionor Consent:

Optionor hereby consents to the assignment of the option contract right to purchase Lot 2 from Assignor to Assignee. Optionor confirms that the option to purchase Lot 2 being assigned in this instrument is valid and in good standing as of this date. Nothing in this consent is intended to be a waiver by Optionor of its rights to require consent to assignment under Section 10 of the Option and Optionor retains its right to require consent to any subsequent assignment.

Dated effective as of the 22nd day of April, 2015.

Proteus Pension Plan & Trust

By:  trustee 5/4/15  
David M. Rorvik, Trustee

Dated effective as of the 22nd day of April, 2015.

\_\_\_\_\_  
Jerry Ray Cates

\_\_\_\_\_  
Daniel L. Huntington

\_\_\_\_\_  
Katherine M. Huntington

**Optionor Consent:**

Optionor hereby consents to the assignment of the option contract right to purchase Lot 2 from Assignor to Assignee. Optionor confirms that the option to purchase Lot 2 being assigned in this instrument is valid and in good standing as of this date. Nothing in this consent is intended to be a waiver by Optionor of its rights to require consent to assignment under Section 10 of the Option and Optionor retains its right to require consent to any subsequent assignment.

Dated effective as of the 22nd day of April, 2015.

**Proteus Pension Plan & Trust**

By: \_\_\_\_\_  
David M. Rorvik, Trustee

Title Order No.: 00150605

**EXHIBIT "A"**

**Adjusted Lot 2 of Cliff Side Short Plat recorded under Auditor's File No. 2012181867, described as follows:**

**A tract of land located in the Cliff Side Short Plat, in the Southeast quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.**

**BEGINNING at the Southwest corner of Lot 2, Cliff Side Short Plat, recorded under Auditor's File No. 2012-181867, Skamania County, which is monumented by a yellow plastic cap on a 5/8 inch rebar; thence along the West side of said Lot 2 North 01°12'11" East, a distance of 289.58 feet; thence along the West side of Lot 1 of said Short Plat North 01°12'11" East, a distance of 208.00 feet to a white plastic cap on a 5/8 inch rebar; thence North 80°51'51" East, a distance of 444.94 feet; thence along the East side of said Lot 2 South 01°12'12" West, a distance of 74.71 feet to the Southwest corner of Lot 3 of said Short Plat and a yellow plastic cap on a 5/8 inch rebar; thence along the East edge of said Lot 2 South 01°12'11" West, a distance of 497.36 feet to a yellow plastic cap on a 5/8 inch rebar; thence North 89°29'55" West, a distance of 437.75 feet to the Point of Beginning.**