

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

STEVE C. MORASCH
Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

GRANTOR: CHINIDERE, LLC and ASPEN
DEVELOPMENT, LLC, a Washington limited
liability company

GRANTEE: CHINIDERE, LLC and ASPEN
DEVELOPMENT, LLC, a Washington limited
liability company

ABBREVIATED LEGAL:

ASSESSOR'S TAX PARCEL NOS.: Tax Parcel Nos. 03-75-36-3-0-0500;
03-75-36-3-0-1200;
OTHER REFERENCE NOS.: AFN 2008170088

FIRST AMENDMENT TO SUBDIVISION TRANSFER AGREEMENT

This First Amendment to Subdivision Transfer Agreement ("First Amendment") is made as of this 15th day of August, 2016, by and between Chinidere, LLC ("Chinidere"), and Aspen Development, LLC, a Washington limited liability company, the successor in interest to Regal-A-Land Acquisition and Development, LLC ("Aspen").

RECITALS

A. This First Amendment amends that certain Subdivision Transfer Agreement dated May 30, 2008, by and between Chinidere and Aspen's predecessor in interest, which was recorded on June 2, 2008, at Document No. 2008170079 of the official records of Skamania County;

FIRST AMENDMENT TO SUBDIVISION
TRANSFER AGREEMENT - 1
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 **LANDERHOLM**
805 Broadway Street, Suite 1000
PO Box 1086
Vancouver, WA 98666
T: 360-696-3312 • F: 360-696-2122

B. On or about July 11, 2016, the City of Stevenson Planning Commission approved variance request (VAR2016-01) to remove condition #8 of the preliminary plat approval;

C. The parties' desire to amend the Subdivision Transfer Agreement for consistency with the City of Stevenson decision in VAR2016-01 and to clarify certain provisions of the Subdivision Transfer Agreement with respect to its binding effect on successors in interest, termination and multi-family lots.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties' agreement to amend the terms of the Subdivision Transfer Agreement as follows:

1. Section 2 of the Subdivision Transfer Agreement is deleted and replaced with the following:

"2. Development of Phase IV. Chinidere shall be responsible for satisfying all development requirements for Phase IV (Lot 2 of the Feliz short plat). Chinidere shall be obligated to obtain final plat approval for Phase IV."

2. Section 5 of the First Amendment to Subdivision Transfer Agreement shall be deleted and replaced with the following:

"5. Binding Effect and Third Party Enforcement Rights. This Subdivision Transfer Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors, assigns, heirs, executors, and administrators, for so long as the property (or individual phase) remains unplatted. The rights and responsibilities under this Subdivision Transfer Agreement shall not be binding upon or inure to the benefit of individual lot owners once a plat has been recorded. Further, once all phases of the subdivision have been recorded and Lots 39, 40 and 41 of Phase II have been transferred to Chinidere pursuant to the PSA, this Subdivision Transfer Agreement, and all amendments thereto, shall automatically terminate and thereafter be of no further force and effect."

3. A new Section 9 shall be added to the Subdivision Transfer Agreement as follows:



"9. Multi-Family Lots. The four lots reserved for multi-family construction referred to in Condition 7 of the Preliminary Plat approval shall be in Phases I, II and/or III, as specified by Aspen. To the extent that the City of Stevenson requires further approvals to implement these four multi-family lots, Aspen shall be responsible for obtaining any such approvals. Chinidere will reasonably cooperate in obtaining any such approvals at no cost to Chinidere.

4. Unless otherwise stated in this First Amendment, all capitalized terms used herein shall have the same definition as in the Subdivision Transfer Agreement.

5. To the extent there is a conflict between this First Amendment and the Subdivision Transfer Agreement, the provision of this First Amendment shall control.

6. Except as modified herein, the provisions of the Subdivision Transfer Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date and year first written above.

CHINIDERE, LLC

By: _____
Title: _____

ASPEN DEVELOPMENT, LLC, a
Washington limited liability company

By: KEVIN GREENDAHL
Title: MANAGING MEMBER

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as _____ of CHINIDERE, LLC to be the free and
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 7/29/2016.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she signed this
instrument, on oath stated that he/she was authorized to execute the instrument and
acknowledged it as _____ of ASPEN DEVELOPMENT, LLC to be the
free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 7/29/2016.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
 COUNTY OF SAN FRANCISCO Marin St)

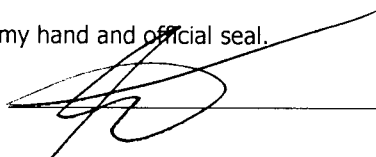
On 8/2/16 before me, S. TAUNTON, Notary Public, personally appeared

Ren Grendahl
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature




This area for official notarial seal.

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER(S) TITLE(S)
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

“9. Multi-Family Lots. The four lots reserved for multi-family construction referred to in Condition 7 of the Preliminary Plat approval shall be in Phases I, II and/or III, as specified by Aspen. To the extent that the City of Stevenson requires further approvals to implement these four multi-family lots, Aspen shall be responsible for obtaining any such approvals. Chinidere will reasonably cooperate in obtaining any such approvals at no cost to Chinidere.

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CHINIDERE, LLC

By: Catherine A. Sawyer
Title: Chinidere LLC, Manager

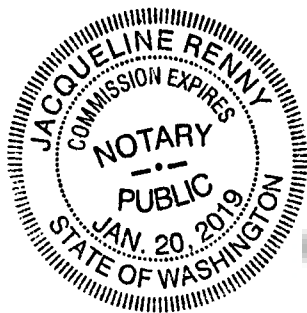
ASPEN DEVELOPMENT, LLC, a
Washington limited liability company

By: _____
Title: _____

STATE OF WASHINGTON)
) ss.
 County of Clark)

I certify that I know or have satisfactory evidence that CATHERINE A. SAWYER is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Manager of CHINIDERE, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 8, 2016.



Jacqueline Renny
 NOTARY PUBLIC in and for the State of
 Washington, residing at Vancouver
 My appointment expires: 1-20-2019

STATE OF WASHINGTON)
) ss.
 County of _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as _____ of ASPEN DEVELOPMENT, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2016.

 NOTARY PUBLIC in and for the State of
 Washington, residing at _____
 My appointment expires: _____