

**EXHIBIT "C"**  
**LEGAL DESCRIPTION FOR ADJUSTED TRACT B, PARCEL NO. 30812**  
**COWLITZ COUNTY, WASHINGTON**

**ADJUSTED TRACT B, PARCEL NO. 30812**

**TRACT B**

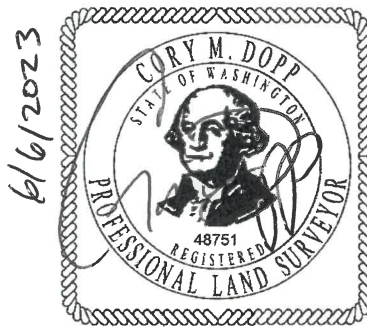
A PORTION OF THAT TRACT OF LAND CONVEYED BY STATUTORY WARRANTY DEED TO TIMBERLAKE CHRISTIAN FELLOWSHIP, DESCRIBED IN EXHIBIT "A" AND RECORDED UNDER AUDITOR'S FILE NO. 3559110, AND A PORTION OF THAT TRACT OF LAND DESCRIBED IN TRACT B OF THAT BOUNDARY LINE AGREEMENT BETWEEN RAYMOND PIEREN, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, AND STATE OF WASHINGTON RECORDED UNDER AUDITOR'S FILE NO. 3597924, RECORDS OF COWLITZ COUNTY, LYING IN THE BENJAMIN HUNTINGTON DONATION LAND CLAIM (DLC) IN SECTION 14, TOWNSHIP 9 NORTH, RANGE 2 WEST, OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND 1-1/2 INCH IRON PIPE AS SHOWN ON RECORD-OF-SURVEY FOR "TAPANI", RECORDED IN BOOK 43 OF SURVEY MAPS, AT PAGE 120-121, RECORDS OF SAID COUNTY, FROM WHICH THE MOST EASTERLY CORNER OF LOT 2 OF SHORT SUBDIVISION NO. CR 95-01, RECORDED IN VOLUME 8 OF SHORT PLATS, AT PAGE 80, RECORDS OF SAID COUNTY, BEARS NORTH 55°00'09" EAST 610.87 FEET; THENCE SOUTH 40°51'53" EAST 84.27 FEET TO A POINT ON THE DIVIDING LINE BETWEEN THE NORTH AND SOUTH HALF OF THE BENJAMIN HUNTINGTON DLC LINE AS SHOWN ON SAID RECORD-OF-SURVEY FOR "TAPANI"; THENCE SOUTH 88°18'14" EAST ALONG SAID DIVIDING LINE 62.38 FEET TO THE **POINT OF BEGINNING**; THENCE LEAVING SAID DIVIDING LINE NORTH 70°18'12" EAST 142.25 FEET TO A 530.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE FROM A TANGENT BEARING OF NORTH 21°54'25" WEST ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°05'44" A DISTANCE OF 139.64 FEET; THENCE NORTH 06°48'41" WEST 181.18 FEET TO A 330.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°46'08" A DISTANCE OF 131.14 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTH 49°20'46" EAST ALONG SAID SOUTHWESTERLY LINE 239.24 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTH 55°00'09" EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, AND THE PROJECTION THEREOF 154.23 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF OLD PACIFIC

HIGHWAY; THENCE SOUTH 60°12'51" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY 318.00 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 52°26'51" EAST 262.01 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN SANTA FE RAILWAY; THENCE SOUTH 27°15'58" EAST ALONG SAID WESTERLY RIGHT-OF-WAY 152.60 FEET TO SAID DIVIDING LINE; THENCE NORTH 88°18'14" WEST ALONG SAID DIVIDING LINE 950.17 FEET TO THE **POINT OF BEGINNING**.

**SUBJECT TO** A NON—EXCLUSIVE ACCESS AND UTILITIES EASEMENT OF 35 FEET WIDTH IS GRANTED THROUGH CASTLE ROCK OUTLOT 298 AND THE REMAINDER OF 299, SAID EASEMENT BEING THE WEST PORTION OF LOT 2 OF SHORT PLAT CR 95-01 IN BOOK 8, PAGE 80.

CONTAINING APPROXIMATELY 6.26 ACRES.



RETURN ADDRESS:

CHRIS ROUBICEK,  
Attorney at Law  
P.O. Box 600  
Castle Rock, WA 98611

3428843

12/20/2010 11:54:07 AM Pages: 2  
Quit Claim Deed CHRIS ROUBICEK 63.00  
Cowlitz County Washington



Received \$ **EXEMPT** excise tax levied  
pursuant to Chap. 11. Laws Ex. 1951  
JUDY AINSLIE  
103128 COWLITZ COUNTY TREAS.  
Date 12/20/10 Deputy

QUIT CLAIM DEED

THE GRANTORS, ROY A. HENSON and LINDA M. HENSON, who took title to Parcel No. 308100100 as LINDA N. HENSON, husband and wife, 1933 Huntington Avenue South, Castle Rock, WA, FOR AND IN CONSIDERATION OF TRANSFER TO LIMITED LIABILITY COMPANY WHOLLY OWNED BY THE GRANTORS, hereby GRANT, CONVEY, and QUIT CLAIM to MIMJ'S RENTALS LLC, a Washington limited liability company, GRANTEE, the following described property located in Cowlitz County, Washington, to wit:

Parcel No. 30591 Abbrev. Legal: 10-9N-2W BLK:CROL LOT:74  
Parcel No. 30800 Abbrev. Legal: 14-9N-2W CROL 287 HUNTINGTON DLC  
Parcel No. 30179 Abbrev. Legal: CASTLE ROCK HGTS 1 LOT 5 BLK 8  
Parcel No. 308100100 Abbrev. Legal: 14 9N 2W, SHORT PLAT CR 08-080 LOT 2

10-9N-2W CROL LOT 74

A tract of land in Section 10, Township 9 North, Range 2 West of the W.M., more particularly described as follows:  
BEGINNING at a point on the Section line between Sections 10 and 15, Township 9 North, Range 2 West of the W.M., 150 feet West of the West line of 3<sup>rd</sup> Street in the Town of Castle Rock, Washington;  
thence West to the East line of the Felix Miller Tract;  
thence in a Northerly direction on a line between Minnie Michener and Felix Miller Tracts, 110 feet;  
thence East to a point 150 feet West of the West Line of 3<sup>rd</sup> Street;  
thence in a Southerly direction to the place of beginning,  
this being the same tract of land conveyed to John B. Miller and Minnie Michener by Warranty Deed dated August 8, 1890, and recorded on the 25<sup>th</sup> day of August, 1890, in Book P of Deeds, Cowlitz County, Washington, pages 458 and 459.  
Also known as Castle Rock Outlet 77.

And

.14-9N-2W CROL 287 HUNTINGTON DLC

That portion of the Benjamin Huntington Donation Land Claim described as follows:

Beginning at the most Southerly corner of the tract of land conveyed by Emma Rein, a widow to Myrtle Ray Lingenfelter, a widow as described in Volume 138 Deed Records of Cowlitz County, Washington at Page 499, Auditor's File No. 87548, which point is on the Easterly right of way line of the Pacific Highway South 53° 58' East 690 feet, more or less from the intersection of the Easterly line of said highway with the East and West centerline of Section 14, Township 9 North, Range 2 West of the Willamette Meridian;  
thence along Lingenfelters line in a Northeasterly direction and at right angles with Pacific Highway right of way line 70 feet;  
thence Southeasterly and at right angles 75 feet;



Return Address:

Timberlake Christian Fellowship  
Attn: John Williams  
4505 236th Ave NE  
Redmond WA 98053-8404

\$0.00  
E 164741  
12/29/2016  
AJ  
Location Code: 0801  
Chicago Title

Vancouver-Title Only

**Washington State Recorder's Cover Sheet**

Document Title: Statutory Warranty Deed 622-82472

Reference No. of Related Documents: N/A

Grantor: THE ROCK CHURCH OF COWLITZ COUNTY, a Washington nonprofit corporation

Grantee: TIMBERLAKE CHRISTIAN FELLOWSHIP, a Washington nonprofit corporation

Abbreviated Legal Description: CROL Lot 299A, Section 14, Township 9 North, Range 2 West, also being a ptn of the Benjamin Huntington DLC

Assessor's Tax Parcel/ Account No.: 308110100

**Statutory Warranty Deed**

Grantor, THE ROCK CHURCH OF COWLITZ COUNTY, a Washington nonprofit corporation, as a gift and for no consideration, TIMBERLAKE CHRISTIAN FELLOWSHIP, a Washington nonprofit corporation, conveys and warrants to Grantee all the described on the attached Exhibit A, attached hereto and incorporated herein, including all after acquired title of the Grantor herein, and subject to the Special Exceptions on the attached Exhibit B.

Dated this 28 day of December, 2016.

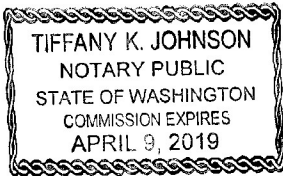
THE ROCK CHURCH OF COWLITZ  
COUNTY

By: [Signature]  
Jared Hughes  
Its: President and Senior Pastor

STATE OF WASHINGTON )  
COUNTY OF Clark ) ss.

On this day personally appeared before me Jared Hughes to me known to be the individual described in and who executed the within and foregoing instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President and Senior Pastor of THE ROCK CHURCH OF COWLITZ COUNTY, to be the free and voluntary act of such party for the uses and the purposes therein mentioned.

Given under my hand and official seal this 28 day of December, 2016.



[Signature]  
Tiffany K. Johnson [Print Name]  
NOTARY PUBLIC in and for the State of  
Washington, residing at: Battle Ground  
My commission expires: 4/9/19

**EXHIBIT A**

**Legal Description**

Parcel I

A tract of land located in the Benjamin Huntington DLC being more particularly described as follows:

Beginning at a point 801.4 feet North and 2009.6 feet West of an iron pipe which marks the corner common to Section 13, 14, 23 and 24, Township 9 North, Range 2 West of the Willamette Meridian, Cowlitz County, Washington; thence North 53° 12' East 472.62 feet along the Northwesterly line of property conveyed to Hornstra under Auditor's File No. 825832; thence North 51° 09' West 482.84 feet; thence South 32° 09' West approximately 413.30 feet to a point that is North 42° 39'30" West of the Point of Beginning; thence South 42° 39'30" East 310 feet more or less to the Point of Beginning.

Parcel II

A non-exclusive access and utilities easement of 35 feet in width is granted through Castle Rock Outlot 298 and the remainder of 299, said easement being the West portion of Lot 2 of Short Plat CR 95-01 in Book 8, Page 80.

Tax Parcel ID No.: 308110100

Commonly known as: 1955 Huntington Ave S  
Castle Rock WA 98611-9693

**EXHIBIT B**

**Special Exceptions**

1. Restrictions contained in deed and obligations to maintain access easement:

Recording Date: December 30, 1994  
Recording No.: 941230003

2. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: February 13, 1995  
Recording No.: Survey Book 14, Page 12  
Matters shown: Fence

3. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Public Utility District No. 1 of Cowlitz County, Washington, a  
municipal corporation  
Purpose: Underground electric line system  
Recording Date: June 24, 2003  
Recording No.: 3189330  
Affects: Said premises

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: City of Castle Rock, a municipal corporation  
Purpose: Utility easement for water line  
Recording Date: June 8, 2004  
Recording No.: 3226047  
Affects: A portion of said premises



**THE ROCK CHURCH OF COWLITZ COUNTY**

**CERTIFICATE OF SECRETARY**

The undersigned certifies that she is the Secretary of The Rock Church of Cowlitz County (the "**Corporation**"), and that, as such, she is authorized to execute and deliver this certificate in the name of, and on behalf of, the Corporation, and further certifies that:

(a) Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Incorporation of the Corporation in effect on and as of the date hereof;

(b) Attached hereto as Exhibit B is a true, correct and complete copy of the Constitution & Bylaws of the Corporation as in effect on and as of the date hereof; and

(c) Attached hereto as Exhibit C is a true, correct and complete copy of a resolution adopted by the board of directors by unanimous consent in lieu of meeting. Such resolution has not been supplemented, amended, modified or rescinded and remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF I have affixed my signature this \_\_\_ day of December, 2016.

THE ROCK CHURCH OF COWLITZ  
COUNTY

By: 

Angela Hughes, Secretary

WHEN RECORDED RETURN TO:

Robin Hammill  
1111 Washington St SE  
PO BOX 47027  
Olympia, WA 98504-7027

3597924  
07/27/2018 03:17:41 PM Pages: 23  
Boundary Line Agreement HAMMILL ROBIN 121.00  
Cowlitz County Washington



Received \$ **EXEMPT** excise tax levied  
pursuant to Chap. 11, Laws Ex. 1951  
**182920** KATHY HANKS  
AFF. NO. COWLITZ COUNTY TREAS.  
Date JUL 27 2018 *[Signature]* Deputy

**BOUNDARY LINE AGREEMENT**  
(Pursuant to RCW 58.04.007)

**Grantors:** Raymond Pieren; The Entrust Group, Inc., FBO Raymond Pieren IRA #55-00603; Washington State Department of Transportation; and State of Washington, acting by and through Department of Natural Resources

**Grantees:** Raymond Pieren; The Entrust Group, Inc. FBO Raymond Pieren IRA #55-00603; Washington State Department of Transportation; and State of Washington, acting by and through Department of Natural Resources

**Legal Descriptions:** Part of the Benjamin Huntington D.L.C. and the SW ¼ SE ¼, SE ¼ SE ¼ SECTION 14 and the NW ¼ NE ¼, NE ¼ NE ¼, SE ¼ NE ¼ SECTION 23 and the NW ¼ NW ¼, SW ¼ NW ¼ SECTION 24, all in TWN. 9 N., RANGE 2 W., W.M.  
Full legal descriptions on pages 15-23.

**Assessor's Parcel Numbers:** 6143802, 308640100, 308640200, 30812 and 30864

**Auditor Reference Numbers** 3573564, 3545380, 3545382, 3545379

**THIS BOUNDARY LINE AGREEMENT** (the "Agreement") is entered into by and between the STATE OF WASHINGTON, by and through its Department of Natural Resources (the "State"), RAYMOND PIEREN ("Pieren"), THE ENTRUST GROUP, INC. FBO RAYMOND ALFRED PIEREN IRA #55-00603 ("Entrust"), and WASHINGTON STATE DEPARTMENT OF TRANSPORTATION ("WSDOT"). Hereinafter, the parties may be referred to collectively as the "Parties."

**I. RECITALS**

**WHEREAS**, in 1889 the State of Washington, upon statehood, obtained ownership to the beds of navigable waters within the State's boundaries. The State's ownership includes the bedlands and shorelands of the Cowlitz River, which are legally described as follows ("State Bedlands and Shorelands"):

LEGAL DESCRIPTION STATE OF WASHINGTON

That portion of bedlands and shorelands of the Cowlitz River lying between government lots 2 and 3, between lots 2 and 4, and between lots 1 and 5, all in Section 23, Township 9 North, Range 2 West, of the Willamette Meridian;

Also together with that portion of bedlands and shorelands of the Cowlitz River lying between the northwest quarter of the northwest quarter of Section 24 and government lot 5 of said Section 23, and between lot 1 of said Section 24 and lot 5 of said Section 23, all in Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington;  
Said bedlands and shorelands are owned by the State of Washington, which took ownership of the bed of the Cowlitz River at statehood by virtue of Article 17 of the Washington State Constitution and the Equal Footing Doctrine, which reserves to the future states ownership of the beds of navigable waters within their boundaries.

SITUATE IN COWLITZ COUNTY, WASHINGTON.

**WHEREAS**, ENTRUST is the current owner of Parcel Numbers 6143802 and 308640100 which are legally described as follows ("Entrust Property"):

ORIGINAL PROPERTY DESCRIPTION:

**TAX PARCEL NUMBERS 6143802 and 308640100**

Those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington and of Government Lot 2, Section 23, said Township and Range, described as follows:

Beginning at the Southeast corner of said Section 14;  
Thence West a distance of 2158.7 feet;  
Thence North a distance of 220.2 feet;  
Thence South 87°46'30" West a distance of 300 feet to the true point of beginning;  
Thence South 26°14'30" East a distance of 505.1 feet;  
Thence North 51°43'00" East a distance of 374.8 feet, more or less, to the Southwesterly right of way line of the County Road;  
Thence South 42°52'30" East, along said right of way line, a distance of 40.12 feet;

Thence South  $51^{\circ}43'00''$  West to a point South  $26^{\circ}01'00''$  East a distance of 40.79 feet from a point South  $26^{\circ}14'30''$  East a distance of 505.1 feet from the true point of Beginning;  
Thence South  $26^{\circ}01'00''$  East a distance of 449.21 feet;  
Thence South  $67^{\circ}54'30''$  West a distance of 500 feet;  
Thence North  $26^{\circ}01'00''$  West a distance of 998.2 feet;  
Thence North  $11^{\circ}08'00''$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East;  
Thence North  $87^{\circ}46'30''$  East to the true point of beginning.

**Excepting therefrom** those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West and Government Lot 2, Section 23, Township 9 North, Range 2 West, of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Section 14;  
Thence West a distance of 2158.7 feet;  
Thence North a distance of 220.2 feet;  
Thence South  $87^{\circ}46'30''$  West a distance of 300.0 feet to the true point of beginning of this description;  
Thence South  $26^{\circ}14'30''$  East a distance of 530.1 feet;  
Thence South  $87^{\circ}50'44''$  West a distance of 542.94 feet;  
Thence North  $26^{\circ}01'00''$  West a distance of 388.2 feet;  
Thence North  $11^{\circ}08'00''$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East;  
Thence North  $87^{\circ}46'30''$  East a distance of 500.0 feet to the true point of beginning.

SOURCE OF LEGAL DESCRIPTION IS DEED AF#3545380, RECORDS OF COWLITZ COUNTY

SITUATE IN COWLITZ COUNTY, WASHINGTON.

**WHEREAS**, RAYMOND PIEREN is the current owner of Parcel Numbers 308640200, 30812 and 30864 which are legally described as follows ("Pieren Properties"):

**ORIGINAL PROPERTY DESCRIPTION:**

**TAX PARCEL NUMBER 308640200**

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 9 North, Range 2 West of the Willamette Meridian; running, thence South  $28^{\circ}15'$  West to the Cowlitz River; thence Southerly following the Cowlitz River to the South line of Lot 1, Section 24, Township 9 North, Range 2 West of the Willamette Meridian otherwise known as the Southwest Quarter of Section 24;

Thence Northerly along the West line of the Northern Pacific Railroad Company right of way as now surveyed and located across Section 24 to a point directly East of the point of beginning; thence West to the point of beginning.

SOURCE OF LEGAL DESCRIPTION IS DEED AF#3545382, RECORDS OF COWLITZ COUNTY

SITUATE IN COWLITZ COUNTY, WASHINGTON.

**TAX PARCEL NUMBERS 30812 and 30864**

**TRACT A**

All that portion of the South half of Benjamin Huntington Donation Land Claim lying Westerly of the Northern Pacific Railroad right of way in Cowlitz County, Washington:

Excepting the following:

**PARCEL 1**

Commencing at a point on the division line of the Benjamin Huntington Donation Land Claim 2787 feet West and 742 ½ feet North of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Willamette Meridian; Thence East along said division line 140 feet, more or less to the West edge of the County Road; Thence following the West line of said County Road, a distance of 750 feet; Thence West parallel with said division line 455 feet, more or less to the low water mark on the left bank of the Cowlitz River; Thence North 21° West a distance of 600 feet; Thence East 30 feet to the place of beginning.

**PARCEL 2**

Commencing at a point on the East edge of the County Road and 20 feet South of the division line of the Benjamin and Jerusha Huntington Donation Land Claim, said point being 722.5 feet North and 2557 feet West of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Willamette Meridian; running thence East parallel with and 20 feet south of said division line 646 feet; thence South 11°25' West 591.5 feet to the East sideline of the County Road; thence North 41°49' West a distance of 775 feet to the place of beginning.

**PARCEL 3**

Beginning at the Northeast corner of a certain tract of land conveyed to Samuel McKone by Issac B. Huntington and Etta May Huntington, his wife, particularly described as recorded in Volume 9 of Deeds at page 475, deed records of Cowlitz County, Washington; Thence running East, a distance of 270 feet; thence South 11° 25' West a distance of 849.2 feet; Thence North 41° 49' West a distance of 336.8 feet; Thence North 11° 25' East 591.5 feet to the place of beginning, (the above described tract being a portion of and situate in Lot 8, Section 14, and Lot 2 of Section 23, Township 9 North, Range 2 West of the Willamette Meridian).

**PARCEL 4**

Beginning at a point 220.2 feet North 2158.7 feet West of an iron pipe which marks that corner common to Sections 13, 14, 23, and 24, Township 9 North, Range 2 West of the Willamette Meridian; Thence South  $87^{\circ}46'30''$  West 300 feet, more or less, to the Cowlitz River; Thence South  $26^{\circ}14'30''$  East along said river for a distance of 505.1 feet; thence North  $51^{\circ}43'$  East a distance of 374.8 feet, more or less, to the right of way of the County Road; Thence North  $42^{\circ}52'30''$  West along said County Road right of way 319.2 feet to the point of Beginning, (the above parcel of land being located in Section 14 and 23, Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington).

**PARCEL 5**

Commencing at Section corner common to Section 13, 14, 23, and 24, Township 9 North, Range 2 West, of the Willamette Meridian; running thence West a distance of 2158.7 feet; thence North a distance of 220.2 feet; Thence South  $87^{\circ}46'30''$  West a distance of 300 feet to the true point of beginning of the lands herein conveyed; Thence South  $26^{\circ}14'30''$  East a distance of 505.1 feet; Thence North  $51^{\circ}43'$  East a distance of 374.8 feet, more or less, to the right of way line of the County Road; Thence South  $42^{\circ}52'30''$  East along said County Road a distance of 40.12 feet; Thence South  $51^{\circ}43'$  West to a line projected South  $26^{\circ}01'$  East a distance of 40.79 feet from a point from which the true point of beginning bears North  $26^{\circ}14'30''$  West, a distance of 505.1 feet; Thence South  $26^{\circ}01'$  East a distance of 449.21 feet; Thence South  $67^{\circ}54'30''$  West a distance of 500 feet; Thence North  $26^{\circ}01'$  West a distance of 998.2 feet; Thence North  $11^{\circ}08'$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East; thence North  $87^{\circ}46'30''$  East to the true point of beginning.

**PARCEL 6**

Commencing at a point on the East edge of the County Road and 20 feet south of the division line between the North and South halves of the Benjamin and Jerusha Huntington Donation Land Claim said point being 722.5 feet North 2557 feet West of the Southeast corner of Section 14, Township 9 North, Range 2 West, of the Willamette Meridian; Thence in a Northerly direction along the right of way of County Road 20.0 feet, more or less, to the division line of the Benjamin and Jerusha Huntington Donation Land Claim; Thence East on the said division line a distance of 607.0 feet; Thence South  $42^{\circ}39'30''$  East a distance of 27.2 feet; Thence West a distance of 625.4 feet more or less to the place of beginning. Except that portion for County Road.

**TRACT B**

A portion of the Benjamin Huntington Donation Land Claim in Township 9 North, Range 2 West, of the Willamette Meridian; Cowlitz County, Washington, described as follows:  
Beginning at the most Southerly corner of the tract conveyed by Mary E. Graves to Samuel Hoffman as described in Volume 87 of Deeds, Page 147, records of said county; thence South  $39^{\circ}21'$  East a distance of 56.0 feet to the dividing line between the North and South half of the said Donation Land Claim; Thence along said dividing line South  $86^{\circ}37'$  East a distance of 330.7 feet; Thence South  $88^{\circ}26'$  East a distance of 197.0 feet; Thence South  $88^{\circ}15'$  East a distance of 280.3 feet; Thence South  $87^{\circ}50'$  East a distance of 221.0 feet to the Westerly right of

Boundary Line Agreement

way line of the Northern Pacific Railroad; Thence along said Westerly right of way line North 28°46' West to its intersection with the Westerly right of way of the old Pacific Highway; Thence along said Westerly right of way line of said Old Pacific Highway North 52°27' West 258.9 feet; Thence North 60°13' West a distance of 318.00 feet; Thence leaving Highway South 55°00' West a distance of 627.00 feet to the place of beginning.

SOURCE OF LEGAL DESCRIPTION IS DEED AF#3545379, RECORDS OF COWLITZ COUNTY

SITUATE IN COWLITZ COUNTY, WASHINGTON

**WHEREAS**, since statehood, the Cowlitz River has migrated throughout the Cowlitz River basin. On the 18<sup>th</sup> of May 1980, Mount St. Helens erupted creating a lahar on the Toutle River which flows into the Cowlitz River approximately one river mile upstream from the site. This lahar altered the course of the river and fixed the boundary between the shorelands and uplands at this site along the Cowlitz River.

**WHEREAS**, the Parties recognize that the State continues to own the bedlands and shorelands of the Cowlitz River as it was prior to the eruption of Mount St. Helens.

**WHEREAS**, due to the lahars and mass deposition of dredge spoils upon the properties owned by the Parties, the boundary between such properties has been difficult to determine. The Parties dispute the location of the boundaries that separate the State Bedlands and Shorelands from the Entrust Property and Pieren Properties.

**WHEREAS**, Pursuant to the Quitclaim Deed recorded December 6, 1991, in Volume 1111, Page 0939, Auditor's File No. 911206001 ("1991 WSDOT Deed"), wherein WSDOT (the grantor) conveyed Parcel Number 308640200 to the Cowlitz County Soil and Water Conservation District (the grantee), WSDOT asserts a reversionary interest in Parcel Number 308640200. The 1991 WSDOT Deed also includes the following condition: "Grantee shall not sell or exchange any lands described herein without Grantor's prior written consent, which consent shall not be unreasonably withheld." The WSDOT deed also states, "These conditions shall be binding upon Grantee and Grantee's successors in interest."

**WHEREAS**, the Parties wish to fully and finally resolve their dispute regarding the location of the boundaries between the State Bedlands and Shorelands and the Entrust Property and Pieren Properties, without admitting fault or liability.

NOW, THEREFORE, the parties hereby agree as follows:

## II. TERMS AND CONDITIONS

1. **Boundary Line Agreement.** The Parties agree that the lines determining the boundaries between the State Bedlands and Shorelands and the Entrust Property and the Pieren Properties cannot be identified from the existing public record, monuments, and landmarks, or are in dispute, within the meaning of RCW 58.04.007. Therefore, pursuant to RCW 58.01.007(1), the Parties agree to fix the location of the boundary lines as follows:
  - 1.1 The final boundary lines between the State Bedlands and Shorelands and the Entrust Property and the Pieren Properties shall be the boundary lines shown on the Record of Survey recorded on August 2, 2017 in Cowlitz County under Auditor's File # 3573564 and Book 36 of Surveys at Page 143. The Parties recognize that the Cowlitz River will continue to migrate, and accordingly agree that the State owns the bedlands and shorelands of the Cowlitz River up to the line of ordinary high water as that line currently exists or comes to rest now or in the future.
  - 1.2 A true and accurate legal description of the State Bedlands and Shorelands is attached hereto as **Exhibit A**, and is fully incorporated herein by this reference.
  - 1.3 A true and accurate legal description of the Entrust Property is attached hereto as **Exhibit B**, and is fully incorporated herein by this reference.
  - 1.4 A true and accurate legal description of the Pieren Properties is attached hereto as **Exhibit C**, and is fully incorporated herein by this reference.
2. **Recording.** State shall record this Agreement with the Cowlitz County Auditor within thirty (30) days of the date the last signature below is provided.
3. **Further Acts.** The Parties agree to reasonably cooperate with each other to execute any documents and take any steps reasonably necessary to carry out the purpose and intent of this Agreement and complete the transaction provided for herein.
4. **Amendment.** No modification, termination, or amendment of this Agreement may be made except by written agreement signed by all Parties.
5. **Captions.** The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. This document will be recorded; therefore, all signatures must be original.



7. **Neutral Authorship.** Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of the Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
8. **Time of Performance.** Time is specifically declared to be the essence of this Agreement and of all acts required to be done and performed by the Parties hereto.
9. **Default and Remedies.** In the event of a material breach or default in or of this Agreement by any party hereto, then the other party shall have, in addition to a claim for the damages for such breach or default, and in the addition to and without prejudice to any other right or remedy available under this Agreement or at law or equity, the right to (a) demand and have specific performance of the Agreement; or (b) terminate this Agreement upon written notice without liability to the other party.
10. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of the Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by written notice, and only by written notice as provided herein may, but shall be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of any other party hereto.
11. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction.

12. **Authority.** The natural persons signing this Agreement represent and warrant that they are authorized to execute the Agreement on behalf of the Parties.

**AGREED TO** by the Parties as of the date of the last signature below.

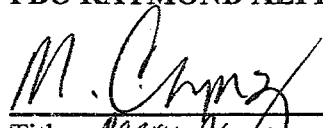
**RAYMOND PIEREN**



Raymond Pieren  
Title: Owner  
Address: 944 NW Hill Avenue  
Roseburg, OR 97471

6-12-2018  
Date


**THE ENTRUST GROUP, INC.  
FBO RAYMOND ALFRED PIEREN IRA #55-00603**



Title: *Maria Corp. 13 Authorized Signer*  
Address: 4800 SW Meadows Rd Site 353  
Lake Oswego OR 97035

6-22-2018  
Date

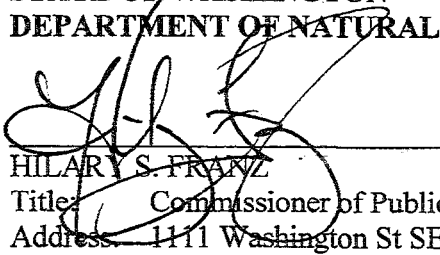
**WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION**



RANDY JOHNSON  
Title: *Property Management Program Manager*  
Address: *7345 Hinderson Way Tumwater WA 98501*

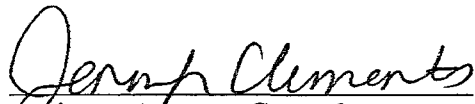
July 12, 2018  
Date

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES**

  
\_\_\_\_\_  
HILARY S. FRANZ  
Title: Commissioner of Public Lands  
Address: 1111 Washington St SE  
PO Box 47000  
Olympia WA 98504-7000

Date July 19, 2018

Boundary Line Agreement  
Approved as to Form this 7<sup>th</sup> day of  
June, 2018.

  
\_\_\_\_\_  
Assistant Attorney General  
State of Washington

REPRESENTATIVE ACKNOWLEDGMENT

STATE OF California )  
 ) ss.  
County of Alameda )

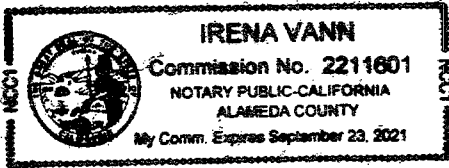
I certify that I ~~know~~ or have satisfactory evidence that Maria Corpuz is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Authorized Signor (type of authority) of THE ENTRUST GROUP, INC. FBO RAYMOND ALFRED PIEREN IRA #55-00603, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 22, 2018

[Signature]  
\_\_\_\_\_  
(Signature)

(Seal or stamp)

Irena Vann  
\_\_\_\_\_  
(Print Name)



Notary Public in and for the State of  
California, residing at  
Alameda, California

My appointment expires Sep. 23, 2021

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon )  
 ) ss.  
County of Douglas )

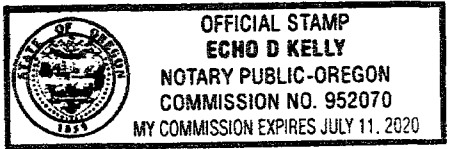
I certify that I know or have satisfactory evidence that RAYMOND PIEREN is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: June 12, 2018

(Seal or stamp)

Echo D Kelly  
(Signature)

Echo D Kelly  
(Print Name)



Notary Public in and for the State of  
Oregon, residing at  
Roseburg, OR

My appointment expires 07/11/2020

STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)  
Aquatics Div. ) ss.  
County of Thurston )

I certify that I know or have satisfactory evidence that RANDY JOHNSON 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 the Property Management of the Washington State Department of Transportation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 12, 2018

(Seal or stamp)

Sue Coen

(Signature)

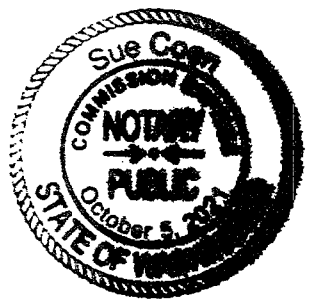
Sue Coen

(Print Name)

Notary Public in and for the State of Washington, residing at

Olympia

My appointment expires 10/5/2021



STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)

) ss.

County of Thurston )

I certify that I know or have satisfactory evidence that HILARY S. FRANZ 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 the COMMISSIONER OF PUBLIC LANDS of the Department of Natural Resources, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7-19, 2018

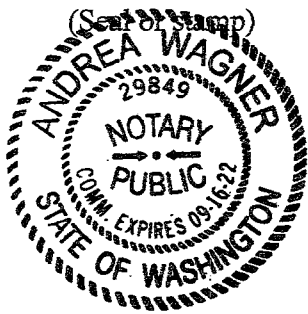
Andrea Wagner  
(Signature)

Andrea Wagner  
(Print Name)

Notary Public in and for the State of Washington, residing at

Olympia

My appointment expires 9-16-22



**EXHIBIT A**

**Legal Description for State Bedlands and Shorelands**

**NEW LEGAL DESCRIPTION**

A portion of the Northeast quarter and the Southeast quarter of Section 23, Township 9 North, Range 2 West, W.M., Cowlitz County, Washington lying northerly and easterly of the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future; being northerly and westerly of the westerly right of way line of the Burlington Northern Santa Fe Railroad, and westerly, southwesterly, and southerly of the following described line as shown on that Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143,

Commencing at the North one-sixteenth corner between said Section 23 and Section 24, from which, the Northeast corner of said Section 23 bears North  $00^{\circ}06'15''$  West 1314.15 feet; thence South  $89^{\circ}41'50''$  East 159.52 feet, more or less, to the westerly right of way of the Burlington Northern Railroad being on a horizontal curve; from which the radius point bears South  $78^{\circ}12'02''$  West 1809.86 feet; Thence southerly along said westerly right of way along said 1809.86 feet radius curve to the right, through a central angle of  $42^{\circ}10'44''$  for an arc length of 1332.35 feet to the True Point of Beginning for said described line; said line being the line of ordinary high water as it existed prior to the eruption of Mt. St. Helens on May 18, 1980 as shown on said records of survey; thence continuing along said line of ordinary high water prior to the eruption of Mount St. Helens in 1980 through the following courses:

Thence North  $09^{\circ}23'09''$  West 197.45 feet;

Thence westerly along a curve to the left with a radius of 600.00 feet, from which the radius point bears South  $80^{\circ}36'51''$  West, through a central angle of  $49^{\circ}43'54''$  for an arc length of 520.79 feet;

Thence continuing northwesterly along said curve to the left with a radius of 600.00 feet, from which the radius point bears South  $30^{\circ}52'57''$  West, through a central angle of  $16^{\circ}20'08''$  for an arc length of 171.06 feet;

Thence North  $75^{\circ}27'11''$  West 584.40 feet;

Thence Northwesterly along a curve to the right with a radius of 1000 feet, through a central angle of  $23^{\circ}12'01''$  for an arc length of 404.92 feet;

Thence North  $52^{\circ}15'10''$  West 735.92 feet;

Thence South  $73^{\circ}15'38''$  West 101.81 feet more or less, to the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future;

Thence Northwesterly along said line of ordinary high water on the left bank of the Cowlitz River approximated by the following courses:

North  $16^{\circ}44'22''$  West 214.12 feet;

North  $24^{\circ}06'10''$  West 199.43 feet;

North  $24^{\circ}06'10''$  West 262.41 feet;



North  $18^{\circ}37'32''$  West 169.80 feet; -

North  $12^{\circ}35'16''$  116.81 feet, more or less, to the terminus of Said Line,  
from which a 5/8 inch x 24 inch rebar with a yellow plastic cap marked LS 10997 was found as  
noted on said Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143,  
bears North  $87^{\circ}50'44''$  East 105.62 feet.

**EXHIBIT B**

**Legal Description for Entrust Property**

**NEW LEGAL DESCRIPTION**

**TAX PARCEL NUMBERS 6143802 and 308640100:**

Those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington and of Government Lot 2, Section 23, said Township and Range, described as follows:

Beginning at the Southeast corner of said Section 14;

Thence West a distance of 2158.7 feet;

Thence North a distance of 220.2 feet;

Thence South  $87^{\circ}46'0''$  West a distance of 300 feet to the true point of beginning;

Thence South  $26^{\circ}14'30''$  East a distance of 505.1 feet;

Thence North  $51^{\circ}43'00''$  East a distance of 374.8 feet, more or less, to the Southwesterly right of way line of the County Road;

Thence South  $42^{\circ}52'30''$  East, along said right of way line, a distance of 40.12 feet;

Thence South  $51^{\circ}43'00''$  West to a point south  $26^{\circ}01'00''$  East of 40.49 feet from a point South  $26^{\circ}14'30''$  East a distance of 505.1 feet from the true point of Beginning;

Thence South  $26^{\circ}01'00''$  East a distance of 449.21 feet;

Thence South  $67^{\circ}54'30''$  West a distance of 500 feet;

Thence North  $26^{\circ}01'00''$  West a distance of 998.2 feet;

Thence North  $11^{\circ}08'00''$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East;

Thence North  $87^{\circ}46'30''$  East of the True point of beginning.

**Excepting therefrom** those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West and Government Lot 2, Section 23, Township 9 North, Range 2 West, of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Section 14;

Thence West a distance of 2158.7 feet;

Thence North a distance of 220.2 feet;

Thence South  $87^{\circ}46'30''$  West a distance of 300.0 feet to the true point of beginning;

Thence South  $26^{\circ}14'30''$  East a distance of 530.1 feet;

Thence South  $87^{\circ}50'44''$  West a distance of 542.94 feet;

Thence North  $26^{\circ}01'00''$  West a distance of 388.2 feet;

Thence North  $11^{\circ}08'00''$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East;

Thence North  $87^{\circ}46'30''$  East a distance of 500.0 feet to the true point of beginning.

**ALSO EXCEPTING THEREFROM** a portion of the Northeast quarter and the Southeast quarter of Section 23, Township 9 North, Range 2 West, W.M., Cowlitz County, Washington lying westerly, southwesterly, and southerly of the following described line as shown on that Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143:

Commencing at the North one-sixteenth corner between said Section 23 and Section 24, from which, the Northeast corner of said Section 23 bears North  $00^{\circ}06'15''$  West 1314.15 feet; thence South  $28^{\circ}33'10''$  West 767.71 feet to the described said line and being the line of ordinary high water as it existed prior to the eruption of Mt. St. Helens on May 18, 1980 as shown on said records of survey; thence continuing along said line of ordinary high water through the following courses:

Thence westerly along a curve to the left with a radius of 600.00 feet, from which the radius point bears South  $32^{\circ}11'06''$  West, through a central angle of  $16^{\circ}20'08''$  for an arc length of 171.06 feet;

Thence North  $75^{\circ}27'11''$  West 584.40 feet;

Thence Northwesterly along a curve to the right with a radius of 1000 feet, from which the radius point bears North  $14^{\circ}32'29''$  East, through a central angle of  $23^{\circ}12'01''$  for an arc length of 404.92 feet;

Thence North  $52^{\circ}15'10''$  West 735.92 feet; thence South  $73^{\circ}15'38''$  West 101.81 feet more or less, to the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future; Thence Northwesterly along said line of ordinary high water on the left bank of the Cowlitz River approximated by the following courses:

North  $16^{\circ}44'22''$  West 214.12 feet;

North  $24^{\circ}06'10''$  West 199.43 feet;

North  $24^{\circ}06'10''$  West 262.41 feet;

North  $18^{\circ}37'32''$  West 169.80 feet;

North  $12^{\circ}35'16''$  West 116.81 feet, more or less, to the terminus of Said Line, from which a 5/8 inch x 24 inch rebar with a yellow plastic cap marked LS 10997 was found as noted on said Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143, bears North  $87^{\circ}50'44''$  East 105.62 feet.

**EXHIBIT C**

**Legal Description for Pieren Properties**

**NEW LEGAL DESCRIPTION**

**TAX PARCEL NUMBER 308640200:**

Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 24, Township 9 North, Range 2 West of the Willamette meridian; running, thence South 28°15' West to the Cowlitz River; thence Southerly following the Cowlitz River to the South line of Lot 1, Section 24, Township 9 North, Range 2 West of the Willamette Meridian otherwise known as the Northwest Quarter of Section 24;

Thence Northerly along the West line of the Northern Pacific Railroad Company right of way as now surveyed and located across Section 24 to a point directly East of the point of beginning; thence West to the point of beginning.

**NEW LEGAL DESCRIPTION**

**TAX PARCEL NUMBER 30812 and 30864:**

**TRACT A**

All that portion of the south half of Benjamin Huntington Donation Land claim lying westerly of the Northern Pacific Railroad right of way in Cowlitz County, Washington:

Excepting therefrom the following 6 parcels:

**PARCEL 1**

Commencing at a point on the division line of the Benjamin Huntington Donation Land Claim 2787 west and 742 ½ feet North of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Willamette Meridian; Thence East along said division line 140 feet, more or less to the west edge of the county road; Thence following the West line of said county road, a distance of 750 feet; Thence West parallel with said division line 455 feet, more or less to the low water mark on the left bank of the Cowlitz River; Thence North 21° West a distance of 600 feet; thence East 30 feet to the place of beginning.

**PARCEL 2**

Commencing at a point on the East edge of the county road and 20 feet South of the division line of the Benjamin and Jerisha Huntington Donation Land Claim, said point being 722.5 feet North and 2557 feet West of the Southeast corner of Section 14, Township 9 North, Range 2 West of the Willamette Meridian; running thence East parallel with and 20 feet south of said division line

646 feet; thence South  $11^{\circ}25'$  West 591.5 feet to the East edge of the county road; thence North  $41^{\circ}49'$  West a distance of 775 feet to the place of beginning.

PARCEL 3

Beginning at the Northeast corner of a certain tract of land conveyed to Samuel McKone by Issac B. Huntington and Etta may Huntington, his wife, particularly described as recorded in Volume 9 of Deeds at page 475, deed records of Cowlitz County, Washington; Thence running East, a distance of 270 feet; thence South  $11^{\circ}25'$  West a distance of 849.2 feet; Thence North  $41^{\circ}49'$  West a distance of 336.8 feet; Thence North  $11^{\circ}25'$  East 591.5 feet to the place of beginning, (the above described tract being a portion of and situate in Lot 8, Section 14, and Lot 2 of Section 23, Township 9 North, Range 2 West of the Willamette Meridian).

PARCEL 4

Beginning at a point 220.2 feet North 2158.7 feet West of an iron pipe which marks that corner common to Sections 13, 14, 23, and 24, Township 9 North, Range 2 West of the Willamette Meridian; Thence South  $87^{\circ}46'30''$  West 300 feet, more or less, to the Cowlitz River; Thence South  $26^{\circ}14'30''$  East along said river for a distance of 505.1 feet; thence North  $51^{\circ}43'$  East a distance of 374.8 feet, more or less, to the right of way of the county road; Thence North  $42^{\circ}52'30''$  West along said county road right of way 319.2 feet to the point of Beginning, (the above parcel of land being located in Section 14 and 23, Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington).

PARCEL 5

Commencing at Section corner common to Section 13, 14, 23, and 24, Township 9 North, Range 2 West, of the Willamette Meridian; running thence West a distance of 2158.7 feet; thence North a distance of 220.2 feet; Thence South  $87^{\circ}46'30''$  West a distance of 300 feet to the true point of beginning of the lands herein conveyed; Thence South  $26^{\circ}14'30''$  East a distance of 505.1 feet; Thence North  $51^{\circ}43'$  East a distance of 374.8 feet, more or less, to the right of way line of the county road; Thence south  $42^{\circ}52'30''$  East along said county road a distance of 40.12 feet; Thence South  $51^{\circ}43'$  West to a line projected South  $26^{\circ}01'$  East a distance of 40.79 feet from a point from which the true point of beginning bears North  $26^{\circ}14'30''$  West, a distance of 505.1 feet; Thence south  $26^{\circ}01'$  East a distance of 449.21 feet; Thence South  $67^{\circ}54'30''$  West a distance of 500 feet; Thence North  $26^{\circ}01'$  West a distance of 998.2 feet; Thence North  $11^{\circ}08'$  West to a point from which the true point of beginning bears North  $87^{\circ}46'30''$  East; thence North  $87^{\circ}46'30''$  East to the true point of beginning.

PARCEL 6

Commencing at a point on the East edge of the county road and 20 feet south of the division line between the North and South halves of the Benjamin and Jerisha Huntington Donation Land Claim said point being 722.5 feet North 2557 feet West of the Southeast corner of Section 14, Township 9 North, Range 2 West, of the Willamette Meridian; Thence in a Northerly direction

along the right of way of county road 20.0 feet more or less to the division line of the Benjamin and Jerisha Huntington Donation Land Claim; Thence East on the said division line a distance of 607.0 feet; Thence South  $42^{\circ}39'30''$  East a distance of 27.2 feet; Thence West a distance of 625.4 feet more or less to the place of beginning. Except that portion for county road.

Together with TRACT B

A portion of the Benjamin Huntington Donation Land Claim in Township 9 North, Range 2 West, of the Willamette Meridian; Cowlitz County, Washington, described as follows:

Beginning at the most Southerly corner of the tract conveyed by Mary E. graves top Samuel Hoffman as described in Volume 87 of Deeds, Page 147, records of said county; thence south  $39^{\circ}21'$  East a distance of 56.0 feet to the dividing line between the North and South half of the said Donation Land Claim; Thence along said dividing line South  $86^{\circ}37'$  East a distance of 330.7 feet; Thence South  $88^{\circ}26'$  East a distance of 197.0 feet; Thence South  $88^{\circ}15'$  East a distance of 280.3 feet; Thence South  $87^{\circ}50'$  East a distance of 221.0 feet to the Westerly right of way of the Northern Pacific Railroad; Thence along said Westerly right of way North  $28^{\circ}46'$  West to its intersection with the Westerly right of way of the old Pacific highway; Thence along said Westerly right of way of said Old Pacific Highway North  $52^{\circ}27'$  West 258.9 feet; Thence North  $60^{\circ}13'$  West a distance of 318.00 feet; Thence leaving Highway South  $55^{\circ}00'$  West a distance of 627.00 feet to the place of Beginning.

**ALSO EXCEPTING THEREFROM** a portion of the Northeast quarter and the Southeast quarter of Section 23, Township 9 North, Range 2 West, W.M., Cowlitz County, Washington lying northerly and easterly of the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future; being northerly and westerly of the westerly right of way line of the Burlington Northern Santa Fe Railroad, and westerly, southwesterly, and southerly of the following described line as shown on that Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143,

Commencing at the North one-sixteenth corner between said Section 23 and Section 24, from which, the Northeast corner of said Section 23 bears North  $00^{\circ}06'15''$  West 1314.15 feet; thence South  $89^{\circ}41'50''$  East 159.52 feet, more or less, to the westerly right of way of the Burlington Northern Railroad being on a horizontal curve; from which the radius point bears South  $78^{\circ}12'02''$  West 1809.86 feet; Thence southerly along said westerly right of way along said 1809.86 feet radius curve to the right, through a central angle of  $42^{\circ}10'44''$  for an arc length of 1332.35 feet to the True Point of Beginning for said described line; said line being the line of ordinary high water as it existed prior to the eruption of Mt. St. Helens on May 18, 1980 as shown on said records of survey; thence continuing along said line of ordinary high water prior to the eruption of Mount St. Helens in 1980 through the following courses:

Thence North  $09^{\circ}23'09''$  West 197.45 feet;

Thence westerly along a curve to the left with a radius of 600.00 feet, from which the radius point bears South 80°36'51" West, through a central angle of 49°43'54" for an arc length of 520.79 feet;

Thence continuing northwesterly along said curve to the left with a radius of 600.00 feet, from which the radius point bears South 30°52'57" West, through a central angle of 16°20'08" for an arc length of 171.06 feet;

Thence North 75°27'11" West 584.40 feet;

Thence Northwesterly along a curve to the right with a radius of 1000 feet, through a central angle of 23°12'01" for an arc length of 404.92 feet;

Thence North 52°15'10" West 735.92 feet;

Thence South 73°15'38" West 101.81 feet more or less, to the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future;

Thence Northwesterly along said line of ordinary high water on the left bank of the Cowlitz River approximated by the following courses:

North 16°44'22" West 214.12 feet;

North 24°06'10" West 199.43 feet;

North 24°06'10" West 262.41 feet;

North 18°37'32" West 169.80 feet;

North 12°35'16" 116.81 feet, more or less, to the terminus of Said Line,

from which a 5/8 inch x 24 inch rebar with a yellow plastic cap marked LS 10997 was found as noted on said Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143, bears North 87°50'44" East 105.62 feet.



When recorded return to:  
Roy A. Henson  
MIMI's Rentals LLC  
2278 Larsen Lane  
Castle Rock, WA 98611

\$3392  
E 183919  
10/04/2018  
SD  
Location Code: 0801  
Chicago Title Fishers  
Landing

Filed for record at the request of:



CHICAGO TITLE  
COMPANY OF WASHINGTON

1499 SE Tech Center Pl, Suite 100  
Vancouver, WA 98683

Escrow No.: 622-103790

**REAL ESTATE CONTRACT**  
**Residential Short Form**

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT--WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT -- IS NOT A PART OF THIS CONTRACT.

- 1. PARTIES AND DATE. This Contract is entered into on October 2, 2018, between MIMI's Rentals LLC, a Washington limited liability company as "Seller" and MLC Ventures LLC as "Purchaser."
- 2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the following described real estate in Cowlitz County, State of Washington:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF  
Abbreviated Legal: (Required if full legal not inserted above.)  
Lot(s) 2 of Castle Rock Short Subdivision No. 95-01, recorded in Book 8, Page 80  
Tax Parcel Number(s): 308100100
- 3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:

No part of the purchase price is attributed to personal property.

- 4. a. PRICE. Purchaser agrees to pay:  
\$265,000.00 Total Price  
Less \$12,500.00 Down Payment  
Less \$ \_\_\_\_\_ Assumed Obligation(s)  
Results in \$252,500.00 Amount Financed by Seller.
- b. ASSUMED OBLIGATIONS. Purchaser agrees to pay the above assumed obligation(s) by assuming and agreeing to pay that certain \_\_\_\_\_  
(Mortgage/Deed of Trust/Contract) dated \_\_\_\_\_ recorded as Auditor's File No. \_\_\_\_\_  
Seller warrants the unpaid balance of said obligation is \$ \_\_\_\_\_ which is payable \$ \_\_\_\_\_ on or before the \_\_\_\_\_ day of \_\_\_\_\_,  
 including  plus interest at the rate of \_\_\_\_\_% per annum on the declining balance thereof; and a like amount on or before the \_\_\_\_\_ day of each and every \_\_\_\_\_ thereafter until paid in full.  
(month/year)

**NOTE:** Fill in the date in the following two lines only if there is an early cash out date on the assumed obligation.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN \_\_\_\_\_.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

c. PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$252,500.00 as follows:

Please see Attached Exhibit B and B1



**NOTE:** Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN DECEMBER 31, 2021.

Payments are applied first to interest and then to principal. Payments shall be made at 2278 Larsen Lane, Castle Rock, WA 98611 or such other place as the Seller may hereafter indicate in writing.

5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchaser fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser that unless Purchaser makes the delinquent payment(s) within 15 days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.

6. a. OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Purchaser pays the purchase price in full: That certain \_\_\_\_\_ (Mortgage/Deed of Trust/Contract) dated \_\_\_\_\_ recorded as Auditor's File No. \_\_\_\_\_.

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

b. EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Purchaser will be deemed to have assumed said encumbrances as of that date. Purchaser shall thereafter make payments directly to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Purchaser a fulfillment deed in accordance with the provisions of paragraph 8.

c. FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Purchaser may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Purchaser will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Purchaser may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Purchaser in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Purchaser makes such delinquent payments on three occasions, Purchaser shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN \_\_\_\_\_

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM

c. PAYMENT OF AMOUNT FINANCED BY SELLER.

Purchaser agrees to pay the sum of \$252,500.00 as follows:

Please see Attached Exhibit B and B1



**NOTE:** Fill in the date in the following two lines only if there is an early cash out date on the amount financed by seller.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN DECEMBER 31, 2021.

Payments are applied first to interest and then to principal. Payments shall be made at 2278 Larsen Lane, Castle Rock, WA 98611 or such other place as the Seller may hereafter indicate in writing.

- 5. FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS. If Purchaser fails to make any payments on assumed obligation(s), Seller may give written notice to Purchaser that unless Purchaser makes the delinquent payment(s) within 15 days, Seller will make the payment(s), together with any late charge, additional interest, penalties, and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of any remedy by the Holder of the assumed obligation(s). Purchaser shall immediately after such payment by Seller reimburse Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs and attorney fees incurred by Seller in connection with making such payment.
- 6. a. OBLIGATIONS TO BE PAID BY SELLER. The Seller agrees to continue to pay from payments received hereunder the following obligation, which obligation must be paid in full when Purchaser pays the purchase price in full: That certain \_\_\_\_\_ (Mortgage/Deed of Trust/Contract) dated \_\_\_\_\_ recorded as Auditor's File No. \_\_\_\_\_.

ANY ADDITIONAL OBLIGATION TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

- b. EQUITY OF SELLER PAID IN FULL. If the balance owed the Seller on the purchase price herein becomes equal to the balance owed on prior encumbrances being paid by Seller, Purchaser will be deemed to have assumed said encumbrances as of that date. Purchaser shall thereafter make payments directly to the holders of said encumbrances and make no further payments to Seller. Seller shall at that time deliver to Purchaser a fulfillment deed in accordance with the provisions of paragraph 8.
- c. FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES. If Seller fails to make any payments on any prior encumbrance, Purchaser may give written notice to Seller that unless Seller makes the delinquent payments within 15 days, Purchaser will make the payments together with any late charge, additional interest, penalties, and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise of any remedy by the holder of the prior encumbrance. Purchaser may deduct the amounts so paid plus a late charge of 5% of the amount so paid and any attorneys' fees and costs incurred by Purchaser in connection with the delinquency from payments next becoming due Seller on the purchase price. In the event Purchaser makes such delinquent payments on three occasions, Purchaser shall have the right to make all payments due thereafter directly to the holder of such prior encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior encumbrance as such payments become due.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances including the following listed tenancies, easements, restrictions, and reservations in addition to the obligations assumed by Purchaser and the obligations being paid by Seller:

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN EXHIBIT ATTACHED HERETO.

8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Purchaser a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein. Any personal property included in the sale shall be included in the fulfillment deed.
9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due, Purchaser agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in addition to all other remedies available to Seller and the first amounts received from Purchaser after such late charges are due shall be applied to the late charges.
10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a), (b), or (c) has been consented to by Purchaser in writing.
11. **POSSESSION.** Purchaser is entitled to possession of the property from and after the date of this Contract or October 4, 2018, whichever is later, subject to any tenancies described in paragraph 7.
12. **TAXES, ASSESSMENTS, AND UTILITY LIENS.** Purchaser agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural, or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Purchaser may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Purchaser may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.
13. **INSURANCE.** Purchaser agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Purchaser plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Purchaser. Purchaser may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.
14. **NONPAYMENT OF TAXES, INSURANCE, AND UTILITIES CONSTITUTING LIENS.** If Purchaser fails to pay taxes or assessments, insurance premiums, or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Purchaser shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.
15. **CONDITION OF PROPERTY.** Purchaser accepts the property in its present condition and acknowledges that Seller, his/her agents, and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Purchaser agrees to maintain the property in such condition as complies with all applicable laws.
16. **RISK OF LOSS.** Purchaser shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Purchaser from any of Purchaser's obligations pursuant to this Contract.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

17. **WASTE.** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Purchaser shall not remove commercial timber without the written consent of Seller.
18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Purchaser agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Purchaser consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees, and livestock.
19. **CONDEMNATION.** Seller and Purchaser may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Purchaser may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.
20. **DEFAULT.** If the Purchaser fails to observe or perform any term, covenant, or condition of this Contract, Seller may:
- a. **Suit for Installments.** Sue for any delinquent periodic payment; or
  - b. **Specific Performance.** Sue for specific performance of any of Purchaser's obligations pursuant to this Contract; or
  - c. **Forfeit Purchaser's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title, and interest in the property of the Purchaser and all persons claiming through the Purchaser shall be terminated; (ii) the Purchaser's rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Purchaser shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.
  - d. **Acceleration of Balance Due.** Give Purchaser written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within 30 days after the date said Notice is either deposited in the mail addressed to the Purchaser or personally delivered to the Purchaser, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorney's fees and costs.
  - e. **Judicial Foreclosure.** Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.
21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.
22. **PURCHASER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant, or condition of this Contract, Purchaser may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.
23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.
24. **ATTORNEY'S FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings.
25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Purchaser at:

4404 Willamette Court, Vancouver, WA 98661

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

and to the Seller at:

2278 Larsen Lane, Castle Rock, WA 98611

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

- 26. TIME FOR PERFORMANCE. Time is of the essence in performance of any obligations pursuant to this Contract.
- 27. SUCCESSORS AND ASSIGNS. Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Purchaser.
- 28. OPTIONAL PROVISION – SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY. Purchaser may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Purchaser owns free and clear of any encumbrances. Purchaser hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER	INITIALS:	PURCHASER
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- 29. OPTIONAL PROVISION – ALTERATIONS. Purchaser shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld.

SELLER	INITIALS:	PURCHASER
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- 30. OPTIONAL PROVISION – DUE ON SALE. If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriffs sale of any of the Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	PURCHASER
--------	-----------	-----------

- 31. OPTIONAL PROVISION – PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES. If Purchaser elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Purchaser agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER	INITIALS:	PURCHASER
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- 32. OPTIONAL PROVISION – PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

and to the Seller at:

2278 Larsen Lane, Castle Rock, WA 98611

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

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SELLER	INITIALS:	PURCHASER
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SELLER	INITIALS:	PURCHASER
--------	-----------	-----------

<i>RAH</i> <i>MAH</i>		

- 30. OPTIONAL PROVISION -- DUE ON SALE. If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchaser's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER	INITIALS:	PURCHASER
--------	-----------	-----------

<i>RAH</i> <i>MAH</i>		

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SELLER	INITIALS:	PURCHASER
--------	-----------	-----------


- 32. OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE. In addition to the periodic payments on the purchase price, Purchaser agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

The payments during the current year shall be \$ \_\_\_\_\_ per  
\_\_\_\_\_. Such "reserve" payments from Purchaser shall not accrue  
interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit  
the amounts so paid to the reserve account. Purchaser and Seller shall adjust the reserve account  
in April of each year to reflect excess or deficit balances and changed costs. Purchaser agrees to  
bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER INITIALS: PURCHASER

\_\_\_\_\_  
\_\_\_\_\_

- 33. ADDENDA. Any addenda attached hereto are a part of this Contract.
- 34. ENTIRE AGREEMENT. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Purchaser.

IN WITNESS WHEREOF the parties have signed this and sealed this Contract the day and year first above written.

MLC Ventures LLC

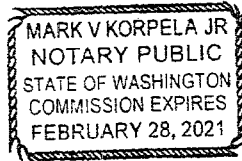
BY: [Signature]  
Michael Canton  
Member

State of Washington  
County of Clark

I certify that I know or have satisfactory evidence that Michael Canton 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 Member of MLC Ventures LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/3/18

[Signature]  
Name: Mark V. Korpele Jr  
Notary Public in and for the State of WA  
Residing at: Woodland  
My appointment expires: 2-28-21





**REAL ESTATE CONTRACT**  
**Residential Short Form**  
(continued)

MIMI's Rentals LLC

BY: Roy A. Henson  
Roy A. Henson  
Manager

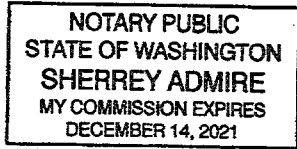
BY: Linda M. Henson  
Linda M. Henson  
Manager

State of WASHINGTON  
County of COWLITZ

I certify that I know or have satisfactory evidence that Roy A. Henson and Linda M. Henson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as Manager and Manager, respectively, of MIMI's Rentals LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3 October 2018

Sherrey Admire  
Name: Sherrey Admire  
Notary Public in and for the State of Washington  
Residing at: ORUGON  
My appointment expires: 12-14-2021



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 308100100**

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Lot(s) 2 of Castle Rock Short Subdivision No. 95-01, recorded in Book 8, Page 80, records of Cowlitz County, Washington, being a portion of the Northwest quarter of Section 14, Township 9 North, Range 2 West of the Willamette Meridian, recorded March 22, 1995, recorded under Auditor's File No. 950322055, records of Cowlitz County, Washington.

EXHIBIT B

DocuSign Envelope ID: 92850E84-FE85-4FFD-A0FF-352354B41A21

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated September 7, 2018 1  
between MLC Ventures LLC ("Buyer") 2  
Buyer Buyer  
and MIMIS Rentals LLC ("Seller") 3  
Seller Seller  
concerning 1955 S Huntington Ave Castlerock WA 98611 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

The terms of this owner carry contract shall be calculated on a 5% interest only amortization schedule as indicated in 6  
scheduled "B". Payments of principal and interest shall be made according to the payment schedule agreed upon and 7  
attached as exhibit "B". Additional payments over and above this schedule will require the schedule to be adjusted 8  
accordingly. 9

Closing extended to on or before October 4th 2018. 10  
Read and Approved By: [Signature] 11

Read and Approved By: \_\_\_\_\_ 12  
\_\_\_\_\_ 13  
\_\_\_\_\_ 14  
\_\_\_\_\_ 15  
\_\_\_\_\_ 16  
\_\_\_\_\_ 17  
\_\_\_\_\_ 18  
Read and Approved By: \_\_\_\_\_ 19  
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\_\_\_\_\_ 29  
\_\_\_\_\_ 30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[Signature] 10/1/2018 8:00:03 AM PDT  
Buyer's Initials Date Buyer's Initials Date

[Signature] 10/1/2018 8:20:09 AM PDT  
Seller's Initials Date Seller's Initials Date

EXHIBIT B

DocuSign Envelope ID: 92850E64-FE85-4FFD-A0FF-352354B41A21

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

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The terms of this owner carry contract shall be calculated on a 5% interest only amortization schedule as indicated in scheduled "B". Payments of principal and interest shall be made according to the payment schedule agreed upon and attached as exhibit "B". Additional payments over and above this schedule will require the schedule to be adjusted accordingly.

Closing extended to on or before October 4th 2018.

Read and Approved By: [Signature]  
[Signature]

Read and Approved By: \_\_\_\_\_  
\_\_\_\_\_

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

<sup>DS</sup>  
[Signature] 10/1/2018 8:00:03 AM PDT  
Buyer's Initials Date Buyer's Initials Date

<sup>DS</sup>  
[Signature] 10/1/2018 8:20:09 AM PDT  
Seller's Initials Date Seller's Initials Date

DocuSign Envelope ID: 92850E84-FE85-4FFD-A0FF-352354B41A21

EXHIBIT "B" 1

Bankrate

MORTGAGES BANKING CREDIT CARDS LOANS INVESTING HOME EQUITY PERSONAL FINANCE QSe

# Interest Only Mortgage Calculator

The rates on interest-only loans can change as often as every month, or may be fixed for a 10-year period. Check to see how your interest-only rate can change your mortgage payment.

Loan amount

\$ 252,500

Interest rate

5

%

New Monthly Payment

\$ 1,052.08

CALCULATE

DS  
*MC*

10/1/2018 8:00:03 AM PDT

DS  
*CS*

10/1/2018 8:20:09 AM PT

the terms of this owner carry contract shall be calculated on a 5% interest only amortization schedule as indicated in scheduled "B". Payments of principal and interest shall be made according to the payment schedule agreed upon and attached as exhibit "B". Additional payments over and above this schedule will require the schedule to be adjusted accordingly.

Bankrate

MORTGAGES BANKING CREDIT CARDS LOANS INVESTING HOME EQUITY PERSONAL FINANCE QSe

# Interest Only Mortgage Calculator

The rates on interest-only loans can change as often as every month, or may be fixed for a 10-year period. Check to see how your interest-only rate can change your mortgage payment.

Loan amount

\$ 244,208.3

Interest rate

5

%

New Monthly Payment

\$ 1,017.53

CALCULATE

DS  
*MC*

10/1/2018 8:00:03 AM PDT

DS  
*CS*

10/1/2018 8:20:09 AM PT

Closing extended to

DocuSign Envelope ID: 92850E84-FE85-4FFD-A0FF-352354B41A21  
EXHIBIT "B" 1

Bankrate® MORTGAGES BANKING CREDIT CARDS LOANS INVESTING HOME EQUITY PERSONAL FINANCE QSe

# Interest Only Mortgage Calculator

The rates on interest-only loans can change as often as every month, or may be fixed for a 10-year period. Check to see how your interest-only rate can change your mortgage payment.

Loan amount

\$ 200,313.5

Interest rate

5 %

New Monthly Payment

\$ 834.64

DS 10/1/2018 8:00:03 AM PDT DS 10/1/2018 8:20:09 AM P

CALCULATE

EXHIBIT "B"

Bankrate® MORTGAGES BANKING CREDIT CARDS LOANS INVESTING HOME EQUITY PERSONAL FINANCE QSe

# Interest Only Mortgage Calculator

The rates on interest-only loans can change as often as every month, or may be fixed for a 10-year period. Check to see how your interest-only rate can change your mortgage payment.

Loan amount

\$ 158,659.9

Interest rate

5 %

New Monthly Payment

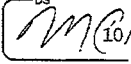
\$ 661.08

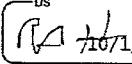
DS 10/1/2018 8:00:03 AM PDT DS 10/1/2018 8:20:09 AM I

CALCULATE

DocuSign Envelope ID: 92850E84-FE85-4FFD-A0FF-35235941181T "B" 1

1955 Huntington Payment Plan			
	Payment	Interest 5% only	Balance
October 1st 2018	12500		252500
October 1st-31st 2018		1052.08	
November 1st 2018		1052.08	
December 1st- 31st 2018		1052.08	
January 1st 2019		1052.08	
			256708.3
February 1st 2019	12500		244208.3
February 1st-31st 2019		1017.53	
March 1st 2019		1017.53	
April 1st 2019		1017.53	
May 1st 2019		1017.53	
June 1st 2019		1017.53	
July 1st-31st 2019		1017.53	
			250313.5
August 1st 2019	50000		200313.5
August 1st -31st 2019		834.64	
September 1st 2019		834.64	
October 1st 2019		834.64	
November 1st 2019		834.64	
December 1st 2019		834.64	
January 1st 2020		834.64	
February 1st 2020		834.64	
March 1st 2020		834.64	
April 1st 2020		834.64	
May 1st -31st 2020		834.64	
			208659.9
June 1st 2020	50000		158659.9
June 1st-31st 2020		661.08	
July 1st 2020		661.08	
August 1st 2020		661.08	
September 1st 2020		661.08	
October 1st 2020		661.08	
November 1st 2020		661.08	
December 1st-31st 2020		661.08	
January 1st 2021		661.08	
February 1st 2021		661.08	
March 1st 2021		661.08	
April 1st 2021		661.08	
May 1st 2021		661.08	
June 1st 2021		661.08	
July 1st 2021		661.08	
August 1st 2021		661.08	
September 1st 2021		661.08	
October 1st 2021		661.08	
November 1st 2021		661.08	
December 1st -31st 2021		661.08	
			171220.4 Balloon Due
	Interest paid	31220.42	

DS  
 10/1/2018 8:00:11

DS  
 10/1/2018 8:20:09

**Return Address:**

Mike Canton  
4404 Willamette Ct  
Vancouver WA. 98661

3632127

12/02/2019 11:21:43 AM  
Amendment CANTON MIKE 113.50  
Cowlitz County Washington

Pages: 11



**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S  
INDEXING FORM (Cover Sheet)**

(RCW 65.04)

Please print or type information

**Document Title(s)** (or transactions contained therein):

1. CONTRACT Amendment
- 2.
- 3.
- 4.

**Reference Number(s)** of Documents assigned or released:

Legal, Page 1-4 CONTRACT Amendment, Page 5 Exhibit B New  
Additional reference #'s on page \_\_\_\_ of document. Page 1+2 Exhibit B1 New  
Page 1+2 B1 New-Option

**Grantor(s)** (Last name first, then first name and initials)

1. MIMI's Rentals LLC
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_ of document.

**Grantee(s)** (Last name first, then first name and initials)

1. MLC VENTURES LLC
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_ of document.

**Legal Description** (abbreviated: i.e. lot, block, plat or section, township, range)

Attached

Additional legal is on page \_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

Assessor Tax # not yet assigned.

R040256

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



After recording mail to:

Name:

Address:

Filed for record at request of:

### CONTRACT AMENDMENT

This document amends the real estate contract recorded 10/04/2018 and replaces in entirety the unrecorded supplemental addendum to purchase and sales agreement signed 07/31/2019 between Michael Canton for MLC Ventures LLC and Roy A. and Linda M. Henson managers for MIMI's Rentals LLC.

The above stated contract shall be amended by replacing Section 4c in its entirety, which states:

**PAYMENT OF AMOUNT FINANCED BY SELLER.** Purchaser agrees to pay the sum of \$252,500.00 as follows: Please see Attached Exhibit B and B1.

**NOTE:** fill in the date in the following two lines if there is an early cash out date on the amount financed by seller.

**NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN DECEMBER 31, 2021.** Payments are applied first to interest and then to principal. Payments shall be made at 2278 Larsen Lane, Castle Rock, WA 98611 or such other place as the seller may hereafter indicate in writing.

The replacement clause shall read:

**PAYMENT OF AMOUNT FINANCED BY SELLER.** Purchaser agrees to pay the sum of \$252,500.00 as follows: Please see Attached Exhibit B NEW and B1NEW and B1NEW-OPTION.

**NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN FULL NOT LATER THAN JUNE 1, 2024.** Payments are applied first to interest and then to principal. Payments shall be made at 2278 Larsen Lane, Castle Rock, WA 98611 or such other place as the seller may hereafter indicate in writing.

Also amended by replacement is Exhibit B, an addendum/amendment to purchase and sales agreement between the above named entities which states:

**IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:**

The terms of this owner carry contract shall be calculated on a 5 % interest only amortization schedule as indicated in scheduled "B". Payments of principal and interest shall be made according to the payment schedule agreed upon and attached as exhibit "B1". Additional payments over and above this schedule will require the schedule to be adjusted accordingly."

The replacement clause shall read:

**CONTRACT AMENDMENT**  
**Continued**

Payments of principal and interest shall be made according to the payment schedule agreed upon and attached as exhibit "B1NEW" or "B1NEW-OPTION". Additional payments over and above these schedules will require the schedule to be adjusted accordingly.

The terms of this owner carry contract shall be calculated as follows:

The August 1, 2019 balance of \$200,313.5 will accrue interest at 5 per annum until June 2020 when monthly interest only payments commence. If the balance of \$8,346.40 of accumulated interest for the August 1, 2019 through June 1, 2020 period is paid in full the monthly interest only payments will be \$834.64, to be paid monthly beginning June 1, 2020 and continuing monthly through June 1, 2024 with no early payoff penalties.

If the option to pay the accumulated interest of \$8,346.40 for the August 1, 2019 though June 1, 2020 period is not exercised, the balance on June 1, 2020 of \$208,659.90 shall be carried at 5.5% per annum, with monthly interest only payments of \$956.36, the first being due June 1, 2020, and continuing monthly through June 1, 2024 with no early payoff penalties.

Also amended by replacement is Exhibit B1, a graphic depiction and amortization schedule to be replaced with the amortization schedules labeled Exhibit B1 NEW and EXHIBIT B1 NEW OPTION.


The above amendments are the only changes to the original contract. All other portions of the original contract remain in full force and effect.

In witness whereof the parties have signed and sealed this amendment to contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CONTRACT AMENDMENT  
Continued

MIMI's Rentals LLC

By   
Roy A. Henson  
Manager

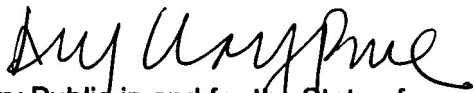
By   
Linda M. Henson  
Manager

STATE OF WASHINGTON        )  
  : ss.  
County of Cowlitz.         )

I certify that I know or have satisfactory evidence that ROY A. HENSON and LINDA M. HENSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated they were authorized to execute the instrument and acknowledged it as Manager and Manager, respectively, of MIMI's Rentals LLC to be the free and voluntary act of such party for the uses and purposes therein mentioned in the instrument.

Given under my hand and official seal this 30<sup>th</sup> day of Oct., 2019



  
Notary Public in and for the State of  
Washington, residing at Castle Rock, WA.  
My commission expires: 7/15/2023

CONTRACT AMENDMENT  
Continued

MLC Ventures LLC

By 


Michael Canton  
Member

STATE OF WASHINGTON            )  
  : ss.  
County of Cowlitz.                )

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

Given under my hand and official seal this *30<sup>th</sup>* day of *Oct.*, 2019



  
Notary Public in and for the State of  
Washington, residing at Castle Rock, WA.  
My commission expires: *7/15/23*

**EXHIBIT B NEW**

Payments of principal and interest shall be made according to the payment schedule agreed upon and attached as exhibit "B1NEW" or "B1NEW-OPTION". Additional payments over and above these schedules will require the schedule to be adjusted accordingly.

The terms of this owner carry contract shall be calculated as follows:

The August 1, 2019 balance of \$200,313.5 will accrue interest at 5 per annum until June 2020 when monthly interest only payments commence. If the balance of \$8,346.40 of accumulated interest for the August 1, 2019 through June 1, 2020 period is paid in full the monthly interest only payments will be \$834.64, to be paid monthly beginning June 1, 2020 and continuing monthly through June 1, 2024 with no early payoff penalties.

If the option to pay the accumulated interest of \$8,346.40 for the August 1, 2019 though June 1, 2020 period is not exercised, the balance on June 1, 2020 of \$208,659.90 shall be carried at 5.5% per annum, with monthly interest only payments of \$956.36, the first being due June 1, 2020, and continuing monthly through June 1, 2024 with no early payoff penalties.

EXHIBIT B1 NEW				
1955 Huntington Payment Plan AMENDED OPTION TO PAY ACCUMULATED INTEREST- EXERCISED				
	Payment	Interest 5% only	Balance	
October 1st 2018	12500		252500	
October 1st-31st 2018		1052.08		
November 1st 2018		1052.08		
December 1st- 31st 2018		1052.08		
January 1st 2019		1052.08		
			256708.32	
February 1st 2019	12500		244208.32	
February 1st-31st 2019		1017.53		
March 1st 2019		1017.53		
April 1st 2019		1017.53		
May 1st 2019		1017.53		
June 1st 2019		1017.53		
July 1st-31st 2019		1017.53		
			250313.48	
August 1st 2019	50000		200313.5	
August 1st -31st 2019		834.64		
September 1st 2019		834.64		
October 1st 2019		834.64		
November 1st 2019		834.64		
December 1st 2019		834.64		
January 1st 2020		834.64		
February 1st 2020		834.64		
March 1st 2020		834.64		
April 1st 2020		834.64		
May 1st -31st 2020		834.64		
		Interest 5% only	200313.5	Accumulated interest of \$8346.4 paid back
June 1st 2020				
June 1st-31st 2020		834.64		
July 1st 2020		834.64		
August 1st 2020		834.64		
September 1st 2020		834.64		
October 1st 2020		834.64		
November 1st 2020		834.64		
December 1st-31st 2020		834.64		
January 1st 2021		834.64		
February 1st 2021		834.64		
March 1st 2021		834.64		
April 1st 2021		834.64		
May 1st 2021		834.64		
June 1st 2021		834.64		
July 1st 2021		834.64		
August 1st 2021		834.64		
September 1st 2021		834.64		
October 1st 2021		834.64		
November 1st 2021		834.64		
December 1st -31st 2021		834.64		



1955 Huntington Payment Plan AMENDED OPTION TO PAY ACCUMULATED INTEREST - NOT EXERCISED				
	Payment	Interest 5% only	Balance	
October 1st 2018	12500	1052.08		252500
October 1st-31st 2018		1052.08		
November 1st 2018		1052.08		
December 1st- 31st 2018				
January 1st 2019		1052.08		
February 1st 2019	12500			256708.32
February 1st-31st 2019				244208.32
March 1st 2019		1017.53		
April 1st 2019		1017.53		
May 1st 2019		1017.53		
June 1st 2019		1017.53		
July 1st-31st 2019		1017.53		250313.48
August 1st 2019	50000			200313.5
August 1st -31st 2019		834.64		
September 1st 2019		834.64		
October 1st 2019		834.64		
November 1st 2019		834.64		
December 1st 2019		834.64		
January 1st 2020		834.64		
February 1st 2020		834.64		
March 1st 2020		834.64		
April 1st 2020		834.64		
May 1st -31st 2020		834.64		
June 1st 2020		Interest 5.5% only		208659.9
June 1st-31st 2020		956.36		Interest of \$834.64 not paid back
July 1st 2020		956.36		
August 1st 2020		956.36		
September 1st 2020		956.36		
October 1st 2020		956.36		
November 1st 2020		956.36		
December 1st-31st 2020		956.36		
January 1st 2021		956.36		



February 1st 2021				956.36			
March 1st 2021				956.36			
April 1st 2021				956.36			
May 1st 2021				956.36			
June 1st 2021				956.36			
July 1st 2021				956.36			
August 1st 2021				956.36			
September 1st 2021				956.36			
October 1st 2021				956.36			
November 1st 2021				956.36			
December 1st -31st 2021				956.36			
January 1st 2022				956.36			
February 1st 2022				956.36			
March 1st 2022				956.36			
April 1st 2022				956.36			
May 1st 2022				956.36			
June 1st 2022				956.36			
July 1st 2022				956.36			
August 1st 2022				956.36			
September 1st 2022				956.36			
October 1st 2022				956.36			
November 1st 2022				956.36			
December 1st -31st 2022				956.36			
January 1st 2023				956.36			
February 1st 2023				956.36			
March 1st 2023				956.36			
April 1st 2023				956.36			
May 1st 2023				956.36			
June 1st 2023				956.36			
July 1st 2023				956.36			
August 1st 2023				956.36			
September 1st 2023				956.36			
October 1st 2023				956.36			
November 1st 2023				956.36			
December 1st -31st 2023				956.36			
January 1st 2024				956.36			
February 1st 2024				956.36			
March 1st 2024				956.36			
April 1st 2024				956.36			
May 1st 2024				956.36			
June 1st 2024				956.36			
				208659.9	Balance due		

# Cowlitz County Assessor's Parcel Search

9/9/2018 4:42 AM

Parcel: 308100100 Site Address: 1955 S HUNTINGTON AVE , CASTLE ROCK 98611

Account: R040256

Owner: MIMIS RENTALS LLC  
Mailing Address: 2278 LARSEN LN SW  
CASTLE ROCK, WA 98611-9202

Jurisdiction: CITY OF CASTLE ROCK

Abbr Property Ref: SUB:CASTLE ROCK OUTLOT BLK:CROL LOT:298, LOT:299 DESC: CR08080 LOT 2 NW1/4 SECT,TWN,RNG:14-9N-2W DESC: B HUNTINGTON DLC Short Plat CR-08080 Fee Number 950322055 PARCEL: 308100100

Neighborhood: 4 - CASTLE ROCK

Tax District: 600 Castle Rock City Limits


Levy Code: 600 = CR-401-LV-#6-C1

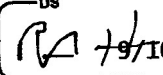
Current Assessed Value	Assess Year	Tax Year	Type	Actual Value	Assess Value	Acres
	2018	2019	LAND	39,450	39,450	1.06
	2017	2018	LAND	37,570	37,570	1.06

Conveyance History:	Reception	Book	Page	Grantor
	3428843			HENSON ROY ALINDA N
	950322055	8	80	
	930521024	1146	1032	HENSON ROY ALINDA N

Property Details: Short Plat/Large Lot #: CR-08080

Photographs:

 9/9/2018 5:17:58 AM PDT

 9/10/2018 1:31:53 PM PDT

**3682681**

05/19/2021 02:00:03 PM Pages: 6 \$108.50

Deed

CHICAGO TITLE VANCOUVER DOWNTOWN-655 W COLUMBIA WAY S  
eRecorded at Cowlitz County, WA

**When recorded return to:**

CT6, LLC  
PO Box 1419  
Battle Ground, WA 98604

\$3,240.00 EXCISE TAX  
AFFIDAVIT NO: 22624  
COWLITZ COUNTY TREASURER  
05/19/2021 DEPUTY JK

Filed for record at the request of:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

655 W. Columbia Way, Suite 200  
Vancouver, WA 98660

Escrow No.: 622-118607

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) The Entrust Group FBO Raymond Alfred Pieren IRA 55-00603

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys, and warrants to CT6, LLC, a Washington limited liability company

the following described real estate, situated in the County of Cowlitz, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

CROL 302, Sections 14 and 23, Township 9 North, Range 2 West and CROL 355A and 10C-2, 30B, Section 23, Township 9 North, Range 2 West

Tax Parcel Number(s): 30813, 308640100, 6143802

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

**STATUTORY WARRANTY DEED**

(continued)

Dated: May 14, 2021

Entrust FBO Raymond Alfred Pieren IRA 55-00603

BY: Matthew Beck  
The Entrust Group

State of \_\_\_\_\_

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  
\_\_\_\_\_, respectively, of **The Entrust**  
Group FBO Raymond Alfred Pieren IRA 55-00603 to be the free and voluntary act of such party for the  
uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

**SEE ATTACHED**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_,  
My appointment expires: \_\_\_\_\_

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


County of Alameda

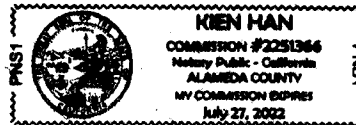
On 05 / 14 / 2021 before me, Kien Han, Notary Public, Notary Public,  
(here insert name and title of the officer)

personally appeared Matthew Beck - Authorized Signer  
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



**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 30813, 308640100 and 6143802**

---

Parcel I:

A tract of land situated in Section 3, 14, and 23, Township 9 North, Range 2 West of the Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

Beginning at a point 2127.95 feet West and 231.22 feet North of the Southeast corner of said Section 14;

Thence North 51° 19' 30" East a distance of 161.44 feet;

Thence North 12° 48' 22" East a distance of 413.75 feet;

Thence East a distance of 270 feet;

Thence South 11° 25' West a distance of 849.2 feet more or less to the Northerly right of way of the County Road;

Thence Northwesterly along said right of way to the point of beginning.

Parcel II:

Those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West, of the Willamette Meridian, Cowlitz County, Washington and of Government Lot 2, Section 23, said Township and Range, described as follows:

Beginning at the Southeast corner of said Section 14;

Thence West a distance of 2158.7 feet;

Thence North a distance of 220.2 feet;

Thence South 87°46'00" West a distance of 300 feet to the true point of beginning;

Thence South 26°14'30" East a distance of 505.1 feet;

Thence North 51°43'00" East a distance of 374.8 feet, more or less, to the Southwesterly right of way line of the County Road;

Thence South 42°52'30" East, along said right of way line, a distance of 40.12 feet;

Thence South 51°43'00" West to a point South 26°01'00" East of 40.49 feet from a point South 26°14'30" East a distance of 505.1 feet from the true point of Beginning;

Thence South 26°01'00" East a distance of 449.21 feet;

Thence South 67°54'30" West a distance of 500 feet;

Thence North 26°01'00" West a distance of 998.2 feet;

Thence North 11°08'00" West to a point from which the true point of beginning bears North 87°46'30" East;

Thence North 87°46'30" East of the True point of beginning.

Excepting therefrom those portions of Government Lot 8, Section 14, Township 9 North, Range 2 West and Government Lot 2, Section 23, Township 9 North, Range 2 West, of the Willamette Meridian, described as follows:

Beginning at the Southeast corner of said Section 14;

Thence West a distance of 2158.7 feet;

Thence North a distance of 220.2 feet;

Thence South 87°46'30" West a distance of 300.0 feet to the true point of beginning;

**EXHIBIT "A"**  
Legal Description  
(continued)

Thence South 26°14'30" East a distance of 530.1 feet;

Thence South 87°50'44" West a distance of 542.94 feet;

Thence North 26°01' 00" West a distance of 388.2 feet;

Thence North 11°08' 00" West to a point from which the true point of beginning bears North 87°46'30" East;

Thence North 87°46'30" East a distance of 500.0 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM a portion of the Northeast quarter and the Southeast quarter of Section 23, Township 9 North, Range 2 West, W.M., Cowlitz County, Washington lying Westerly, Southwesterly, and Southerly of the following described line as shown on that Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143:

Commencing at the North one-sixteenth corner between said Section 23 and Section 24, from which, the Northeast corner of said Section 23 bears North 00°06'15" West 1314.15 feet; thence South 28°33'10" West 767.71 feet to the described said line and being the line of ordinary high water as it existed prior to the eruption of Mt. St. Helens on May 18, 1980 as shown on said records of survey; thence continuing along said line of ordinary high water through the following courses:

Thence Westerly along a curve to the left with a radius of 600.00 feet, from which the radius point bears South 32°11'06" West, through a central angle of 16°20'08" for an arc length of 171.06 feet;

Thence North 75°27'11" West 584.40 feet;

Thence Northwesterly along a curve to the right with a radius of 1000 feet, from which the radius point bears North 14°32'29" East, through a central angle of 23°12'01" for an arc length of 404.92 feet;

Thence North 52°15'10" West 735.92 feet; thence South 73°15'38" West 101.81 feet more or less, to the line of ordinary high water on the left bank of the Cowlitz River as it exists now or may move through natural processes of accretion, erosion or reliction in the future; Thence Northwesterly along said line of ordinary high water on the left bank of the Cowlitz River approximated by the following courses:

North 16°44'22" West 214.12 feet;

North 24°06'10" West 199.43 feet;

North 24°06'10" West 262.41 feet;

North 18°37'32" West 169.80 feet;

North 12°35'16" West 116.81 feet, more or less, to the terminus of Said Line, from which a 5/8 inch x 24 inch rebar with a yellow plastic cap marked LS 10997 was found as noted on said Record of Survey recorded August 2, 2017 in Book 36 of Surveys at page 143, bears North 87°50'44" East 105.62 feet.

**EXHIBIT "B"**  
Exceptions

1. Taxes and Assessments as they become due and payable.
2. Assessments, if any, levied by The City of Castle Rock.
3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Northwestern Long Distance Telephone Co.  
Purpose: telephone and telegraph lines  
Recording Date: September 22, 1908  
Recording No.: Volume 27, Page 489
4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: State of Washington Department of Game  
Purpose: to permit and allow the free and unrestricted passage over and use of said stream bank property by sport fishermen in order to fish in the Cowlitz River  
Recording Date: December 23, 1958  
Recording No.: 497370
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:  
  
Granted to: Cowlitz County  
Purpose: School bus turn around  
Recording Date: December 29, 1965  
Recording No.: 620999
6. Reservations contained in the Deed:  
  
Grantor: Ivy M. Larsen, a single woman  
Recording Date: July 11, 1957  
Recording No.: 474558
7. Easements as disclosed on record of survey  
  
Recording Date: September 5, 1996  
Recording No.: Volume 15, Pages 163 and 164
8. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.
9. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.