



Skamania County

Community Development Department

Building/Fire Marshal ♦ Environmental Health ♦ Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

ADMINISTRATIVE DECISION

Applicant/Owner: Greg and Debbie Gifford, 2072 Belle Center Road, Washougal

SHORT PLAT NAME: Gifford Short Plat

FILE NUMBER: SP-20-04

LOCATION: 2072 Belle Center Road, located in the SW ¼ of the SW ¼ of Section 5, Township 1N, Rang 5E, W.M. in Skamania County, WA.

PARCEL # 01-05-05-0-0-0601-00 – The public notices mailed on September 9, 2020 referenced an incorrect parcel number. All other information included in the notice was correct and all other notices contained the correct parcel number listed here.

ZONING: West End Rural Lands 2 (WE-RL2)

DESCRIPTION: The proposal (Gifford Short Plat) is for a two lot Short Plat of approximately 5 acres. Lot 1 will be 3 acres and Lot 2 will be 2 acres. Lot 1 contains an existing single-family dwelling, shop, outbuilding and a well house. Each of the proposed lots will use onsite septic systems and a shared private exempt well. Lot 1 proposes to access off of its existing access on Hajek Road, a private road. Hajek Road is accessed from Belle Center Road at approximately milepost 2. The published notice stated that the proposed access for lot 2 was an existing access from Belle Center Road. The applicant may be able to use that access. The Skamania County Private Road Standard shall be met in order to access the new lot from Hajek Road.

Any person opposed to, or aggrieved by the approval of this short plat may appeal the decision to the Hearing Examiner within fourteen (14) days following issuance of this notice. Documents are available for examination during regular business hours at Skamania County Department of Planning and Community Development, Courthouse Annex, Room P-11, 170 NW Vancouver Avenue, Stevenson, WA, telephone number (509) 427-3900.

It is a violation of Skamania County Code 17.64.230 to transfer, lease, or sell any lot or lots within a short plat until the recording of short plat at the Skamania County Auditor's Office is completed. Violation of these regulations is a gross misdemeanor.

CONDITIONS OF APPROVAL:

After reviewing the above referenced short plat, this office finds that with the following conditions, the short plat, as submitted on July 1, 2020, complies with the Skamania County Short Plat Ordinance, the Skamania County Zoning Ordinance, and the intent of the comprehensive plan. *Provided the following requirements, including those of the Public Works Department, and the Environmental Health Division are satisfied within six (6) months from the date of this decision, the short plat is approved and will record.*

1. Property Taxes:
 - a. According to Skamania County Code 17.64.125(A), receipt of full payment of all current and payable property taxes to Skamania County Treasurer before the recording of any final short plat map. Per our review, a balance of \$2,359.04 is owed for the second half of 2020. This balance must be paid prior to recording of the short plat.
2. Recording Fees
 - a. According to Skamania County Code Chapter 17.64.125(B), the short plat applicant/owner pays all recording fees at the time the short plat is ready to record. The current recording fees for the short plat itself are \$187.50 for the first page and \$5.00 for each additional page. Fees for recording road maintenance agreements or other documents will be additional. Submit all recording fees to **Skamania** County Community Development Department with your final Mylar, payable to Skamania County Auditor.
3. Title Report:
 - a. WAC 332-130-050 requires the notarized signature of the vested owner(s) before the short plat is able to record. The Title Company (Subdivision Guarantee) lists **Greg D. and Debbie G. Gifford** as vested owner(s). The notarized signature(s) of **Greg D. and Debbie G. Gifford** are required to sign the short plat Mylar as they appear on the Title Report before the recording of the final short plat drawing. **all signatures shall be in black permanent ink; ballpoint pen is not acceptable.**
 - b. The current title report on file has an effective date of **May 20, 2020.** Skamania County Code Section 17.64.090 requires that Title Reports are no more than 2 months old at the time of the recording. Please submit an updated title report to the Community Development Department prior to recording the short plat Mylar with an effective date not more than 2 months old. If any new matters of record are listed in the update title report, those matters of record may need to be shown on the Short Plat Mylar.
 - c. Skamania County has issued a SEPA Mitigated Determination of Non-significance (MDNS) for the subject parcel for the proposed short plat. All mitigations provided within the MDNS must be followed during development of the short plat. A copy of the SEPA MDNS has been attached to this administrative decision.

The Department of Ecology submitted comments on the mitigated determination of non-significance issued by Skamania County. The

comment letter is provided as an attachment to this administrative decision.

4. Potable Water
 - a. The applicant has proposed to use a shared well for the benefit of Lot 1 and Lot 2.
 - b. The applicant has submitted a Water Availability Verification application which is currently under review. The applicant shall finalize the W.A.V. with the Community Development Department prior to recording the proposed short plat.
 - c. A note shall be placed on the short plat replacing Note 6 pertaining to the Cedar Short Plat. The note shall state that "Lots 1 and 2 of the Gifford are served by a shared well."
5. On-Site Septic System:
 - a. The applicant is proposing individual onsite sewage septic systems for Lots 1 and 2.
 - b. The applicant Land Division Septic Application under LDS-20-02 is still pending review by the Skamania County Environmental Health Specialist. The Land Division Septic Application must be finalized prior to recording.

Short Plat Drawing Changes: (to be completed by your surveyor)

The following conditions of approval require changes to the short plat drawing; these changes must be completed by your Surveyor.

Environmental Health requires the following:

6. Show the location of test pits on Lots 1, 2 and 3 on the proposed plat map.
7. Show the locations of drinking water wells as well as the Ecology Well Identification tag number on the plat map.
8. Add the following notes to the Short Plat map:

The following notes shall be placed on the short plat drawing in addition to the notes existing:

- 1) Add the following notes to the Short Plat map:
 - a. *Each of the lots within the [Gifford] Short Plat meets the minimum acceptable standards for siting an onsite sewage disposal system in the referenced test pit locations. Any changes to the site and/or conditions of approval may void this evaluation and approval. A satisfactory site evaluation does not constitute an indefinite approval for a sewage disposal system.*
 - b. *The approved initial, reserve, and/or existing sewage system sites on Lot 1 shall be protected from damage due to development. These sites shall be maintained so they are free from encroachment by buildings, roads, and other structures. These areas shall not be covered by any impervious material and not be subject to vehicular traffic or other activity which would adversely affect the soil. Lot 4 has not been evaluated for septic suitability as it does not meet the lot ratio requirements for development as required in 17.4.155 (C).*
 - c. *Lot(s) 1 and 2 are served by a shared well.*

- d. *All new driveways and approaches shall meet the standards in the Skamania County Private Road Manual.*
- e. *The subject parcel shall not be subdivided for a period of five years unless a final (long) plat is filed pursuant to Skamania County Code, Title 17, Subdivision, Chapter 17.04 through 17.60 inclusive;*

Skamania County Department of Public Works requires the following:
(Please Note that your surveyor must complete the changes to the Short Plat Mylar.)

9. Plat Map

- a. The two-lot short plat map has been reviewed.
- b. Any data and dimension changes that may occur prior to final map signatures shall be coordinated with the County Engineer.
- c. The project surveyor shall submit the survey data and closure certification sheets meeting regulatory surveying standards to the County Engineer.
- d. All monuments must be set prior to final signatures on the map. Owner/surveyor shall schedule survey monument inspection with County Engineer office to field verify installation.
- e. Should the final draft of the map add/change any additional topographic features, all legend symbols shall match map details prior to final signatures.

10. Engineering Review

Below are the engineering comments for the review of the Gifford Short Plat

- a. Please find attached red line edits for the short plat. Complete red line edits and work with the county engineering department on finalization of the short plat including verification of monuments and lot closures.
 - i. As stated on Sheet 2 of 2, the county Auditor has requested that signature blocks appear on Sheet 1 of any plats presented for recording. Please renumber the sheets to reflect this change. Any associated notes referencing sheets to reflect the change as well.
 - ii. Remove note 3 from Sheet 2.
 - iii. Change the name Cedar to Gifford in Note 4 referencing the appropriate short plat.
 - iv. Remove Note 6 and replace with "Lot 1 and 2 are served by a shared well."
 - v. Remove Note 7 from Sheet 2.
 - vi. Remove Note 11 from Sheet 2.
 - vii. Remove Note 12 from Sheet 2.
 - viii. Please explain the monument information number 654 located in the southeast corner of Lot 2 on the plat map. Staff was unable to locate this reference.

11. Roadways/Access

- a. The applicant proposes to access Lot 1 and 2 from Hajek Road. The parcel has had access from Hajek Road since at least 1998 when the existing residence was developed. There has been contention over access to this new lot by the original developer of the private road due to the lack of a road maintenance agreement by lots accessing this road despite the road being located in part on the applicants property. Review of available recorded documents show a 60-foot

wide easement centered on the eastern boundary of the applicants property and the neighboring properties to the east contain Hajek Road. The available information on the easement shows that it is nonexclusive for ingress, egress and utilities.

While not required, within the Skamania County Private Road Standards adopted under Ordinance 2008-1 on page 11, road maintenance agreements are encouraged to support ongoing maintenance of existing roads. Skamania County bears no responsibility for the ongoing maintenance of private roads. While not a requirement, Skamania County encourages property owners to develop a road maintenance agreement for ongoing maintenance of Hajek Road.

- b. The creation of Lot 2 would change Hajek Road from a Category 3 road to a Category 4 road as 11 total lots could be accessed from the road. As stated in Appendix I – Minimum Design Standards, the applicant shall demonstrate that the current configuration of Hajek Road meets the Minimum Design standards up to the proposed access point of Lot 2, or improve the driving surface to meet the requirements of a category 4 road prior to recording.
- c. As an alternative to improving Hajek Road, the applicant may maintain the existing approach at 2072 Belle Center Road.

12. Final approval of the plat map requires addressing all the above comments.

Please note: The Skamania County Community Development Department will not record this proposed short plat until all requirements listed above have been completed, and any and all necessary evidence needed to show that the requirements have been complied with have been presented to the Community Development Department by the applicant. It is not the responsibility of the Skamania County Community Development Department to complete the items necessary to record the short plat for the applicant.

No changes other than those noted above are to be made on the face of the short plat Mylar. In the event that meeting the conditions listed here requires changes to the face of the short plat mylar that were not included in the list of required changes, the revised short plat will be reviewed as a new short plat and a new Administrative Decision will be issued, with a new 14-day appeal period. The original drawing of the short plat should be revised and submitted back to this office as soon as possible for recording. If the applicant makes changes to the short plat drawing after a conditional approval was issued, but prior to recording of the Mylar, a \$425.00 re-review fee will be charged each time the short plat drawing is changed by the applicant.

Approval of this request does not exempt the applicant or successors in interest from compliance with all other applicable local, state, and federal laws.

If you have any questions, please do not hesitate to contact this office.

Date: [October 12, 2020](#)



Andrew Lembrick, Land Use Planner

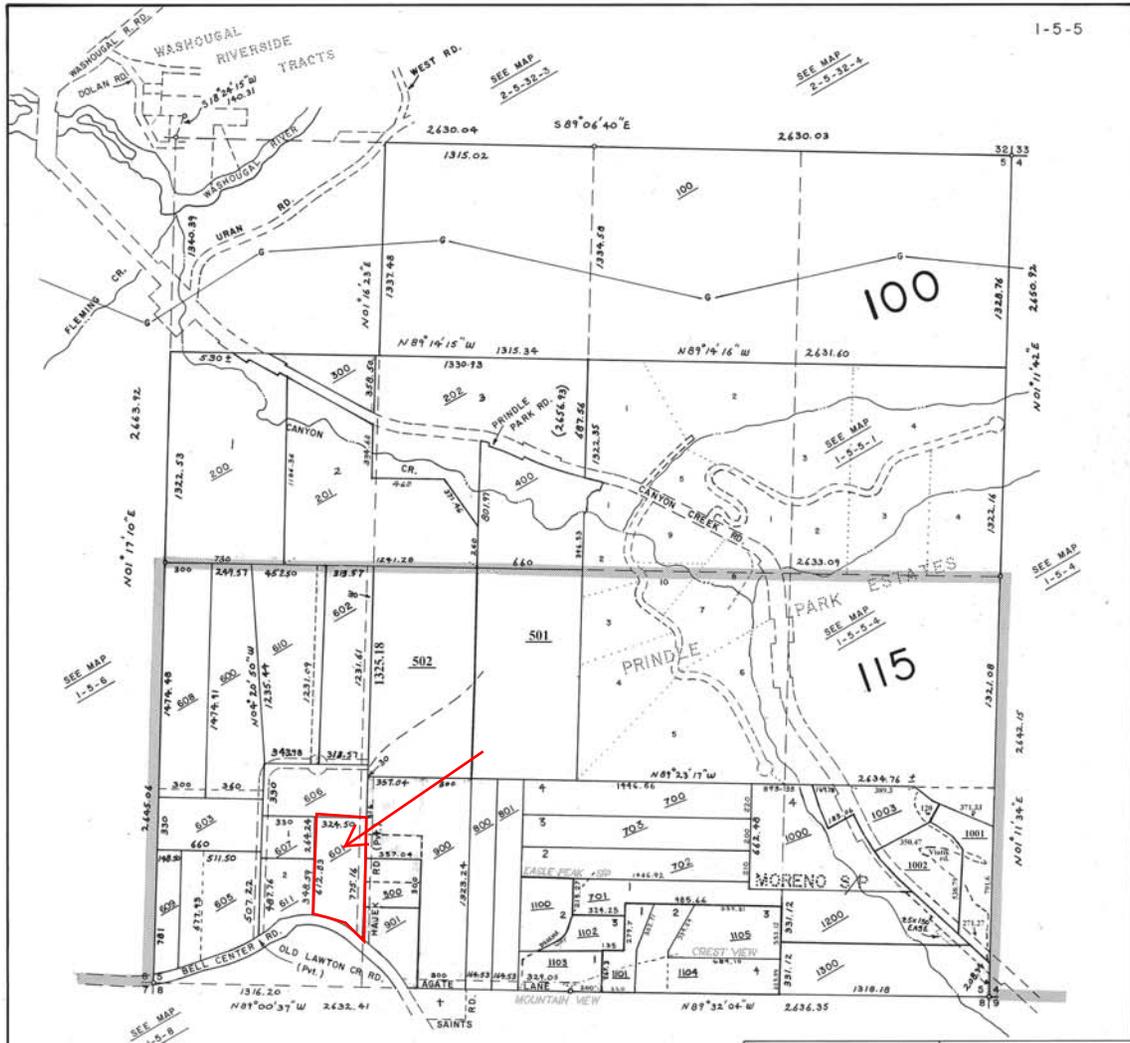
APPEALS

This Administrative Decision shall be final unless reversed or modified on appeal. Any person aggrieved by the decision of the Administrator to approve or disapprove a proposed short plat may appeal the decision to the Hearing Examiner within fourteen (14) days following issuance of the decision. The Hearing Examiner, following a public hearing thereon, may affirm or reverse the Department's decision, or may remand the application to the Community Development Department for further review. Notice of Appeal forms are available at the Community Development Department office and must be accompanied by a \$2,450.00 non-refundable filing fee, mailing list, and certificate of mailing upon submittal. All appeals must be commenced, in writing, within the appeal period and be received at the Community Development Department on or before 5:30 p.m.

The final determination of the Environmental Threshold Determination related to this underlying government action can be appealed to a court of competent jurisdiction, along with the underlying government action, only by the parties with standing to the Environmental Threshold Determination. If the underlying government action was exempt from SEPA review, this section does not apply.

Copies of this Administrative Decision were mailed to:

- Persons submitting written comments in a timely manner

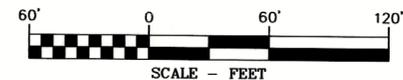


NOT A LEGAL SURVEY
ASSESSORS USE ONLY

SKAMANIA COUNTY ASSESSOR	SKAMANIA COUNTY WASHINGTON Scale: 1" = 400' REVISION 01/2009	SECTION SEC. 5 T. 1 N., R. 5 E.W.M. 1-5-5
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GIFFORD SHORT PLAT

LOCATED IN THE SW 1/4, SW 1/4, SECTION 5, T. 1N., R. 5E., W.M.
SKAMANIA COUNTY, STATE OF WASHINGTON



BASIS OF BEARINGS

THE BASIS OF BEARING WAS ESTABLISHED ON THE CENTERLINE OF HAJEK ROAD, N 00°41'40" E, AS SHOWN ON R.O.S. BOOK 3, PAGE 224.

LEGEND

- SET 5/8" X 30" REBAR WITH 1 1/4" RED PLASTIC CAP (KA OR58608 WA 44349)
- FOUND MONUMENT, AS NOTED IN MONUMENT INFORMATION
- COMPUTED ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- R.O.S. RECORD OF SURVEY
- A.F.N. AUDITOR'S FILE NUMBER
- R1 RECORD DATA PER RECORD OF SURVEY NO.
- FD FOUND DATA
- x FENCE LINE
- s SEWER LINE
- TP TEST PITS

REFERENCED DEEDS

STATUTORY WARRANTY DEED, A.F.N. NO. 2019-002569
REAL ESTATE CONTRACT NO. 71932, BOOK 61, PAGE 616
REAL ESTATE CONTRACT NO. 76481, BOOK 65, PAGE 594, 595

REFERENCED SURVEYS

- R1. SURVEY PERFORMED BY HAGEDORN, INC. FOR WILLIAM WARD. RECORDED DECEMBER 17, 1973 IN BOOK 1, PAGE 6
- R2. ECONOMIDES SHORT PLAT BY TRANTOW SURVEYING, PLS. RECORDED NOVEMBER 29, 1993 IN BOOK 3, PAGE 232.
- R3. CEDAR SHORT PLAT, PERFORMED BY KLEIN AND ASSOCIATES, INC. FOR DON CAIN, RECORDED NOVEMBER 21, 2018 IN A.F.N. 2018002313
- R4. SURVEY PERFORMED BY TRANTOW SURVEYING, INC. FOR DON CAIN, RECORDED DECEMBER 24, 2001 IN BOOK 3, PAGE 415, A.F.N. 143260
- R5. SURVEY PERFORMED BY TRANTOW SURVEYING, INC. FOR DON CAIN, RECORDED MAY 14, 1996 IN BOOK 3, PAGE 224, A.F.N. 125248

AREA NOTE:

PARCEL	ORIGINAL AREA	NEW AREA
PARCEL NO. 01050500060100		
LOT 1	4.98 ACRES	2.98 ACRES
LOT 2		2.00 ACRES

LEGAL DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE NORTH 00°46'52" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER 834.82 FEET; THENCE SOUTH 89°13'08" EAST, 660 FEET; THENCE NORTH 00°46'52" EAST 244.79 FEET; THENCE SOUTH 89°13'35" EAST, 298.88 FEET TO THE TRUE POINT OF BEGINNING. THENCE SOUTH 00°46'52" WEST PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER 612.78 FEET TO THE NORTH RIGHT-OF-WAY OF THE BELLE CENTER ROAD; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 348.3 FOOT RADIUS CURVE TO THE RIGHT, (THE INCOMING TANGENT OF WHICH IS SOUTH 89°45'52" EAST) FOR AN ARC DISTANCE OF 209.91 FEET; THENCE SOUTH 50°30'17" EAST, 163.93 FEET MORE OR LESS TO THE EAST LINE OF THE SAID WEST HALF OF THE SOUTHWEST QUARTER; THENCE NORTHERLY ALONG SAID EAST LINE 775.15 FEET, MORE OR LESS TO A POINT SOUTH 89°17'02" EAST OF THE TRUE POINT OF BEGINNING; THENCE NORTH 89°17'02" WEST, 324.50 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS ____ DAY OF _____, 2020 IN BOOK ____ OF SURVEYS PAGE ____ AT THE REQUEST OF LEONIDES J. SANDOVAL, REGISTERED LAND SURVEYOR, NO. 44349.

AUDITOR FILE NUMBER _____
DEPUTY AUDITOR _____ DATE _____



Klein & Associates, Inc.
ENGINEERING • SURVEYING • PLANNING
1411 13th Street • Hood River, OR 97031
TEL: 541-386-3322 • FAX: 541-386-2515

SHEET 1 OF 2
WILLAMETTE MERIDIAN
SKAMANIA COUNTY, WASHINGTON

1/4 SEC	T.	R.
5	1N.	5E.

FOR REVIEW
PLOTTED: 6/26/2020
SAVED: 6/26/2020

MONUMENT INFORMATION

- (650) (652) (653) FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP, MARKED "HAGEDORN PLS 9579" PER SURVEY, RECORDED IN BOOK 1, PAGE 6.
- (653) FOUND 5/8" REBAR WITHOUT CAP, PER SURVEY, RECORDED IN BOOK 1, PAGE 6.
- (651) FOUND 5/8" REBAR WITH RED PLASTIC CAP, MARKED "TRANTOW PLS 15673, PER SURVEY, RECORDED IN BOOK 3, OF SHORT PLATS PAGE 232.
- (267) (268) FOUND 5/8" REBAR WITH RED PLASTIC CAP, MARKED "TRANTOW PLS 15673, PER SURVEY, RECORDED IN BOOK 3, OF SHORT PLATS PAGE 224.
- (263) (265) FOUND 5/8" REBAR WITH RED PLASTIC CAP, MARKED "TRANTOW PLS 15673, PER SURVEY, RECORDED IN BOOK 3, OF SHORT PLATS PAGE 415.
- (269) FOUND 5/8" REBAR WITH RED PLASTIC CAP, MARKED "TRANTOW PLS 15673, PER SURVEY, RECORDED IN BOOK 3, OF SHORT PLATS PAGE 415.

***** ALL MONUMENTS TIED BETWEEN APRIL 23, 2018 AND JUNE 3, 2020

OWNER

GREG & DEBBIE GIFFORD

SURVEY PERFORMED FOR:
GREG GIFFORD
DATE OF MONUMENT: MAY ---, 2020
PROJECT: 20-05-13 DRAFT: GD
FILE: 200513-SP.DWG LAYOUT TAB: SKAMANIA SP(2)

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.

DETAIL
1" = 10'

Please explain this referenced 654

GIFFORD SHORT PLAT

LOCATED IN THE SW 1/4, SW 1/4, SECTION 5, T. 1N., R. 5E., W.M.
SKAMANIA COUNTY, STATE OF WASHINGTON

Signature page and blocks should be on Page 1 of Short Plat Drawing per county auditor.

EASEMENT OF RECORD

PER SUBDIVISION GUARANTEE
ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY
GUARANTEE NO.: 5003353-0002801E
REFERENCE FILE NO.: S20-0394KM
DATED: MAY 20, 2020

EXCEPTIONS:

- EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED : JUNE 4, 1912
BOOK : N
PAGE : 594
AS SHOWN ON SHEET 1 OF 2
- EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED : APRIL 7, 1970
BOOK : 61
PAGE : 616
AS SHOWN ON SHEET 1 OF 2
- EASEMENT, INCLUDING THE TERMS AND PROVISIONS THEREOF:
RECORDED : AUGUST 15, 1973
BOOK : 65
PAGE : 594
AS SHOWN ON SHEET 1 OF 2

NOTES:

- THIS SHORT PLAT IS LOCATED IN AN AREA MANAGED FOR TIMBER PRODUCTION AND/OR AGRICULTURAL PURPOSES. MANAGEMENT OF THESE RESOURCES MAY INCLUDE, BUT NOT BE LIMITED TO ACTIVITIES SUCH AS SITE PREPARATION, TREE PLANTING, USE OF HERBICIDES/PESTICIDES, THINNING AND CLEAR-CUTTING OF TIMBER, SLASH BURNING, HEAVY EQUIPMENT OPERATION AND ASSOCIATED NOISE AND ODOR. LIVESTOCK GRAZING AND OTHER AGRICULTURAL ACTIVITIES MAY ALSO OCCUR. THE PURCHASE OF PROPERTY WITHIN THIS SHORT PLAT IS HEREBY ON NOTICE THAT THESE USES AND ASSOCIATED ACTIVITIES WILL OCCUR OR ADJACENT AND NEARBY PROPERTIES. SUCH USES SHALL NOT BE CONSIDERED A PUBLIC NUISANCE IF CONDUCTED CONSISTENT WITH STANDARD AND ACCUSTOMED FARM AND FOREST PRACTICES.
- LAND WITHIN THIS SHORT SUBDIVISION SHALL NOT BE FURTHER SUBDIVIDED FOR A PERIOD OF 5 YEARS, UNLESS A FINAL (LONG) PLAT IS FILED PURSUANT TO SKAMANIA COUNTY CODE, TITLE 17, SUBDIVISION, CHAPTER 17.04 THROUGH 17.60 INCLUSIVE.
- ~~ALL NEW DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE WATER RESOURCES SETBACKS. FUTURE DEVELOPMENT MAY BE IMPACTED BY CHANGES TO REGULATIONS CONCERNING WATER SOURCES. DEVELOPERS ARE URGED TO CONTACT SKAMANIA COUNTY PLANNING DEPARTMENT REGARDING CURRENT REGULATIONS. NO PORTION OF ANY STRUCTURE, INCLUDING EAVES, OVERHANGS, DECKS AND PORCHES, OR ANY DISTURBANCE, INCLUDING MOWING, GRADING OR CLEARING SHALL BE ALLOWED WITHIN THE STREAM/CREEK OR ITS BUFFER. CONTACT SKAMANIA COUNTY PLANNING DEPARTMENT FOR CURRENT RESTRICTION REGARDING THE BUFFER WIDTHS.~~
- EACH OF THE LOTS WITHIN THE ^{Gifford} ~~GEDAR~~ SHORT PLAT MEETS THE MINIMUM ACCEPTABLE STANDARDS FOR SITING AN ONSITE SEWAGE DISPOSAL SYSTEM IN THE REFERENCED TEST PIT LOCATIONS. ANY CHANGES TO THE SITE AND/OR CONDITIONS OF APPROVAL MAY VOID THIS EVALUATION AND APPROVAL. A SATISFACTORY SITE EVALUATION DOES NOT CONSTITUTE AN INDEFINITE APPROVAL FOR A SEWAGE DISPOSAL SYSTEM.
- THE APPROVED INITIAL, RESERVE AND/OR EXISTING SEWAGE SYSTEM SITES SHALL BE PROTECTED FROM DAMAGE DUE TO DEVELOPMENT. THESE SITES SHALL BE MAINTAINED SO THEY ARE FREE FROM ENCROACHMENT BY BUILDINGS, ROADS, AND OTHER STRUCTURES. THESE AREAS SHALL NOT BE COVERED BY ANY IMPERVIOUS MATERIAL AND NOT BE SUBJECT TO VEHICULAR TRAFFIC OR OTHER ACTIVITY WHICH WOULD ADVERSELY AFFECT THE SOIL.
- ~~A GROUND WATER STUDY COMPILED BY A HYDROLOGIST, LICENSED IN THE STATE OF WASHINGTON, CONCLUDED THAT BASED ON ANALYTICAL RESULTS, THERE IS SUFFICIENT QUANTITY AND QUALITY OF WATER AVAILABLE TO SERVE THE LOTS IN THE CEDAR SHORT PLAT. HOWEVER, NO WELLS OR OTHER WATER SOURCES HAVE BEEN CONSTRUCTED OR APPROVED WITH THIS SHORT PLAT.~~
- ~~AN APPROVED STORMWATER MANAGEMENT PLAN IS ON FILE WITH THE COMMUNITY DEVELOPMENT DEPARTMENT. IT IS THE LANDOWNER(S) RESPONSIBILITY TO ENSURE COMPLIANCE WITH THE APPROVED STORMWATER MANAGEMENT PLAN.~~
- WARNING: PURCHASERS OF A LOT, OR LOTS IN THIS PLAT ARE ADVISED THAT THE LOT, OR LOTS, IN THIS PLAT ARE SERVICED BY PRIVATE ROADS. PRIVATE ROADS ARE NOT MAINTAINED BY SKAMANIA COUNTY. LOT OWNERS WITHIN THIS PLAT MUST PAY FOR THE MAINTENANCE OF THE PRIVATE ROADS SERVING THIS PLAT, INCLUDING GRADING, DRAINAGE, SNOWPLOWING, ETC. THE CONDITION OF THE PRIVATE ROAD MAY AFFECT SUBSEQUENT ATTEMPTS TO DIVIDE YOUR LOT, OR LOTS. PRIVATE ROADS MUST COMPLY WITH SKAMANIA COUNTY PRIVATE ROAD REQUIREMENTS. (ORD. 1980-0Z 56.20)
- ALL NEW DRIVEWAYS AND APPROACHES SHALL MEET THE STANDARDS IN THE SKAMANIA COUNTY PRIVATE ROAD MANUAL.
- NOTICE: THIS SITE LIES WITHIN AN EROSION HAZARD AREA. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST. FOR MORE INFORMATION CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT.
- ~~NOTICE: THIS SITE LIES WITHIN AN LANDSLIDE HAZARD AREA. RESTRICTIONS ON USE OR ALTERATION OF THE SITE MAY EXIST. FOR MORE INFORMATION CONTACT THE SKAMANIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT.~~
- ~~ALL NEW DEVELOPMENT SHALL COMPLY WITH THE APPLICABLE WATER RESOURCE RIPARIAN BUFFERS. IMPACT ON FUTURE DEVELOPMENT IS POSSIBLE DUE BY CHANGES IN REGULATIONS CONCERNING WATER RESOURCES. DEVELOPERS ARE ENCOURAGED TO CONTACT SKAMANIA COUNTY COMMUNITY DEVELOPMENT DEPARTMENT AT TIME OF DEVELOPMENT FOR CURRENT REGULATIONS ON WATER RESOURCE PROTECTION. RIPARIAN BUFFERS ARE NO-TOUCH BUFFERS. ANY DISTURBANCE ACTIVITIES, INCLUDING BUT NOT LIMITED TO MOWING, GRADING, OR CLEARING IS PROHIBITED WITHIN ANY WATER RESOURCE AND THEIR PROTECTED RIPARIAN BUFFERS.~~
- NOTICE: THE GIFFORD SHORT PLAT LIES IN A VERY HIGH-RISK AREA OF ARCHAEOLOGICAL SIGNIFICANCE. IN THE EVENT OF AN INADVERTENT DISCOVERY OF POTENTIALLY SIGNIFICANT ARCHAEOLOGICAL MATERIALS (BONES, SHELL, STONE TOOLS, HEARTHES, ETC.) AND/OR HUMAN REMAINS DURING CONSTRUCTION ACTIVITIES, ALL WORK IN THE IMMEDIATE AREA SHALL CEASE, THE AREA SECURED, AND THE DISCOVERY SHALL BE REPORTED TO WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION (DAHP) AND ALL RELEVANT ENFORCEMENT, THE COUNTY MEDICAL EXAMINER, STATE PHYSICAL ANTHROPOLOGIST AT DAHP, ALL RELEVANT NATIVE AMERICAN TRIBES AND THE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE CONTACTED IMMEDIATELY.

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO SHORT PLAT THAT CERTAIN TRACT OF LAND DESCRIBED IN SUBDIVISION GUARANTEE NO. S20-0394KM, INTO TWO LOTS. THE BASIS FOR THIS SHORT PLAT IS A SURVEY PERFORMED BY HAGEDORN, INC. RECORDED IN BOOK 1 OF SURVEYS, PAGE 6, A.F.N. 125248.

ORIGINAL MONUMENTATION FROM BOOK 1, PAGE 6 WAS RECOVERED AND HELD FOR THE WEST LINE AND NORTH LINE. MONUMENTS SET BY TRANTOW WERE FOUND AND HELD FOR THE EAST LINE. THE NORTHERLY RIGHT OF WAY OF BELLE-CENTER ROAD WAS ESTABLISHED BY HOLDING DEED CALLS FROM THE SOUTHWEST CORNER OF THIS TRACT FOR THE CURVED SECTION OF THE RIGHT OF WAY. THE CENTERLINE OF THE TRAVELED WAY WAS SURVEYED AND OFFSET TO THE NORTH, AND MATCHED THE DEED POSITION VERY CLOSELY. FROM THE END OF THE CURVE A STRAIGHT LINE WAS HELD TO A FOUND MONUMENT ESTABLISHED IN SAID HAGEDORN SURVEY THEN EXTENDED TO THE EAST LINE OF SAID TRACT.

PROCEDURES

A CLOSED LOOP TRAVERSE WAS PERFORMED USING A TRIMBLE S6 TOTAL STATION AND A TRIMBLE TSC 3 DATA COLLECTOR. ADJUSTED BY COMPASS RULE, MEETS MINIMUM STANDARDS AS DESIGNATED IN WAC 332-130-090

DEDICATION

WE, GREG AND DEBBIE GIFFORD, THE OWNERS OF THE HEREIN SHOWN TRACT OF LAND, HEREBY DECLARE AND CERTIFY THIS SHORT PLAT TO BE TRUE AND CORRECT TO THE BEST OF OUR ABILITY AND THAT THIS SHORT SUBDIVISION HAS BEEN MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRE. FURTHER, WE DEDICATE ALL ROADS AS SHOWN, NOT NOTED AS PRIVATE, AND WAIVE ALL CLAIMS FOR DAMAGES AGAINST ANY GOVERNMENT AGENCY ARISING FROM THE CONSTRUCTION AND MAINTENANCE OF SAID ROADS. FURTHERMORE, WE GRANT ALL EASEMENT SHOWN FOR THEIR DESIGNATED PURPOSE.

GREG GIFFORD DATE

DEBBIE GIFFORD DATE

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST WRITTEN. DATED THIS ____ DAY OF _____, 2020

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING IN

APPROVALS

WATER SUPPLY METHODS AND SANITARY SEWER DISPOSAL/ ON-SITE SEWAGE DISPOSAL SYSTEMS CONTEMPLATED FOR USE IN THIS SHORT SUBDIVISION CONFORM WITH CURRENT STANDARDS. (SHORT PLAT ORD. 17.64.100(C) (1) AND (2)).

LOCAL HEALTH JURISDICTION DATE

I, _____, COUNTY ENGINEER OF SKAMANIA COUNTY, WASHINGTON, CERTIFY THAT THIS PLAT MEETS CURRENT SKAMANIA COUNTY SURVEY REQUIREMENTS; CERTIFY THAT ANY ROADS AND/OR BRIDGES, DEVELOPED IN CONJUNCTION WITH THE APPROVED PLAN, MEET CURRENT SKAMANIA COUNTY DEVELOPMENT STANDARD FOR ROADS; CERTIFY THAT THE CONSTRUCTION OF ANY STRUCTURES, REQUIRED FOR AND PRIOR TO FINAL APPROVAL, MEETS STANDARD ENGINEERING SPECIFICATIONS; APPROVE THE LAYOUT OF ROADS AND EASEMENTS; AND APPROVE THE ROAD NAME (S) AND NUMBER (S) OF SUCH ROADS.

COUNTY ENGINEER DATE

ALL TAXES AND ASSESSMENTS ON PROPERTY INVOLVED WITH THIS SHORT PLAT HAVE BEEN PAID, DISCHARGED, OR SATISFIED THROUGH _____ FOR TAX PARCEL NUMBER 01-05-05-0-0-0601-00

SKAMANIA COUNTY TREASURER DATE

THE LAYOUT OF THIS SHORT PLAT COMPLIES WITH SKAMANIA COUNTY CODE, CHAPTER 17.64 - SHORT PLATS AND SHORT SUBDIVISIONS, REQUIREMENTS, AND THE SHORT PLAT IS APPROVED SUBJECT TO RECORDING IN THE SKAMANIA COUNTY AUDITORS OFFICE.

COUNTY PLANNING DEPARTMENT DATE

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF GREG GIFFORD, MAY 2020

LEONIDES J. SANDOVAL
PROFESSIONAL LAND SURVEYOR PLS. NO. 44349

RECORDING

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED FOR RECORD AT THE REQUEST OF _____ THIS ____ DAY OF _____, 2020, AT _____ M AND RECORDED IN VOLUME _____ OF SHORT PLATS, PAGE _____ RECORDS OF SKAMANIA COUNTY, WASHINGTON.

AUDITORS FILE NO. _____

RECORDER OF SKAMANIA COUNTY, WASHINGTON

COUNTY AUDITOR

FOR REVIEW

PLOTTED: 6/26/2020
SAVED: 6/26/2020

KA
Klein & Associates, Inc.
ENGINEERING • SURVEYING • PLANNING
1411 13th Street • Hood River, OR 97031
TEL: 541-386-3322 • FAX: 541-386-2515



SHEET 2 OF 2
WILLAMETTE MERIDIAN
SKAMANIA COUNTY, WASHINGTON

1/4 SEC T. R.

5 1N. 5E.

SURVEY PERFORMED FOR:
GREG GIFFORD
DATE OF MONUMENT: MAY --, 2020
PROJECT: 20-05-13 DRAFT: GD
FILE: 200513-SP.DWG LAYOUT TAB: SKAMANIA SP(2)

OWNER
GREG & DEBBIE GIFFORD

KLEIN & ASSOCIATES, MAKES NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE, ADVERSE POSSESSION, ESTOPPEL, ACQUIESCENCE.



Skamania County

Community Development Department

Building/Fire Marshal • Environmental Health • Planning

Skamania County Courthouse Annex

Post Office Box 1009

Stevenson, Washington 98648

Phone: 509-427-3900 Inspection Line: 509-427-3922

STATE ENVIRONMENTAL POLICY ACT

MITIGATED DETERMINATION OF NONSIGNIFICANCE

FILE NUMBER:	SEP-20-09
DESCRIPTION OF PROPOSAL:	The proposal (Gifford Short Plat) is for a two lot Short Plat of approximately 5 acres. Lot 1 will be 3 acres and Lot 2 will be 2 acres. Lot 1 contains an existing single-family dwelling, shop, outbuilding and a well house.. Each of the proposed lots will use onsite septic systems and private individual wells. Each of the lots are proposed to access off of Hajek Road, a private road. Hajek Road is accessed from Bell Center Road at approximately milepost 2.
LOCATION:	2072 Belle Center Road, located in the SW ¼ of the SW ¼ of Section 5, Township 1N, Rang 5E, W.M. in Skamania County, WA.
PARCEL NO.:	01-05-05-0-0-0601-00
PROPONENT:	Greg and Debbie Gifford

The lead agency has determined that this proposal will not have a probable significant adverse impact on the environment. Pursuant to WAC 197-11-350(3), the proposal has been clarified, changed, and conditioned to include necessary mitigation measures to avoid, minimize or compensate for probable significant impacts. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

The necessary mitigation measures are listed below:

1. Dust suppression techniques are a requirement in order to prevent dust from entering nearby and adjacent residentially used properties at all times until the project is complete. If the dust-suppression technique is the use of water, requirements to ensure that the watering does not cause erosion and offsite discharge of sediment-laden water needs to be followed. Information about dust suppression techniques can be found in Department of Ecology Publication #96-433 "Techniques for Dust Prevention and Suppression". Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action by the State of Washington.

2. All disturbed undeveloped areas shall be reseeded and landscaped with native vegetation to prevent and reduce wind and water erosion and the propagation of noxious weeds. Mulch shall consist of certified weed free straw or similar product.
3. The subject parcel is located within or near a Erosion Hazard Area due to the soils susceptibility to wind and/or water erosion. Best Management Practices shall be used during all phases of development to prevent erosion.
4. Erosion control measures must be in place prior to any ground disturbance. These control measures must be effective to prevent storm-water runoff from carrying soil and other pollutants into surface water or storm drains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered by pollutants by Washington State.
5. Any new development required as part of this short plat shall require an erosion control plan including development of new residences.
6. The applicant shall submit a Stormwater Management Plan for approval by the County Engineer prior to preliminary short plat approval.
7. Site specific information will have to be shown to demonstrate adequate on-site sewage systems prior to preliminary Short Plat approval and potable water prior to final Short Plat approval.
8. Any improvements to the existing driveway/private road and/or new driveways/private roads shall meet Skamania County private road standards.
9. Cultural Resources: The following procedures shall be effected when cultural resources are discovered during construction activities:
 - a. Halt Construction: All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
 - b. Notification: The project applicant shall notify the Planning Department within 24 hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within 24 hours.

This MDNS is issued under WAC 197-11-340(2) and the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted to the Community Development Department within 14 days from the date listed below, by 5:30 p.m.

Responsible Official: Alan Peters, AICP, Assistant Planning Director
Address: Skamania County Community Development Department
PO Box 1009
Stevenson, WA 98648
permitcenter@co.skamania.wa.us

July 20, 2020
Date



Alan Peters, AICP
Assistant Planning Director

APPEALS: There shall be no administrative appeals of environmental threshold determinations. Failure to comment on this Notice of Intent shall be determined to deny a party standing to appeal the final determination with the underlying government action to a court of competent jurisdiction.



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47775 • Olympia, Washington 98504-7775 • (360) 407-6300
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 3, 2020

Andrew Lembrick, Land Use Planner
Skamania County
Planning and Community Development
PO Box 1009
Stevenson, WA 98648

Dear Andrew Lembrick:

Thank you for the opportunity to comment on the mitigated determination of nonsignificance for the Gifford 2-Lot Short Plat Project (SEP-20-09) located at 2072 Belle Center Road as proposed by Klein & Associates for Greg and Debbie Gifford. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

SOLID WASTE MANAGEMENT: Derek Rockett (360) 407-6287

All grading and filling of land must utilize only clean fill. All other materials may be considered solid waste and permit approval may be required from the local jurisdictional health department prior to filling. All removed debris resulting from this project must be disposed of at an approved site. Contact the local jurisdictional health department for proper management of these materials.

**WATER QUALITY/WATERSHED RESOURCES UNIT:
Greg Bengé (360) 690-4787**

Erosion control measures must be in place prior to any clearing, grading, or construction. These control measures must be effective to prevent stormwater runoff from carrying soil and other pollutants into surface water or stormdrains that lead to waters of the state. Sand, silt, clay particles, and soil will damage aquatic habitat and are considered to be pollutants.

Any discharge of sediment-laden runoff or other pollutants to waters of the state is in violation of Chapter 90.48 RCW, Water Pollution Control, and WAC 173-201A, Water Quality Standards for Surface Waters of the State of Washington, and is subject to enforcement action.

Construction Stormwater General Permit:

The following construction activities require coverage under the Construction Stormwater General Permit:

1. Clearing, grading and/or excavation that results in the disturbance of one or more acres **and** discharges stormwater to surface waters of the State; and

Andrew Lembrick

August 3, 2020

Page 2

2. Clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more **and** discharge stormwater to surface waters of the State.
 - a) This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, **and** discharge to surface waters of the State; and
3. Any size construction activity discharging stormwater to waters of the State that Ecology:
 - a) Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - b) Reasonably expects to cause a violation of any water quality standard.

If there are known soil/ground water contaminants present on-site, additional information (including, but not limited to: temporary erosion and sediment control plans; stormwater pollution prevention plan; list of known contaminants with concentrations and depths found; a site map depicting the sample location(s); and additional studies/reports regarding contaminant(s)) will be required to be submitted. For additional information on contaminated construction sites, please contact Carol Serdar at Carol.Serdar@ecy.wa.gov, or by phone at (360) 742-9751.

Additionally, sites that discharge to segments of waterbodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorous, or to waterbodies covered by a TMDL may need to meet additional sampling and record keeping requirements. See condition S8 of the Construction Stormwater General Permit for a description of these requirements. To see if your site discharges to a TMDL or 303(d)-listed waterbody, use Ecology's Water Quality Atlas at: <https://fortress.wa.gov/ecy/waterqualityatlas/StartPage.aspx>.

The applicant may apply online or obtain an application from Ecology's website at: [http://www.ecy.wa.gov/programs/wq/stormwater/construction/- Application](http://www.ecy.wa.gov/programs/wq/stormwater/construction/-Application). Construction site operators must apply for a permit at least 60 days prior to discharging stormwater from construction activities and must submit it on or before the date of the first public notice.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

(GMP:202003772)

cc: Derek Rockett, SWM
Greg Benge, WQ

SHAWN R. MACPHERSON*
DAVID H. SCHULTZ

*ALSO ADMITTED TO OREGON BAR

KNAPP, O'DELL & MACPHERSON PLLC

ATTORNEYS AT LAW
430 N.E. EVERETT STREET
CAMAS, WASHINGTON 98607

TELEPHONE
(360) 834-4611
FAX
(360) 834-2608

August 4, 2020

HUGH A. KNAPP
(1921 - 2007)
ROBERT W. O'DELL
(1924 - 1998)

VIA EMAIL

Andrew P. Lembrick, L.G. | Land Use Planner
Skamania County Community Development
PO Box 1009
Stevenson, WA 98648

Re: Gifford Short Plat

Dear Mr. Lembrick:

Please note that I am attorney for Emanuel and Belinda Hajek, owners of adjoining property to this project. Their address is 241 Hajek Road, Washougal, Washington. The Hajeks have multiple concerns relating to this project, particularly as relates to the proposed use of Hajek Road. By way of context, Mr. and Mrs. Hajek have lived on their property since 1991 and originally placed Hajek Road and currently maintain it. On no previous occasion have the applicants, to the recollection of my clients, ever assisted with maintenance of Hajek Road. The applicants have further apparently asserted that there is no intention to provide maintenance, and may be incorrectly relying on a letter dated February 28, 1992.

In relation to such letter, it would be beneficial to outline the legal parameters of documents relating to transfer of an interest in real property. As you know, state law requires such documents to be signed, the signatures acknowledged in the presence of a notary public, and contain an actual legal description of the property in question. The letter clearly does not meet these tests and the County should not rely on any assertion by the applicants in this regard.

By general objection to the proposed short plat, the applicant should be required to provide verification of compliance with Skamania County private road standards. The parties have not entered into any form of road maintenance agreement, and the intended use of Hajek Road is not compatible with the rural nature of this area. The applicant does not make any apparent effort to address the significant increase in road traffic, other than to make a denial under B(14)(d) as to the need for "improvements" as may be required.

The private road requirements under Chapter 12.03 must be complied with. This private road approaches a county road known as Belle Center Road. Under Code provision 12.03.040, private roads must be designed and constructed in accordance with the standards for applicable road classifications as adopted. Further, the county engineer has independent authority to review the private road standards and "may add additional requirements for improvements as necessary

the private road standards and “may add additional requirements for improvements as necessary to address such public service concerns.” This private road is now being proposed to service additional lots which meets the “public service concern” contemplated under Code provision 12.03.040. Further, under Code provision 12.03.070, while we have a pre-existing private road, the area within which the proponent wishes to access their lots crosses outside of their property. This is in fact a proposal to convert a private road into a higher category road, and the chapter applies.

No traffic study has been required pursuant to Code provision 12.03.080, and essentially the proponent has attempted to present this issue to the County with a self-serving and invalid as a matter of law letter as discussed above.

This is particularly important given the status of the law as relates to potential liability for persons traveling on private roads. While the short plat may contain a note under Code provision 17.64.080, under *Rogers v. Chester Bray*, 16 Wn.App. 494 (1976), a person traveling on a private road is not a trespasser when it appears that the road is open to the public. As such, there is the potential for liability in the proponent’s and County’s actions in approving this short plat without mandating improvements to the roadway, pursuant to Skamania County Chapter 12.03.

Under checklist item B(8)(a), the applicant makes the broad assertion that the proposed land use will have no effect on nearby or adjacent properties than the current land use. This is inherently incorrect, given the rural nature of this area and the substantial road traffic which will be necessitated by this project. This directly impacts nearby residents, and the environmental impact such as erosion (B(1)(h)) and noise impacts (B(7)(b)(1)). These impacts must be addressed, as they impact the environment as well as nearby residents such as my clients. In sum, the scope of this project is incompatible with the surrounding uses, present environmental concerns, as noted above, and in particular must clearly address the road condition issues. My clients would appreciate the opportunity to provide additional information upon request. Thank you.

Sincerely,

KNAPP, O'DELL & MacPHERSON PLLC

A handwritten signature in black ink, appearing to read 'Shawn R. MacPherson', with a long horizontal flourish extending to the right.

Shawn R. MacPherson

SRM/gg

cc: Bud & Belinda Hajek – VIA EMAIL
Tim Elsea- VIA EMAIL



Skamania County
Community Development Department
Building/Fire Marshal ♦ Environmental Health ♦ Planning
Skamania County Courthouse Annex

Post Office Box 1009
Stevenson, Washington 98648
Phone: 509-427-3900 Inspection Line: 509-427-3922

July 27, 2020

Steven S. Komlofske
202 Old Lawton Creek Road
Washougal, WA 98671

RE: Skamania County Application SEP-20-09 (2072 Belle Center Road, Washougal)

Mr. Komlofske,

Thank you for reaching out to the Community Development Department regarding the proposed Gifford Short Plat. I appreciate your concerns pertaining to Hajek Road and availability of water at the subject property.

In order to preserve your standing, we will need to receive a comment from you in writing no later than August 5, 2020 by 5:30 PM. Comments should be mailed to Community Development Department P.O. Box 1009, Stevenson, WA 98648. Alternatively, you may email your comments to permitcenter@co.skamania.wa.us.

You may reach me at 509-427-3908 or my email address at lembrick@co.skamania.wa.us. Should you have any questions regarding this matter please do not hesitate to contact me.

A handwritten signature in blue ink that reads "Andrew Lembrick".

Andrew Lembrick
Land Use Planner
Planning Division

Cc:

8-5-20

Skamania County

Community Development Department

RE my response to Sepa
my concerns

ATTENTION

Andrew Lembrick

RECEIVED
SKAMANIA COUNTY

AUG 05 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

3:19 PM

(1)

My Name is Steve KomboFSKE

I recieved in the mail a publice
Notice Sepa File Sep 20-09 of

a proposed short plot, I am

responding to that Notice although

I've had limited time to study the

ramifications of it. The "Sepa checklist"

is well structured although some of

the answers are vague at this

point but its a good start

I have some concerns

the main concerns are my well

and water quality and quantity with

the Biffords drilling a new well

changing the aquifer structure and its

demand for more output

(2)

the wildlife seems to be disturbed from the construction noise (past months) and dogs barking but I think its getting better just in time for the proposed new construction

the other concern is Hajek road, it is a vital route to residents along ~~the~~ it. if it is used for the proposed construction it will wear under heavy traffic (equipment) and impede traffic and cause dust.

do Hajek Rd up to code now?

Out of consideration of the neighbors all Traffic Heavy equipment, contractor or parking should come off ^{the} Belle center approach that Tim Eten used prior to building the Home in back

③

These are not all of my concerns
but I need to get this response
in today before 5³⁰ And there will
be another Notice forthcoming to me

Thank you
Steve Kowalick

PS Thank you Andrew for
your help with my questions

Andrew Lembrick

From: Greg Gifford <giffordg99@gmail.com>
Sent: Tuesday, September 1, 2020 1:06 PM
To: Andrew Lembrick
Subject: Gifford short plot

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon:

I hope that everything is going ahead as planned even after Hajek's letter of objection. I under no circumstance do I want to give up the right to access this property from Hajek Road but it looks like we will be using the old driveway approach off of Belle Center Road.

This brings up another issue that is our address is 2072 Belle Center Road and we access from Hajek Road. I have a friend that works on the medical response and has made calls to our address in the past. He says it has caused a lot of confusion for the responding personal.

Would it be possible to change our address and assign the existing one to the new parcel? I hope that this can at least be considered.

Thank You
Greg D. Gifford

9-29-20

My name is Steve Komlofske PO Box 18/
Wahongal WA. 98671

This is my response to notice of
Development Review Short plat
application file # SP 20 04
after reviewing

my concerns are

① the parcel No is different
than the Sep-20-09 I received
July 22, 2020 which is it?

② Simply proposing to access
from Belle CTR rd approach is
vague and not a commitment
to do it now binding

③ I have several other concerns
but only have today to respond
to this notice. I have tried earlier
to clarify some issues including
① & ② but today I learned the
planner is on leave and I received
no response from messages I left

Thank you for your attention to
this matter

Steve Komlofske

RECEIVED

SEP 29 2020

SKAMANIA COUNTY
PUBLIC WORKS

This is in response to public notice
File # SP-20-04 Gifford Short plat. I am
still left with questions on this. 1) being lot
2 it says they will access this lot off of Belle
Center road so that would mean in my eyes
they do not have use of Hajek Rd what so ever?
2) the parcel # 03-08-29-1-1-5200-00 is
this the new parcel # for lot 2?
I want to make sure of the access is off Belle Center Rd

Belinda Hajek

241 Hajek Rd

Washougal, WA 98671

360-281-3650

09-29-2020

RECEIVED
SEP 29 2020
SKAMANIA COUNTY
PUBLIC WORKS

RECEIVED
SKAMANIA COUNTY

JUL 01 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

SHORT PLAT APPLICATION
(Please complete application in ink)

Applicant: Klein & Assoc. Inc.	E-mail: Leos@kleinassocinc.com
Address: 1411 13th St Hood River, OR 97031	Home: () 541 386 3322 Work: ()
Property Owner: Greg & Debbie Gifford	E-mail:
Address: 2072 Belle Center Road Washougal, Wa 98671	Home: () 360 921 2442 Work: ()

Location of Property: 2072 Belle Center Road

Tax Lot/Parcel # 01050500060100	Total acres: 5 acres
Number of lots: 2	Zoning: R2

Water source:

<input checked="" type="checkbox"/> New Individual Well	<input type="checkbox"/> Skamania County PUD Water System
<input checked="" type="checkbox"/> Existing Individual Well	<input type="checkbox"/> Home Valley Water System
<input type="checkbox"/> New Community Water System (Serving up to 6 lots)	<input type="checkbox"/> Mill-A Water System
<input type="checkbox"/> Existing Community Water System (Serving up to 6 lots)	<input type="checkbox"/> Other Water System - specify

Sewage Treatment Method: Septic

Check all that apply to your parcel:

<input type="checkbox"/> Sensitive Habitat Area	<input type="checkbox"/> Streams, Creeks, Rivers	<input type="checkbox"/> Geological Hazard Areas
<input type="checkbox"/> Ponds, Lakes, Wetlands	<input type="checkbox"/> Steep Slopes	

Please attach the Legal Description of the tax lot/parcel of this application. (Legal Description can be obtained from the County Auditor)

Proposed use of lots (Residential, Commercial, Industrial, Recreational, etc.):

RESIDENTIAL SIGNAL FAMILY HOME SITES

Applicant signature(s): [Signature] Date: 6-26-2020

Owner signature(s): [Signature] Date: 6-19-2020

Signature of the property owner(s) authorizes the Community Development Department and other Agency personnel reasonable access to the site in order to evaluate the application.

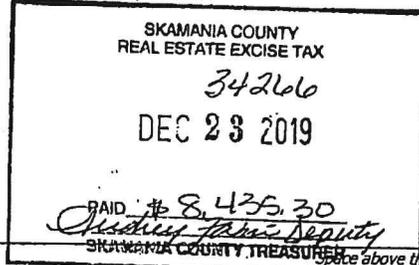
FOR DEPARTMENT USE ONLY	
Legal description attached: Yes / No	
Date received	Date complete
Receipt #	File # <u>SP 20-04</u>

Request of: COLUMBIA GORGE TITLE



AFTER RECORDING MAIL TO:

Greg D. Gifford and Debbie G. Gifford
2072 Belle Center Rd
Washougal, WA 98671



Filed for Record at Request of:
First American Title Insurance Company

STATUTORY WARRANTY DEED

File No: 4283-3327082 (KC)

Date: December 16, 2019

Grantor(s): **John Breen, as personal representative of Estate of Timothy C. Eten, Jr., deceased**

Grantee(s): **Greg D. Gifford and Debbie G. Gifford**

Abbreviated Legal: **SW 1/4 SEC 5 T1N R5E WM**

Additional Legal on page:

Assessor's Tax Parcel No(s): **01-05-05-0-0-0601-00** *(with circled SW)*

THE GRANTOR(S) John Breen, as personal representative of Estate of Timothy C. Eten, Jr., deceased for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Greg D. Gifford and Debbie G. Gifford, husband and wife**, the following described real estate, situated in the County of Skamania, State of Washington.

LEGAL DESCRIPTION: Real property in the County of Skamania, State of Washington, described as follows:

A tract of land in the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Quarter of said Section 5; thence North 00°46'52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89°13'08" East 660 feet, thence North 00°46'52" East 244.79 feet; thence South 89°13'08" East 330 feet to the True Point of Beginning. Thence South 00°46'52" West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South 89°45'52" East) for an arc distance of 209.91 feet; thence South 49°49'40" East, 155 feet more or less to the East line of the said West half of the Southwest Quarter; thence northerly along said East line 810 feet, more or less to a point South 09°13'08" East of the true point of beginning.



*First American Title*TM

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

Guarantee

GUARANTEE NUMBER

5003353-0002801e

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: S20-0394KM

Issued By:

Columbia Gorge Title, LLC
41 SW Russell Avenue
Stevenson, WA 98648

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party,

notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.
- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707** Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606

SUBDIVISION GUARANTEE

LIABILITY \$ 2,000.00

GUARANTEE NO.: S20-0394KM

FEE \$ 350.00

TAX \$ 26.95

FIRST AMERICAN TITLE INSURANCE COMPANY

A Corporation, herein called the Company

GUARANTEES the County of **Skamania**, Washington herein called the Assured, against actual loss not exceeding the sum of \$ which the Assured shall sustain by reason of any incorrectness in the assurances set forth below.

According to the records of the **Skamania** County Clerk, the only owners, proprietors and lien holders having any record interest in the land described below, whose signatures are necessary, under the provisions of Washington Statutes for the recordation of the map and offering for dedication any streets, roads, avenues and other easements by the map are:

Greg D. Gifford and Debbie G. Gifford

Proposed Subdivision of the following described land:

A tract of land in the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southwest Quarter of said Section 5; thence North 00°46'52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89°13'08" East 660 feet, thence North 00°46'52" East 244.79 feet; thence South 89°13'08" East 330 feet to the True Point of Beginning. Thence South 00°46'52" West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South 89°45'52" East) for an arc distance of 209.91 feet; thence South 49°49'40" East, 155 feet more or less to the East line of the said West half of the Southwest Quarter; thence northerly along said East line 810 feet, more or less to a point South 89°13'08" East of the true point of beginning; thence North 89° 13' 08" West, 330 feet more or less to the True Point of Beginning.

This Guarantee does not cover:

1. Easements, Rights of Way, Minerals or Water Rights.
2. Instruments, proceedings or other matters which are maintained in other records.
3. Unpaid taxes for the year 2020
 - Original Amount : \$4,718.09
 - Account No. : 01-05-05-0-0-0601-00
 - Land Use/DOR : 11
 - TAX PAYMENT: Minimum, 1st half must be paid by April 30th or interest will be added.

Unpaid taxes for the year 2019

Unpaid balance : \$1,407.30, plus interest and fees, if any

4. Rights of the public in and to any portion of the herein described premises lying within the boundaries of streets, roads or highways.

5. Easement, including the terms and provisions thereof:
Recorded : June 4, 1912
Book : N
Page : 594

6. Easement, including the terms and provisions thereof:
Recorded : April 7, 1970
Book : 61
Page : 616

7. Easement, including the terms and provisions thereof:
Recorded : August 15, 1973
Book : 65
Page : 594

8. Deed of Trust, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
Grantor : Greg D Gifford and Debbie G Gifford, husband and wife
Trustee : Columbia Gorge Title LLC
Beneficiary : Mortgage Electronic Registration System, Inc. (MERS)
Lender : Finance of America Mortgage LLC
Dated : December 20, 2019
Recorded : December 23, 2019
As : 2019002570
Amount : \$410,000.00
Loan/Min No. : 201570003165/1000702001934020

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this Guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Dated: **May 20, 2020 at 8:00 AM**



Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site. There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data. **Accuracy** We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.



41 SW Russell Avenue, PO Box 277,
Stevenson, WA 98648
Tel: (509) 427-5681 • Fax: (509) 427-5610

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Applicability

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We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

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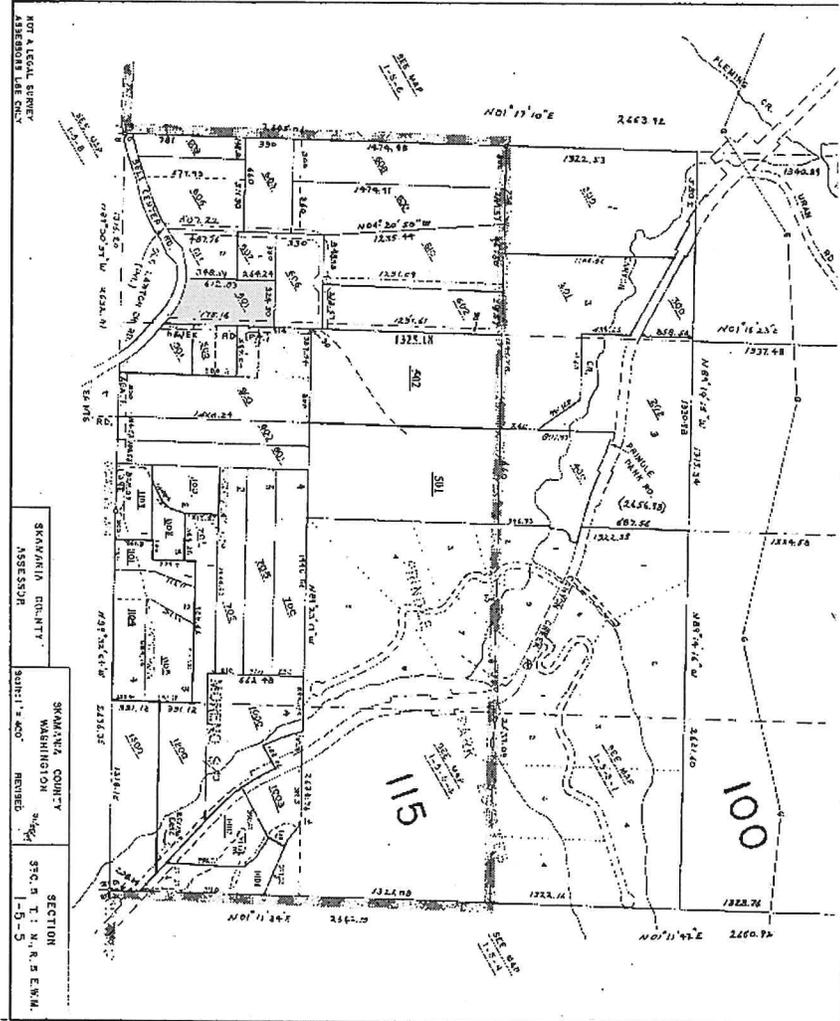
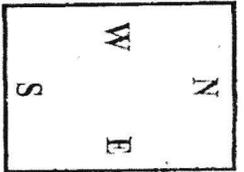
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Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

This sketch is not intended to show all matters related to the property including, but not limited to area, dimensions, easements, encroachments or location of boundaries. It is not a part of, nor does it modify, the preliminary report or policy to which it is attached. The company assumes **NO LIABILITY** for any matter related to this sketch. Reference should be made to an accurate survey for further information.



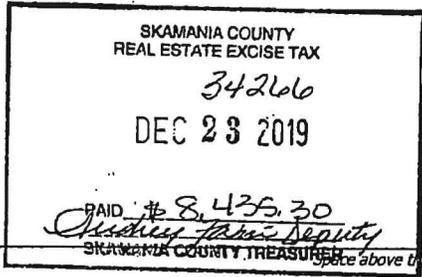
NOT A LEGAL SURVEY
 APPROVED FOR SALE

SKANAWA COUNTY
 WASHINGTON
 SECTION
 37C, 37 E, 34 R, 3 E, N.W.
 1-0-3



AFTER RECORDING MAIL TO:

Greg D. Gifford and Debbie G. Gifford
2072 Belle Center Rd
Washougal, WA 98671



Filed for Record at Request of:
First American Title Insurance Company

Place above this line for Recorders use only

STATUTORY WARRANTY DEED

File No: 4283-3327082 (KC)

Date: December 16, 2019

Grantor(s): **John Breen, as personal representative of Estate of Timothy C. Eten, Jr., deceased**

Grantee(s): **Greg D. Gifford and Debbie G. Gifford**

Abbreviated Legal: **SW ¼ SEC 5 T1N R5E WM**

Additional Legal on page:

Assessor's Tax Parcel No(s): **01-05-05-0-0-0601-00**

THE GRANTOR(S) John Breen, as personal representative of Estate of Timothy C. Eten, Jr., deceased for and in consideration of **Ten Dollars and other Good and Valuable Consideration**, in hand paid, conveys, and warrants to **Greg D. Gifford and Debbie G. Gifford, husband and wife**, the following described real estate, situated in the County of Skamania, State of Washington.

LEGAL DESCRIPTION: Real property in the County of Skamania, State of Washington, described as follows:

A tract of land in the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Quarter of said Section 5; thence North 00°46'52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89°13'08" East 660 feet, thence North 00°46'52" East 244.79 feet; thence South 89°13'08" East 330 feet to the True Point of Beginning. Thence South 00°46'52" West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South 89°45'52" East) for an arc distance of 209.91 feet; thence South 49°49'40" East, 155 feet more or less to the East line of the said West half of the Southwest Quarter; thence northerly along said East line 810 feet, more or less to a point South 09°13'08" East of the true point of beginning.

APN: 01-05-05-0-0-0601-00

Statutory Warranty Deed
- continued

File No.: 4283-3327082 (KC)

Subject To: This conveyance is subject to covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

Skamania County Assessor

John Breen, as personal representative of Estate
of Timothy C. Eten, Jr., deceased

Date 12-23-19 Parcel # 1-5-5-601



John Breen, Personal Representative

STATE OF Washington)
)-ss
COUNTY OF Skamania)

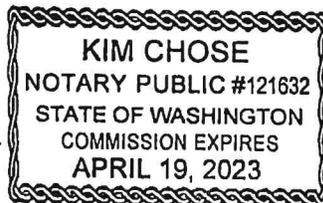
I certify that I know or have satisfactory evidence that **John Breen, Personal representative**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the of **John Breen, as personal representative of Estate of Timothy C. Eten, Jr., deceased** to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 12/18/2019



Notary Public in and for the State of Washington
Residing at: Vancouver
My appointment expires:

04/19/2023





SKAMANIA COUNTY WASHINGTON



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Gabriel Spencer
SKAMANIA County Assessor Po Box 790 Stevenson, Wa 98648

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 01050500060100 Owner Name: GIFFORD, GREG D & DEBBIE G
 DOR Code: 11 - Residential - Single Family Address1:
 Situs: 2072 BELLE CENTER RD Address2: 2072 BELLE CENTER ROAD
 Map Number: -R2-U - City, State: WASHOUGAL WA
 Status: Zip: 98671
 Description:
 Comment: SPLIT FROM PARCEL # 01050500060100 ON 03/28/2011

2020 Market Value		2020 Taxable Value		2020 Assessment Data	
Land:	\$137,000	Land:	\$137,000	District:	115 -
Improvements:	\$300,200	Improvements:	\$300,200	Current Use/DFL:	No
Permanent Crop:	\$0	Permanent Crop:	\$0	Senior/Disability Exemption:	No
Total	\$437,200	Total	\$437,200	Total Acres:	5.00000

Ownership

Owner's Name	Ownership %	Owner Type
GIFFORD, GREG D & DEBBIE G	100 %	Owner

Sales History

Sale Date	Sales Document	# Parcels	Excise #	Grantor	Grantee	Price
12/16/19	2019-002569	1	34266	ETEN, TIMOTHY C JR & JOAN	GIFFORD, GREG D & DEBBIE G	\$551,000

Building Permits

Permit No.	Date	Description	Amount
19-0298	12/27/2019	Remove oil furnace and replace with new heat pump and air handler.	\$1.00

Historical Valuation Info

Year	Billed Owner	Land	Impr.	PermCrop Value	Total	Exempt	Taxable
2020	GIFFORD, GREG D & DEBBIE G	\$137,000	\$300,200	\$0	\$437,200	\$0	\$437,200
2019	GIFFORD, GREG D & DEBBIE G	\$137,000	\$300,200	\$0	\$437,200	\$167,800	\$189,800
2018	ETEN, TIMOTHY C JR & JOAN	\$118,000	\$296,300	\$0	\$414,300	\$167,800	\$189,800
2017	ETEN, TIMOTHY C JR & JOAN	\$113,000	\$287,500	\$0	\$400,500	\$167,800	\$189,800
2016	ETEN, TIMOTHY C JR & JOAN	\$108,000	\$275,000	\$0	\$383,000	\$167,800	\$189,800

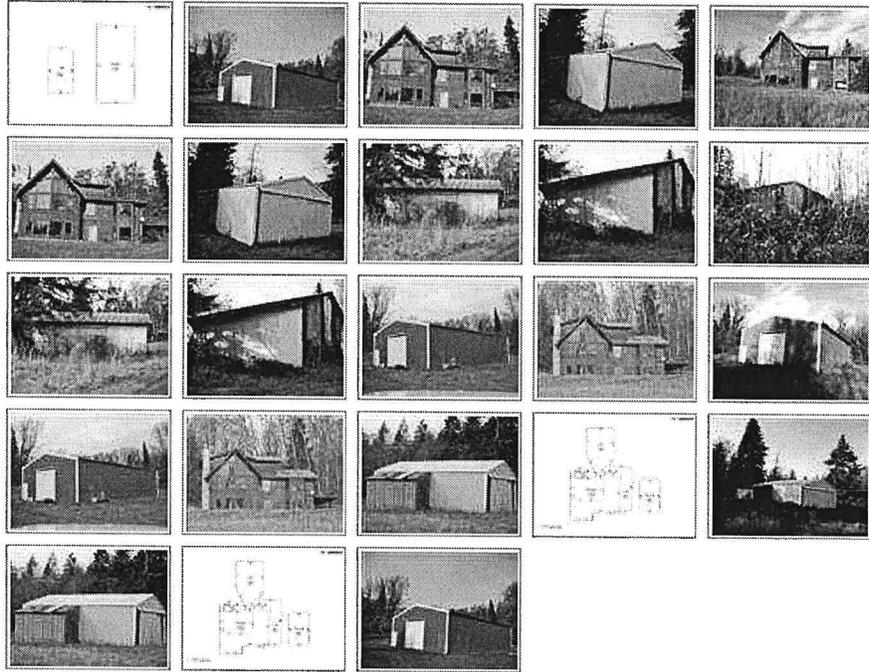
[View Taxes](#)

Parcel Comments

Date	Comment
03/28/11	SPLIT OFF PARCEL # 01050500060189 ON 03/28/2011
03/28/11	SPLIT FROM PARCEL # 01050500060100 ON 03/28/2011
03/28/11	SPLIT FROM PARCEL # 01050500060100 ON 03/28/2011

Property Images

Click on an image to enlarge it.



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Data current as of: 6/3/2020 4:13 PM

TX_RollYear_Search: 2020



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VICKIE CLELLAND
Skamania County Treasurer

[Assessor](#) [Treasurer](#) [Appraisal](#) [MapSifter](#)

Parcel

Parcel#: 01050500060100 Owner Name: GIFFORD, GREG D & DEBBIE G
 DOR Code: 11 - Residential - Single Family Address1:
 Situs: 2072 BELLE CENTER RD Address2: 2072 BELLE CENTER ROAD
 Map Number: -R2-U - City, State: WASHOUGAL WA
 Status: Zip: 98671
 Description:
 Comment:

Current Tax Year Details

Type	Taxpayer	Statement #	Gross Tax	Tax Exempt	Net Tax	Asmts	Total Tax
Real Property	GIFFORD, GREG D & DEBBIE G	2020-01050500060100	\$4,700.19	\$0.00	\$4,700.19	\$17.90	\$4,718.09

Balances Due

Type	Taxpayer	Statement #	Tax Amount	Fees	Interest Due	Balance(s) Due*	<input type="checkbox"/>
Real Property	GIFFORD, GREG D & DEBBIE G	2020-01050500060100	\$2,359.04	\$0.00	\$0.00	\$2,359.04	<input type="checkbox"/>
Real Property	GIFFORD, GREG D & DEBBIE G	2019-01050500060100	\$1,407.30	\$0.00	\$225.17	\$1,632.47	<input type="checkbox"/>

Add Selected to Cart

* Please expect a delay of 3-5 business days for your payment to post. Note: The receipt date will reflect the day the payment was initiated.

5 Year Tax History

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2020-01050500060100	\$4,700.19	\$17.90	\$0.00	\$2,359.04
	Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
	2020-218584	04/29/2020	\$2,359.05	\$0.00	\$2,359.05
Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2019-01050500060100	\$2,927.87	\$17.90	\$0.00	\$1,632.47
	Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
	2019-200361	03/11/2019	\$1,538.47	\$0.00	\$1,538.47
Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2018-01050500060100	\$1,713.12	\$17.90	\$0.00	\$0.00
	Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
	2018-187703	04/03/2018	\$1,731.02	\$0.00	\$1,731.02
Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2017-01050500060100	\$1,704.53	\$17.90	\$0.00	\$0.00

Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
2017-174729	04/04/2017	\$1,722.43	\$0.00	\$1,722.43

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2016-01050500060100	\$1,726.54	\$17.90	\$0.00	\$0.00

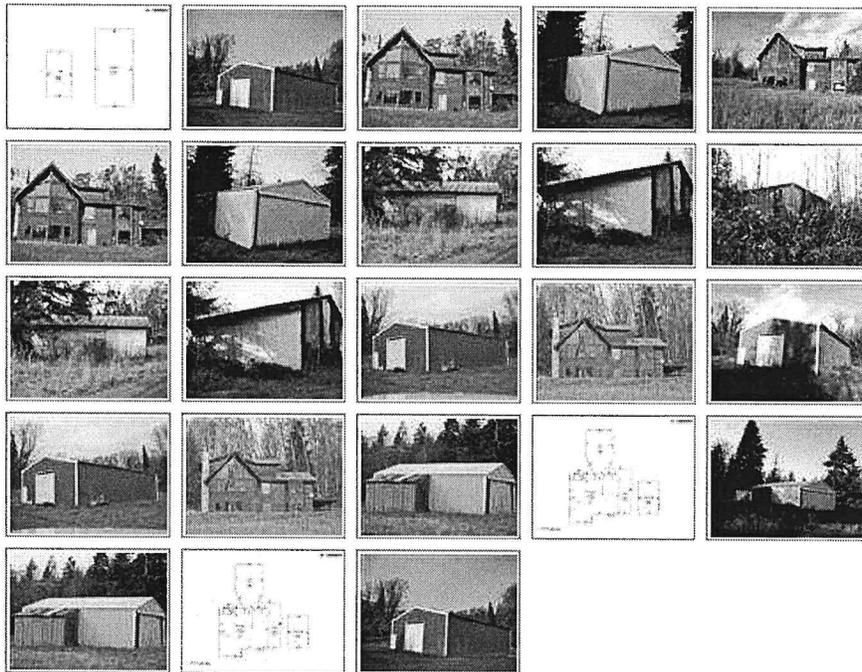
Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
2016-159787	03/08/2016	\$1,744.44	\$0.00	\$1,744.44

Type	Statement Number	Taxes	Assessments	Fees	Balance Due
Real Property	2015-01050500060100	\$2,585.70	\$17.90	\$0.00	\$0.00

Receipt Number	Receipt Date	Taxes/Fees	Interest Paid	Total Paid
2015-147417	04/06/2015	\$2,603.60	\$0.00	\$2,603.60

Property Images

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SKAMANIA COUNTY WASHINGTON



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 Map Number: -R2-U - City, State: WASHOUGAL WA
 Status: Zip: 98671
 Description:
 Comment: SPLIT FROM PARCEL # 01050500060100 ON 03/28/2011

Land

Land - Assessed Value: \$60002

Land Code	Unit Type	Units	Land Shape	Width	Depth
FirePatrol	FIRE Acres	5.00000000	Rectangle		
Res AC	Acres	5.00000000			

Single Family Residence

Misc Improvements

Improvement	Year In	Size
POLE - POLE BUILDING	1995	Units - 2160.00
EQU - EQUIPMENT SHED		Units - 864.00

Single Family Residence

1 1/2 Story Finished - Single-family Residence

Total Area	Year Built	Remodel Year	Quality	Condition
2226	1998		4.0 - Good	3.0 - Average

Components

Code	Description	Units	Percent
108	Frame, Siding, Wood	0	100%
211	Galvanized Metal	0	100%
309	Forced Air Furnace	0	100%
601	Plumbing Fixtures (#)	15	0%
801	Total Basement Area (SF)	1642	0%
803	Partition Finish Area (SF)	1642	0%
1002	Wood Balcony (SF)	60	0%

Building Data

Architecture	
Bedrooms	3.00
Bathrooms	3.00
Total Rooms	9
Foundation	Concrete
Garage Stalls	

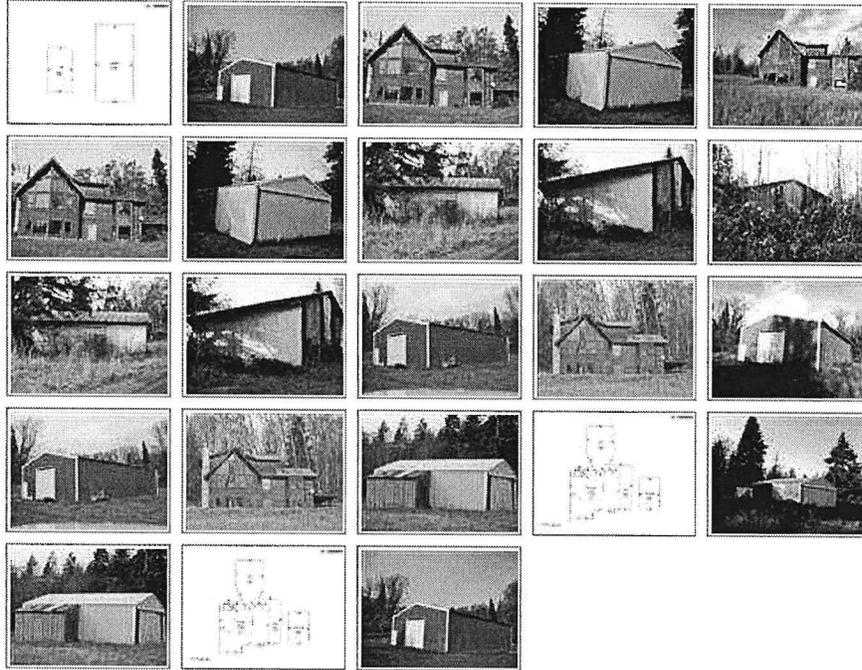
Single Family Residence

Misc Improvements

Improvement	Year In	Size
OWD - WOOD DECK	1998	Units - 460.00
CONC - CONC SIDEWALK	1998	Units - 853.00
POLE - POLE BUILDING	1998	Units - 520.00

Property Images

Click on an image to enlarge it.



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Data current as of: 6/3/2020 4:13 PM

TX_RollYear_Search: 2020

In consideration of One Dollar, the receipt whereof is hereby acknowledged, E.H.Prindle and Frances Prindle husband & wife, grant to Northwestern Electric Company a perpetual right of-way in and over the following described real property, situated in County of Skamania, State of Washington, to-wit: The east 65 rods of the Northeast quarter of the Northwest quarter, and the north half of the Northeast quarter of section 11, and lot one (1) in section 12 all in Township 1 North, Range 5 East of Willamette Meridian for the purpose of erecting, maintaining and operating thereon, two pole or tower lines for the transmission of electric current; together with the right to cut such trees and brush as may be necessary in constructing, maintaining and protecting such lines from damage. The lines of poles and wires shall be erected along and upon the county road as now surveyed, the poles to be in the roads except 2 or more poles, the wires may be suspended over the lands outside of the road at bends in the roads.

Witness my hand this 25th day of April 1912.

In the presence of

E.H. Prindle (Seal)

Mason G. Fifer

Frances Prindle (Seal)

Rob't C. Prindle

State of Washington }
County of Skamania. } ss.

I, Mason G. Fifer, Notary Public do hereby certify that on this 25th day of April 1912 personally appeared before me E.H.Prindle and F.C. Prindle husband and wife to me known to be the identical individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of April 1912.

(Notarial Seal)

Mason G. Fifer Notary Public in and for
the State of Washington, residing at
Edgewater, Wash.

Filed for record by B.C. Condit on June 4, 1912 at 1:15 P.M.

A. Fleischhauer, County Auditor.

060v

Thies to Northwestern Electric Company. ✓

In consideration of One Dollar, the receipt whereof is hereby acknowledged, B.F.Thies and Ludwika Thies, his wife, and who was his wife at the time of acquiring said property grant to Northwestern Electric Company a perpetual right-of-way in and over the following described real property, situated in County of Skamania, State of Washington, to-wit: The south half of the south half of section five (5), in township one (1) north of range five (5) east of the Willamette Meridian. for the purpose of erecting, maintaining and operating thereon, two pole or tower lines for the transmission of electric current; together with the right to cut such trees and brush as may be necessary in constructing, maintaining and protecting such lines from damage. Said right of way is more particularly described as follows: One transmission line will commence at a point in the west line of said section five (5) seven (7) feet north of the southwest corner of said section five (5) and will run thence in an easterly direction in a straight line to a point seven feet north of the southeast corner of said section five. The second transmission line will be parallel with the one above described and not to exceed fifty feet therefrom in a northerly direction.

Witness our hands this 25th day of May, 1912.

In the presence of

B.F. Thies

C. Henri Labbe

Ludwika Thies

State of Washington,)

County of Multnomah.) ss

I, C. Henri Labbe, a Notary Public in and for said County and State, do hereby certify that on this 25th day of May, 1912, personally appeared before me B.F. Thies and Ludwika Thies, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal, this 25th day of May, 1912.

(Notarial Seal)

C. Henri Labbe

Notary Public for Oregon residing at Portland, Oregon. My commission expires June 15, 1912.

Filed for record by B.C. Condit on June 4, 1912 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

0601

Warren to Northwestern Electric Company

In consideration of One Dollar, the receipt whereof is hereby acknowledged, Mrs. M.L. Warren, widow P.O. Address Cape Horn, Wash. grant to Northwestern Electric Company a perpetual right-of-way in and over the following described real property, situated in County of Skamania, State of Washington, to-wit: The Northwest quarter of the Northeast quarter of Section ten, Township One North range Five East of the Willamette meridian. The said land belonging to the State of Washington and the grantor has lease No. 9222 which expires October 1, 1914 and hereby conveys all interest she may have by reason of said lease - for the purpose of erecting, maintaining and operating thereon, two pole or tower lines for the transmission of electric current; together with the right to cut such trees and brush as may be necessary in constructing, maintaining and protecting such lines from damage. The first line is surveyed and staked across said land and the second line shall be constructed parallel to and not to exceed 50 feet from and in a northerly direction from said first line.

Witness my hand this 29th day of May 1912.

In the presence of

Mrs. M.L. Warren (Seal)

E.H. Prindle

State of Washington)
County of Skamania.) ss.

I, E.H. Prindle Notary Public for said State and County do hereby certify that on this 29th day of May 1912 personally appeared before me Mrs. M.L. Warren widow to me known to be the identical individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 29th day of May 1912.

(Notarial Seal)

E.H. Prindle

Notary Public in and for the State of Washington, Residing at Prindle, Wash.

Filed for record by B.C. Condit on June 4, 1912 at 1:15 P.M.

A. Fleischhauer, County Auditor.

0601



71982

REAL ESTATE CONTRACT
(FORM A-1964)

BOOK 61 PAGE 616

THIS CONTRACT, made and entered into this 31st day of March, 1970
between Wilhelm A. Nelson and Leona M. Nelson, his wife, Edward H. Pietz and
Gloria E. Pietz, his wife and Victor R. Baker and Anna Baker, his wife
hereinafter called the "seller," and William H. Ward and Mary Wise Ward, his wife
hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the
following described real estate, with the appurtenances, in Skamania County, State of Washington:

The West Half of the Southwest Quarter (W/2 SW/4) of Section 5,
Township 1 North, Range 5, E.W.M.
EXCEPT that portion thereof lying southerly of the county
road known and designated as the Bell Center Road.
Containing 73 acres, more or less
subject to easement for road purposes (non-exclusive) over the east 30 feet
thereof. *W.H.W.*

The terms and conditions of this contract are as follows: The purchase price is
TWENTY FIVE THOUSAND AND NO/100 - - - - - (\$25,000.00) Dollars, of which
TWO THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$2,500.00) Dollars have
been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:
Three hundred and no/100 - - - - - \$ 300.00 1 Dollars,
or more at purchaser's option, on or before the 10th day of May, 1970,
and Three hundred and no/100 - - - - - (\$ 300.00) 1 Dollars,
or more at purchaser's option, on or before the 10th day of each succeeding calendar month until the balance of said
purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said
purchase price at the rate of 8 1/2% per cent per annum from the 5th day of April, 1970, 19
which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of
principal.

All payments to be made hereunder shall be made at office of seller, Route 1, Ridgefield, Wash
or at such other place as the seller may direct in writing. Sellers acknowledge that Buyers intend to subdivide
aforesaid real estate into approximately 10 parcels plus road and Sellers agree to assist
Buyers by giving consent and joining in the execution of any documents that may be necessary
to accomplish a subdivision conforming to such plan. Subject to payment provisions contained
in above payment note, Sellers agree to execute and deliver to Buyers a Warranty Deed
for any one of said parcels by payment by the Buyers of an additional \$350 per acre
for the tract conveyed. Such payments received by ~~Sellers~~ Sellers shall first be credited
to accrued interest and the balance shall be applied on the unpaid purchase price.
The expense of any such subdivision shall be borne solely by Buyers.

As referred to in this contract, "date of closing" shall be April 5, 1970

- 1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may be assessed against and against hereafter become a lien on said real estate, and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.
- 2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.
- 3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement related hereto is contained herein or is in writing and attached hereto and made a part of this contract.
- 4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller agrees to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.
- 5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Security Title Insurance Company of Washington, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:
 - a. Printed general exceptions appearing in said policy form.
 - b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
 - c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.
- 6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due for the seller under this contract.

Pioneer National Title Insurance Company WASHINGTON TITLE DIVISION

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 7th day of August, 1973

between William H Ward and Mary Wise Ward, his wife

hereinafter called the "seller," and William R. Peters and Nelwyn K Peters, his wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington: A portion of the West half of the SW 1/4 of Sec. 5, Twp 1 N, Range 5 E. W.M. described as follows: BEGINNING at the Southwest corner of said Southwest Quarter; thence North 00°46'52" East along the West line of said Southwest Quarter 834.82 feet; thence South 89°13'08" East 660 feet, thence North 00°46'52" East 244.79 feet; thence South 89°13'08" East 330 feet to the TRUE POINT OF BEGINNING. Thence South 00°46'52" West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South 89°45'52" East) for an arc distance of 209.91 feet; thence South 49°49'40" East, 15 feet more or less to the East line of the said West half of the SW 1/4; thence Northerly along said East line 810 feet, more or less to a point S89°13'08" East of the true point of beginning; thence North 89°13'08" West, 330 feet more or less to the true point of beginning. Containing 5 acres, more or less. SUBJECT TO a 30 foot easement along the East line of the above described 5 acre parcel.

The terms and conditions of this contract are as follows: The purchase price is

Seven thousand five hundred dollars (\$ 7,500.) Dollars, of which Five hundred Dollars (\$ 500.00) Dollars have

been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

Sixty Dollars (\$ 60.00) Dollars, or more at purchaser's option, on or before the 15th day of August, 1973, and Sixty Dollars (\$ 60.00) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the outstanding balance of said purchase price at the rate of eight percent per annum from the 15th day of August, 1973, which interest shall be deducted from each subsequent payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at the Office of Wm. Ward, #615 NE 22nd St., Camas, Wash or at such other place as the seller may direct in writing.

Title Insurance to be furnished at time property is paid for in full.

AND Tax to be pro-rated as of Aug 15, 1973, and purchaser shall pay in addition to regular monthly payments, a share of annual RE Taxes.



No. 2081 TRANSACTION EXCISE TAX

AUG 14 1973

Amount Paid \$

By Skamania County Treasurer

By

in this contract, "date of closing" shall be Aug 15, 1973

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, he has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and to the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of preparing the same shall be paid to the seller and applied in payment of the purchase price herein unless the seller elects to allow the purchaser to retain all or a portion of such award. In case of restoration or rebuilding of any improvements damaged by such taking, in case of damage or destruction from a public utility against, the proceeds of such insurance remaining after payment of the reasonable expense of preparing the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser states that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver to the purchaser, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Pioneer National Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due to the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage prepaid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

William H. ... (SEAL)
Mary Ann ... (SEAL)
William ... (SEAL)
Nelson K. ... (SEAL)

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me William H. ... and Mary Ann ... and Nelson K. ... who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7 day of August, 1975

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



76481

STATE OF WASHINGTON DEPARTMENT OF REVENUE COUNTY AUDITOR RECORDS OF SRAVANNA COUNTY, WA ...

TO MAILED COMPARED RECORDED INDIRECT INDEXED





AFTER RECORDING MAIL TO:

Name Finance of America Mortgage LLC, ISAOA
Address 300 Welsh Road, Building 5, Suite A
City/State Horsham, PA 19044

Document Title(s):

1. Deed of Trust

Reference Number(s) of Documents Assigned or released:

Grantor(s):

1. Greg D. Gifford
 2. Debbie G. Gifford
- [] Additional information on page of document

Grantee(s):

1. Finance of America Mortgage LLC, ISAOA
- [] Additional information on page of document

Trustee:

1. First American Title Insurance Company

Abbreviated Legal Description:

SW ¼ SEC 5 T1N R5E WM

Tax Parcel Number(s):

01-05-05-0-0-0601-00

[] Complete legal description is on page ¹⁶ of document
^

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

When Recorded Mail To:
FINANCE OF AMERICA MORTGAGE
LLC
300 WELSH ROAD, BUILDING 5,
SUITE A
HORSHAM, PA 19044
ATTN: DAVID P KILKENNY

[Space Above This Line For Recording Data]

DEED OF TRUST

GIFFORD
Loan #: 201570003165
MIN: 100070202001934020
MERS Phone: 1-888-679-6377
PIN: 01050500060100

Grantor(s): GREG D GIFFORD AND DEBBIE G GIFFORD , HUSBAND AND WIFE

Grantee(s): FINANCE OF AMERICA MORTGAGE LLC

ABBR. LEGAL DESCRIPTION:

SW 1/4 SEC 5 T1N R5E WM

Full legal description located on page 2 or 3.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated DECEMBER 20, 2019, together with all Riders to this document.

(B) "Borrower" is GREG D GIFFORD AND DEBBIE G GIFFORD , HUSBAND AND WIFE. Borrower is the trustor under this Security Instrument.

(C) "Lender" is FINANCE OF AMERICA MORTGAGE LLC. Lender is a LLC organized and existing under the laws of DE. Lender's address is 300 WELSH ROAD, BUILDING 5, SUITE A, HORSHAM, PA 19044. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is COLUMBIA GORGE TITLE LLC.

(E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 20, 2019. The Note

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states that Borrower owes Lender **FOUR HUNDRED TEN THOUSAND AND 00/100 Dollars (U.S. \$410,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JANUARY 1, 2050**.

(G) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "**Loan**" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "**Riders**" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Other(s) [specify] MERS RIDER | |

(J) "**Applicable Law**" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "**Community Association Dues, Fees, and Assessments**" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "**Electronic Funds Transfer**" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "**Escrow Items**" means those items that are described in Section 3.

(N) "**Miscellaneous Proceeds**" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "**Mortgage Insurance**" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "**Periodic Payment**" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "**Successor in Interest of Borrower**" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of SKAMANIA: LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF which currently has the address of 2072 BELLE CENTER RD, WASHOUGAL, Washington 98671 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this



Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency,



instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

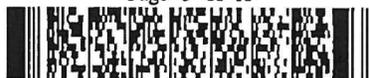
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the



Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal



residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the



Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a



ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this



Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.



Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any



covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

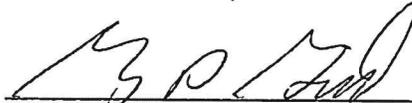
24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Use of Property. The Property is not used principally for agricultural purposes.

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A
DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



- BORROWER - GREG D GIFFORD



- BORROWER - DEBBIE G GIFFORD



[Space Below This Line For Acknowledgment]

STATE OF WA

COUNTY OF Clallam

On this day personally appeared before me

Debbie G. Gifford Greg D. Gifford +

to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

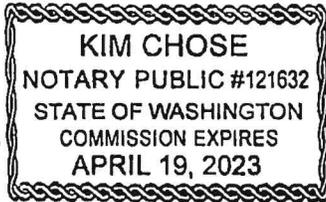
GIVEN under my hand and official seal this 20 day of December 2019.

Kimchose

Notary Public in and for the State of Washington

Residing at: Vancouver

My Appointment Expires: 04/19/2023



Individual Loan Originator: DAVID P KILKENNY, NMLSR ID: 241611

Loan Originator Organization: FINANCE OF AMERICA MORTGAGE LLC, NMLSR ID: 1071

Prepared By:

CASSANDRA J. SMITH
FINANCE OF AMERICA MORTGAGE LLC
300 WELSH ROAD, BUILDING 5, SUITE A
HORSHAM, PA 19044
(360) 713-9364



EXHIBIT A

A tract of land in the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Beginning at the Southwest Quarter of said Section 5; thence North $00^{\circ}46'52''$ East along the West line of said Southwest Quarter 834.82 feet; thence South $89^{\circ}13'08''$ East 660 feet, thence North $00^{\circ}46'52''$ East 244.79 feet; thence South $89^{\circ}13'08''$ East 330 feet to the True Point of Beginning. Thence South $00^{\circ}46'52''$ West parallel with the West line of said Southwest Quarter 612.83 feet to the North right-of-way of the Belle Center Road; thence following said right-of-way line, along an arc of a 348.3 foot radius curve to the right, (the incoming tangent of which is South $89^{\circ}45'52''$ East) for an arc distance of 209.91 feet; thence South $49^{\circ}49'40''$ East, 155 feet more or less to the East line of the said West half of the Southwest Quarter; thence northerly along said East line 810 feet, more or less to a point South $09^{\circ}13'08''$ East of the true point of beginning.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER
(MERS Rider)**

GIFFORD

Loan #: 201570003165

MIN: 100070202001934020

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 20TH day of DECEMBER, 2019, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to FINANCE OF AMERICA MORTGAGE LLC ("Lender") of the same date and covering the Property described in the Security Instrument, which is located at: 2072 BELLE CENTER RD, WASHOUGAL, WA 98671 [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is FINANCE OF AMERICA MORTGAGE LLC. Lender is a LLC organized and existing under the laws of DELAWARE. Lender's address is 300 WELSH ROAD, BUILDING 5, SUITE A, HORSHAM, PA 19044. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY (Type of Recording Jurisdiction) of SKAMANIA (Name of Recording Jurisdiction):

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
which currently has the address of 2072 BELLE CENTER RD, WASHOUGAL, WA 98671
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be

MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

C. NOTICES

Section 15 of the Security Instrument is amended to read as follows:

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE

Section 20 of the Security Instrument is amended to read as follows:

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS's Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security

MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

E. SUBSTITUTE TRUSTEE

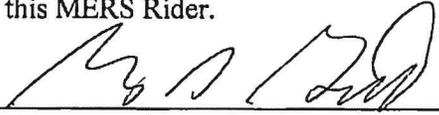
Section 24 of the Security Instrument is amended to read as follows:

24. Substitute Trustee. In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

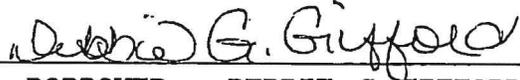


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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.



- BORROWER - GREG D GIFFORD



- BORROWER - DEBBIE G GIFFORD

MERS RIDER - SingleFamily - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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