Tax Foreclosure Certificate

Issued by Klickitat County Title Company

File No. W-49277

This Certificate is offered solely for the use of the addressee for the purpose of determining necessary parties' defendant in an action to foreclose General Property Taxes. The liability of the Company under this Certificate shall be limited to the amount of actual loss sustained by the Addressee due to reliance on any incorrect information on the Certificate. No liability is assumed by the Company for loss or damage that may arise from any other use of this Certificate.

Issued through the Office of:

KLICKITAT COUNTY TITLE COMPANY
129 West Main Street
Goldendale, WA 98620
(509) 773-5804 - FAX (509) 773-3515

Countersigned:

Jessica L. Wesley
Authorized Signature

File No. **W-49277**

Liability: **$844.75**

Fee: **$500.00**

Effective Date: **September 29, 2025**

Assured: **Klickitat County Treasurer's Office**
205 S. Columbus
Goldendale, WA 98620

1. Title to said estate or interest at the date hereof is vested in:
James Bergquist, a single man

2. The land referred to this Guarantee is situated in the County of **Klickitat**, State of Washington, and is described as follows:

   See Exhibit A

3. As of the effective date, the premises are subject to the following Exceptions:

   a. Rights of parties in possession and claims that may be asserted under unrecorded instruments, if any.

   b. Agreements, if any, which appear in the Public Record related to future assessments or obligations not yet of record.

   c. Additional Exceptions as shown on **Schedule B**

1. **Parties to be notified:**

   a. James Bergquist – no contact information given

   b.

   c.

   d.

2. **Common Address purported to be:**

   Unknown address, Roosevelt, WA 98620

3. **Abbreviated Legal description as follows:**

   LOT 52 W ROOSEVELT ADD P97-02 PHASE 1; 17-3-21

4. **Defined Corner of property:**

   The Northwest corner of the property lies approximately 96 feet South of intersection of Willow Street and Skyline Ave.

SCHEDULE B

EXCEPTIONS

1. Delinquent General Taxes for the following year(s) and amount(s), (Inquiry should be made with the Klickitat County Treasurer's Office for the interest and penalty due), as follows:

Parcel no. : 03-21-1752-0052/00

Year(s) : 2022

Amount(s) : $314.87

Year(s) : 2023

Amount(s) : $227.50

Year(s) : 2024

Amount(s) : $208.27

2. Delinquent General Taxes for the first half 2025, (Inquiry should be made with the Klickitat County Treasurer's office for the interest and penalty due), as follows:

Amount : $94.11

Parcel no. : 03-21-1752-0052/00

The Second Half 2025taxes will become delinquent after October 31, 2025 in the amount of $80.17.

3. Covenants, conditions and restrictions (provisions, if any, based on race, color religion, sex, handicap, familial status or national origin are omitted) as set forth in the document

Recorded : October 11, 1994

Auditor's no. : 243650

4. The provisions of a Right of First Refusal set forth in the Declaration of Covenants, Conditions and Restrictions for West Roosevelt

Recorded : October 11, 1994

Auditor's No. : 243650

5. Covenants, conditions and restrictions (provisions, if any, based on race, color religion, sex, handicap, familial status or national origin are omitted) as set forth in the document

Recorded : October 28, 1999

Auditor's no. : 1014542

6. Easements, matter, covenants and conditions set forth in Plat of West Roosevelt Addition 1-P-97-02

Recorded : December 17, 2001

Auditor's no. : 1027324

. . . END SCHEDULE B . . .

Title Officer: Jessica L. Wesley

EXHIBIT A- LEGAL DESCRIPTION

IN THE COUNTY OF KLICKITAT, STATE OF WASHINGTON

Lot 52, Plat of West Roosevelt Addition No. 1, Plat No. P 97-02, recorded December 17, 2001, as Auditor's No. 1027324.

PLAT OF WEST ROOSEVELT ADDITION 1-P-97-02

RE-PLAT OF BLOCKS 4,5,9,10,11,12,13 AND 15 OF WEST ROOSEVELT

W1/2 SECTION 17, T 3 N, R 21 E, WM

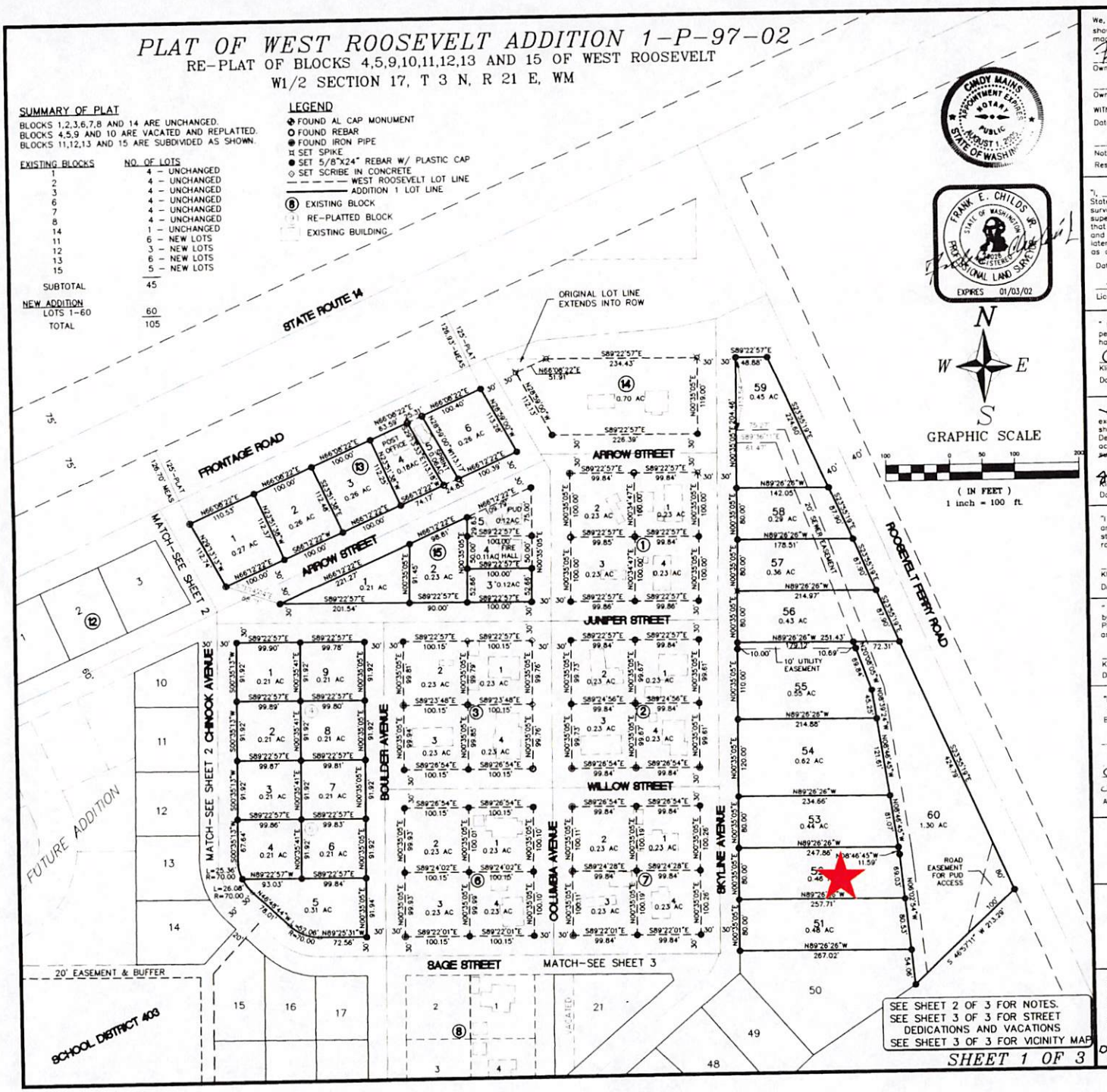
SUMMARY OF PLAT

BLOCKS 1,2,3,6,7,8 AND 14 ARE UNCHANGED.
BLOCKS 4,5,9 AND 10 ARE VACATED AND REPLATTED.
BLOCKS 11,12,13 AND 15 ARE SUBDIVIDED AS SHOWN.

EXISTING BLOCKS	NO. OF LOTS
1	4 - UNCHANGED
2	4 - UNCHANGED
3	4 - UNCHANGED
6	4 - UNCHANGED
7	4 - UNCHANGED
8	4 - UNCHANGED
14	1 - UNCHANGED
11	6 - NEW LOTS
12	3 - NEW LOTS
13	6 - NEW LOTS
15	5 - NEW LOTS
SUBTOTAL	45
NEW ADDITION LOTS 1-60	60
TOTAL	105

LEGEND

- FOUND AL CAP MONUMENT
- FOUND REBAR
- FOUND IRON PIPE
- SET SPIKE
- SET 5/8"X24" REBAR W/ PLASTIC CAP
- SET SCRIBE IN CONCRETE
- WEST ROOSEVELT LOT LINE
- ADDITION 1 LOT LINE
- (8) EXISTING BLOCK
- RE-PLATTED BLOCK
- EXISTING BUILDING



SEE SHEET 2 OF 3 FOR NOTES.
SEE SHEET 3 OF 3 FOR STREET DEDICATIONS AND VACATIONS
SEE SHEET 3 OF 3 FOR VICINITY MAP

SHEET 1 OF 3

We, Owners of the Plat of West Roosevelt Addition 1- P-97-02 shown herein, hereby declare that this division of land has been made with our consent and in accordance with our desires."

29 NOV 01

Owner Date Owner Date

Owner Date Owner Date

WITNESS MY HAND AND OFFICIAL SEAL the day and year first written.

Dated this 29th day of November, 2001

Cindy Mains

Notary Public in and for the State of Washington
Residing in Yakima County

"I, Frank E. Childs, Jr. registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision during the period of April,1997 through March ,2001; that the distances, courses, and angles are shown thereon correctly; and that monuments other than those approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Dated this 15 th day of August, 2001

Licensed Land Surveyor PLS NO.18028

" I hereby certify that all taxes, and compensating taxes and/or penalties and property contained within the plat shown herein have been paid, discharged or satisfied.

Klickitat County Treasurer

Dated this 17 day of Dec, 2001"

~~" I hereby certify that the plat of P-97-02 has been examined by me and that all sewage and water systems herein shown meet and comply with all requirements of the County Health Department. Each lot will require separate review to determine acceptability for on-site sewage disposal. Adequacy of water supply is not guaranteed.~~

REHS (PUD WATER/SEWER)

Klickitat County Health Officer

Dated this 11 day of Dec, 2001"

"I hereby certify that the plat of P-97-02 has been reviewed and examined by me and that it conforms with Klickitat County standards for survey data, layout of roads, alleys and easements, road names and numbers, and other improvements as required.

Klickitat County Engineer

Dated this 4 day of Dec 2001

" I hereby certify that the plat of P-97-02 has been examined by me and that it conforms with the Klickitat County Comprehensive Plan, Zoning Ordinance, Floodplain Ordinance, Environmental Ordinance and any other applicable laws or policies.

Klickitat County Planning Director

Dated this 17 day of December 2001"

"Examined and approved and dedication of roads hereby accepted as shown this 17 day of Dec 2001

Board of Klickitat County Commissioners

absent
Chairman

Commissioner Commissioner

Chair pro tem

ATTEST: Clerk of the Board

Taylor Engineering, Inc.
Civil Design and Land Planning
228 South Columbus Avenue, Suite 104
Goldendale, Washington 98620
PHONE (509) 773-4945, FAX (509) 773-5888, JOB NO 01-G201-PLAT-S1

PLAT OF

WEST ROOSEVELT ADDITION 1
P 97-02

SECTION 17, T 3 N, R 21 E, WM
KLICKITAT COUNTY, WASHINGTON

SUBDIVISION FILED FOR RECORD AT THE REQUEST OF TAYLOR ENGINEERING, INC. THIS 17th DAY OF December 2001, AT 3:02 PM AND RECORDED IN VOLUME 6 OF PLATS, PAGE 35 RECORDS OF KLICKITAT COUNTY, WASHINGTON.

Diana Housden by Deputy 1027324

Klickitat County Auditor Auditors No.

PLAT OF WEST ROOSEVELT ADDITION 1–P–97–02

RE–PLAT OF BLOCKS 4,5,9,10,11,12,13 AND 15 OF WEST ROOSEVELT

W1/2 SECTION 17, T 3 N, R 21 E, WM

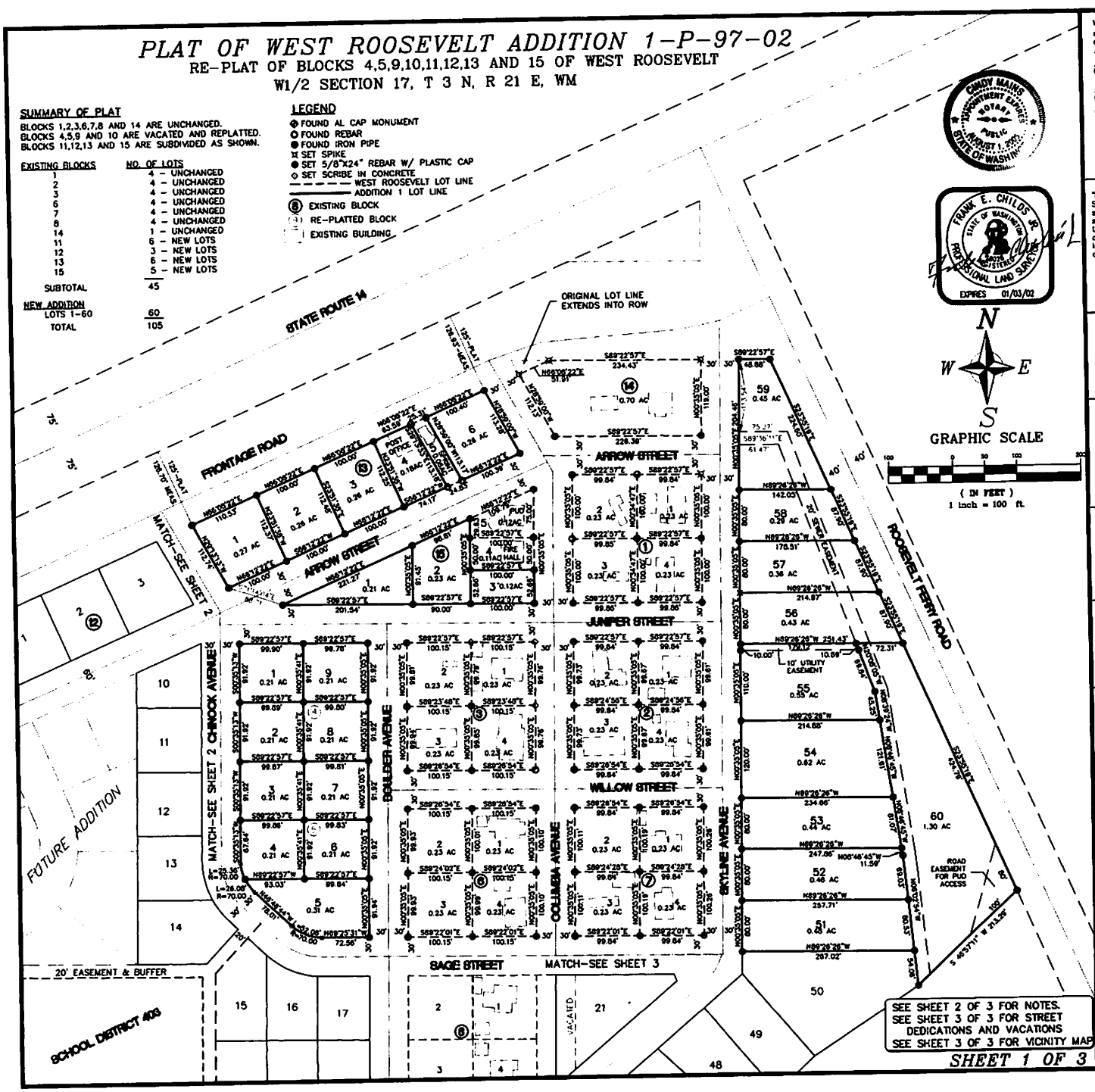
SUMMARY OF PLAT

BLOCKS 1,2,3,6,7,8 AND 14 ARE UNCHANGED.
BLOCKS 4,5,9 AND 10 ARE VACATED AND REPLATTED.
BLOCKS 11,12,13 AND 15 ARE SUBDIVIDED AS SHOWN.

EXISTING BLOCKS	NO. OF LOTS
1	4 – UNCHANGED
2	4 – UNCHANGED
3	4 – UNCHANGED
6	4 – UNCHANGED
7	4 – UNCHANGED
8	4 – UNCHANGED
14	1 – UNCHANGED
11	6 – NEW LOTS
12	3 – NEW LOTS
13	6 – NEW LOTS
15	5 – NEW LOTS
SUBTOTAL	45
NEW ADDITION LOTS 1–60	60
TOTAL	105

LEGEND

- FOUND AL CAP MONUMENT
- FOUND REBAR
- FOUND IRON PIPE
- SET SPIKE
- SET 5/8"X24" REBAR W/ PLASTIC CAP
- SET SCRIBE IN CONCRETE
- WEST ROOSEVELT LOT LINE
- ADDITION 1 LOT LINE
- (8) EXISTING BLOCK
- (2) RE–PLATTED BLOCK
- EXISTING BUILDING



SEE SHEET 2 OF 3 FOR NOTES.
SEE SHEET 3 OF 3 FOR STREET DEDICATIONS AND VACATIONS
SEE SHEET 3 OF 3 FOR VICINITY MAP

SHEET 1 OF 3

We, Owners of the Plat of West Roosevelt Addition 1– P–97–02 shown herein, hereby declare that this division of land has been made with our consent and in accordance with our desires.

Owner Date Owner Date

Owner Date Owner Date

WITNESS MY HAND AND OFFICIAL SEAL the day and year first written.
Dated this 29th day of November 2001.

Notary Public in and for the State of Washington
Residing in Yakima County

I, Frank E. Childs Jr. registered as a land surveyor by the State of Washington, certify that this plat is based on an actual survey of the land described herein, conducted by me or under my supervision during the period of April,1997 through March 2001; that the distances, courses, and angles are shown thereon correctly; and that monuments other than those approved for setting at a later date, have been set and lot corners staked on the ground as depicted on the plat.

Dated this 15 th day of August, 2001

Licensed Land Surveyor PLS NO.18028

I hereby certify that all taxes, and compensating taxes and/or penalties and property contained within the plat shown herein have been paid, discharged or satisfied.

Klickitat County Treasurer
Dated this 17 day of Dec 2001

~~I~~ hereby certify that the plat of P–97–02 has been examined by me and that all sewage and water systems herein shown meet and comply with all requirements of the County Health Department. Each lot will require separate review to determine acceptability for on–site sewage disposal. Adequacy of water supply is not guaranteed.

Klickitat County Health Officer (PUD WATER/SEWER)
Dated this 11 day of Dec. 2001

I hereby certify that the plat of P–97–02 has been reviewed and examined by me and that it conforms with Klickitat County standards for survey data, layout of roads, alleys and easements, road names and numbers, and other improvements as required.

Klickitat County Engineer
Dated this 4 day of Dec 2001

I hereby certify that the plat of P–97–02 has been examined by me and that it conforms with the Klickitat County Comprehensive Plan, Zoning Ordinance, Floodplain Ordinance, Environmental Ordinance and any other applicable laws or policies.

Klickitat County Planning Director
Dated this 13 day of December 2001

Examined and approved and dedication of roads hereby accepted as shown this 17 day of Dec 2001
Board of Klickitat County Commissioners

absent
Chairman
Commissioner Commissioner
ATTEST: Clerk of the Board

Taylor Engineering, Inc.
Civil Design and Land Planning
228 South Columbus Avenue, Suite 104
Goldendale, Washington 98620
PHONE (509) 773–4945, FAX (509) 773–5886, JOB NO 01–G001–PLAT–S1

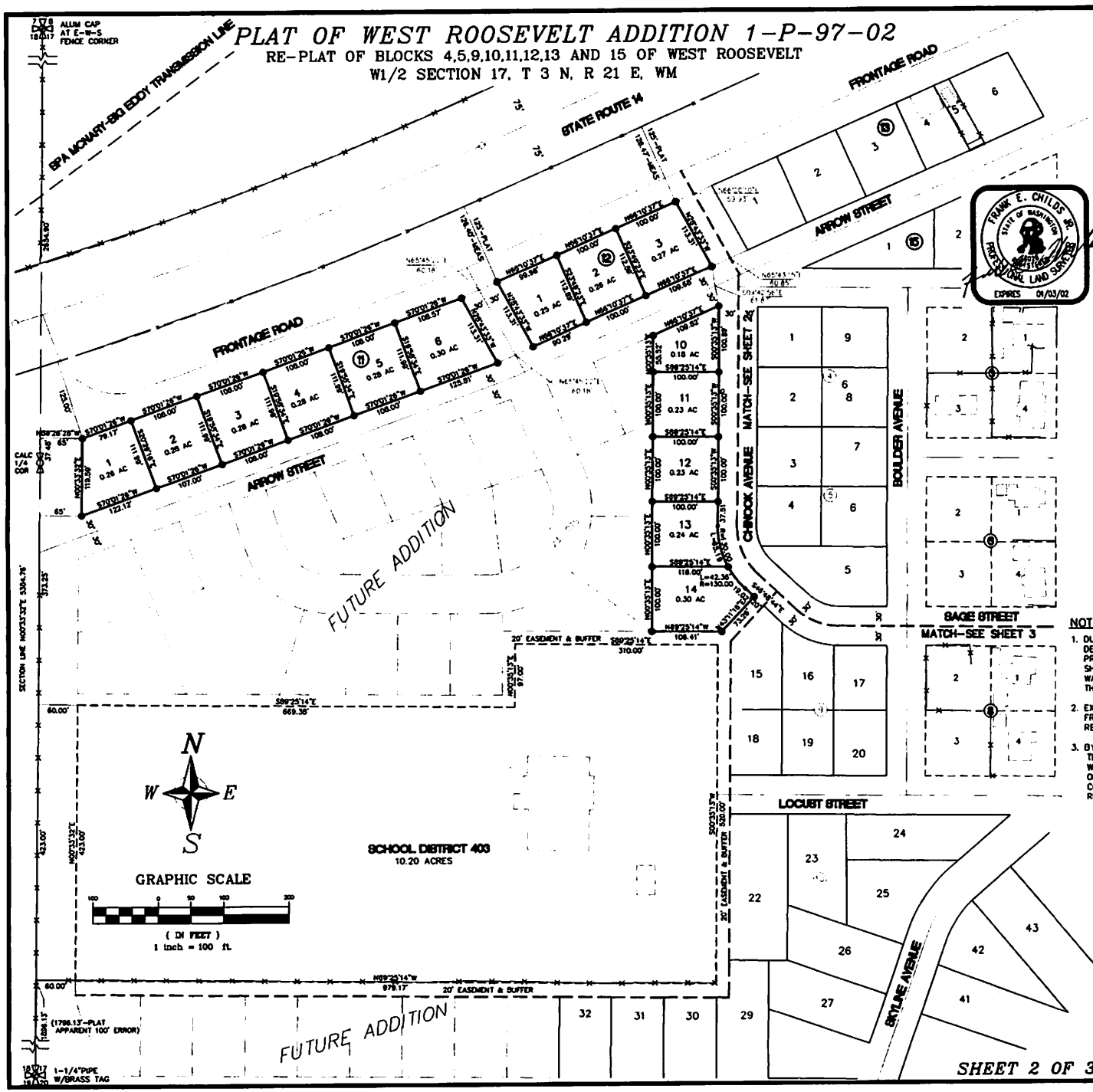
PLAT OF
WEST ROOSEVELT ADDITION 1
P 97–02
SECTION 17, T 3 N, R 21 E, WM
KLICKITAT COUNTY, WASHINGTON

SUBDIVISION FILED FOR RECORD AT THE REQUEST OF TAYLOR ENGINEERING, INC. THIS 17th DAY OF December 2001, AT 3:02 PM AND RECORDED IN VOLUME 6 OF PLATS, PAGE 35 RECORDS OF KLICKITAT COUNTY, WASHINGTON.

Diana Housden by Diana Housden Deputy 1027324
Klickitat County Auditor Auditors No.

PLAT OF WEST ROOSEVELT ADDITION 1-P-97-02

RE-PLAT OF BLOCKS 4,5,9,10,11,12,13 AND 15 OF WEST ROOSEVELT
W1/2 SECTION 17, T 3 N, R 21 E, WM



LEGEND

- FOUND AL CAP MONUMENT
- FOUND REBAR
- FOUND IRON PIPE
- SET SPIKE
- SET 5/8"X24" REBAR W/ PLASTIC CAP
- WEST ROOSEVELT LOT LINE
- ADDITION 1 LOT LINE
- EXISTING BLOCK
- RE-PLATTED BLOCK
- EXISTING BUILDING
- FENCE

BASIS OF BEARINGS

STATE ROUTE 14 CENTERLINE AT WOOD GULCH BRIDGE-BEARING N 66°11' E

REFERENCES

PLAT OF WEST ROOSEVELT (BOOK 3, PAGE 44 OF PLATS)
SURVEY'S 192241, 208620, 1000992

MONUMENTS VISITED

JANUARY 2001

LEGAL DESCRIPTION

TOTAL

BLOCKS 4,5,9,10,11,12,13 AND 15 OF THE PLAT OF WEST ROOSEVELT.
TOGETHER WITH THAT PORTION OF THE WEST HALF OF SECTION 17, T 3 N, R 21 E, WM LYING SOUTH OF STATE ROUTE 14, WEST OF ROOSEVELT FERRY ROAD AND NORTH OF THE GOVERNMENT TAKING LINE.
EXCEPT SCHOOL DISTRICT NO 403 PROPERTY.

EXCEPT KLICKITAT PUD NO 1 PROPERTY.

EXCEPT BLOCKS 1,2,3,6,7,8 AND 14 OF THE PLAT OF WEST ROOSEVELT.

EXCEPT THE WEST 25' OF THE EAST 125' OF BLOCK 13, PLAT OF WEST ROOSEVELT.

EXCEPT THE EAST 100' OF THE NORTH 125' OF BLOCK 15, PLAT OF WEST ROOSEVELT.

ACCURACY STATEMENT (WAC 332-130)

THIS SURVEY WAS PERFORMED USING A LIETZ SET-4 TOTAL STATION, BY FIELD TRAVERSE WITH RELATIVE ACCURACY GREATER THAN 1:5000. MATHEMATICAL ANALYSIS WHERE REQUIRED IS BY COMPASS RULE.

NOTES

1. DURING THE DEVELOPMENT OF THE SUBDIVISION, INCLUDING THE DEVELOPMENT OF INDIVIDUAL LOTS, SHOULD ANY HISTORIC OR PREHISTORIC CULTURAL RESOURCES BE UNCOVERED, ALL WORK SHALL CEASE AND THE APPLICANT SHALL IMMEDIATELY NOTIFY THE WA. STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION, THE YAKAMA INDIAN NATION, AND THE PLANNING DEPARTMENT.
2. EXISTING RESOURCE AND AGRICULTURAL USES ARE PROTECTED FROM CLAIMS FOR DAMAGES, EQUITABLE RELIEF, OR ADMINISTRATIVE REMEDY PER KLICKITAT COUNTY ORDINANCE 060595.
3. BY APPROVING THIS PLAT, KLICKITAT COUNTY DOES NOT GUARANTEE THAT ESTABLISHING OR PROVIDING ANY SOURCE OF WATER SUPPLY WILL NOT REQUIRE A WATER RIGHT FROM THE WA STATE DEPARTMENT OF ECOLOGY. OWNERS AND/OR PROSPECTIVE OWNERS SHOULD CONTACT THE WA STATE DEPARTMENT OF ECOLOGY FOR REGULATIONS RELATING TO WATER RIGHTS.

Taylor Engineering, Inc.
Civil Design and Land Planning
228 South Columbus Avenue, Suite 104
Goldendale, Washington 98620
PHONE (509) 773-4848, FAX (509) 773-5888, JOB NO 01-G201-PLAT-S2

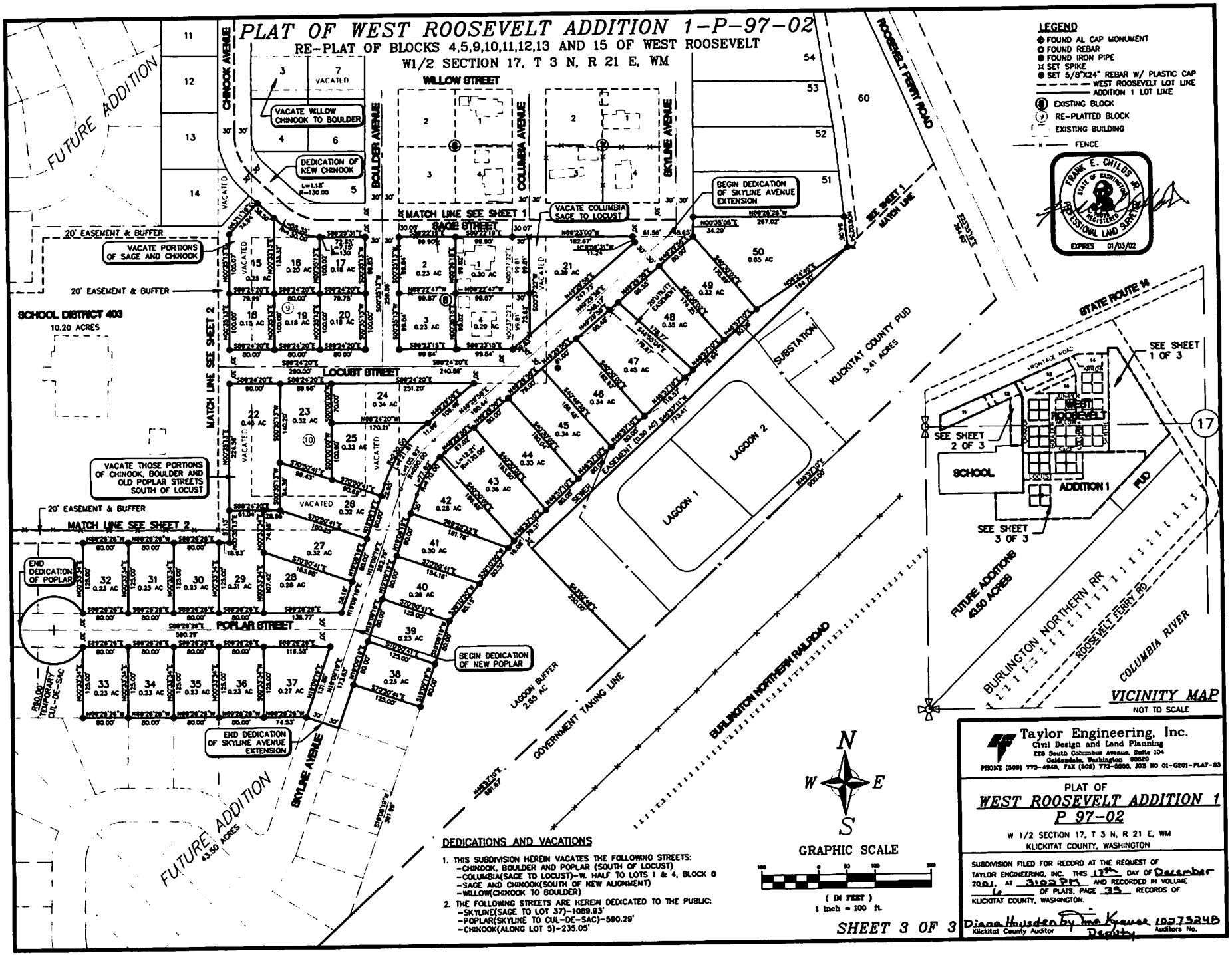
PLAT OF
WEST ROOSEVELT ADDITION 1
P 97-02
W1/2 SECTION 17, T 3 N, R 21 E, WM
KLICKITAT COUNTY, WASHINGTON

SUBDIVISION FILED FOR RECORD AT THE REQUEST OF TAYLOR ENGINEERING, INC. THIS 17th DAY OF December 2001, AT 3:02 PM AND RECORDED IN VOLUME 6 OF PLATS, PAGE 35 RECORDS OF KLICKITAT COUNTY, WASHINGTON.

Diana Housden by Tina Krause 10273244
Klickitat County Auditor Deputy Auditors No.

SHEET 2 OF 3

ROOSEVELT


PLAT OF WEST ROOSEVELT ADDITION 1-P-97-02
RE-PLAT OF BLOCKS 4,5,9,10,11,12,13 AND 15 OF WEST ROOSEVELT
W1/2 SECTION 17, T 3 N, R 21 E, WM
LEGEND
FOUND AL CAP MONUMENT
FOUND REBAR
FOUND IRON PIPE
SET SPIKE
SET 5/8"X24" REBAR W/ PLASTIC CAP
WEST ROOSEVELT LOT LINE
ADDITION 1 LOT LINE
EXISTING BLOCK
RE-PLATTED BLOCK
EXISTING BUILDING
FENCE
FRANK E. CHILDS JR.
STATE OF WASHINGTON
PROFESSIONAL LAND SURVEYOR
EXPIRES 01/03/02
WILLOW STREET
SAGE STREET
LOCUST STREET
POPLAR STREET
CHINOOK AVENUE
BOULDER AVENUE
COLUMBIA AVENUE
SKYLINE AVENUE
ROOSEVELT FERRY ROAD
VACATE WILLOW CHINOOK TO BOULDER
DEDICATION OF NEW CHINOOK
VACATE COLUMBIA SAGE TO LOCUST
BEGIN DEDICATION OF SKYLINE AVENUE EXTENSION
VACATE PORTIONS OF SAGE AND CHINOOK
VACATE THOSE PORTIONS OF CHINOOK, BOULDER AND OLD POPLAR STREETS SOUTH OF LOCUST
END DEDICATION OF POPLAR
END DEDICATION OF SKYLINE AVENUE EXTENSION
BEGIN DEDICATION OF NEW POPLAR
20' EASEMENT & BUFFER
SCHOOL DISTRICT 403
10.20 ACRES
MATCH LINE SEE SHEET 1
MATCH LINE SEE SHEET 2
SEE SHEET 1 MATCH LINE
FUTURE ADDITION
43.50 ACRES
LAGOON 1
LAGOON 2
LAGOON BUFFER 2.65 AC
SUBSTATION
KLICKITAT COUNTY PUD
5.41 ACRES
SEWER EASEMENT (0.50 AC)
GOVERNMENT TAKING LINE
BURLINGTON NORTHERN RAILROAD
STATE ROUTE 14
SEE SHEET 1 OF 3
SEE SHEET 2 OF 3
SEE SHEET 3 OF 3
SCHOOL
ADDITION 1
FUD
FUTURE ADDITIONS 43.50 ACRES
BURLINGTON NORTHERN RR
ROOSEVELT FERRY RD
COLUMBIA RIVER
VICINITY MAP
NOT TO SCALE
N
W
E
S
GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
DEDICATIONS AND VACATIONS
1. THIS SUBDIVISION HEREIN VACATES THE FOLLOWING STREETS:
-CHINOOK, BOULDER AND POPLAR (SOUTH OF LOCUST)
-COLUMBIA(SAGE TO LOCUST)-W. HALF TO LOTS 1 & 4, BLOCK 6
-SAGE AND CHINOOK(SOUTH OF NEW ALIGNMENT)
-WILLOW(CHINOOK TO BOULDER)
2. THE FOLLOWING STREETS ARE HEREIN DEDICATED TO THE PUBLIC:
-SKYLINE(SAGE TO LOT 37)-1089.93'
-POPLAR(SKYLINE TO CUL-DE-SAC)-590.29'
-CHINOOK(ALONG LOT 5)-235.05'
SHEET 3 OF 3
Taylor Engineering, Inc.
Civil Design and Land Planning
228 South Columbus Avenue, Suite 104
Goldendale, Washington 98620
PHONE (509) 773-4945, FAX (509) 773-5866, JOB NO 01-G201-PLAT-83
PLAT OF
WEST ROOSEVELT ADDITION 1
P 97-02
W 1/2 SECTION 17, T 3 N, R 21 E, WM
KLICKITAT COUNTY, WASHINGTON
SUBDIVISION FILED FOR RECORD AT THE REQUEST OF TAYLOR ENGINEERING, INC. THIS 17th DAY OF December 2001, AT 3:02 PM AND RECORDED IN VOLUME 6 OF PLATS, PAGE 35 RECORDS OF KLICKITAT COUNTY, WASHINGTON.
Diana Housden by Tina Krause
Klickitat County Auditor
Deputy
1027524B
Auditors No.

ROOSEVELT

1014542
Page: 1 of 6
10/28/1999 09:39A
Klickitat Co.
RESOURCE DEVELOPMENT 20

AFTER RECORDING MAIL TO:

Name Resource Development
Address _____
City/State _____

Document Title(s): (or transactions contained therein)
1. Covenants, Conditions, & Restrictions
2.
3.
4.

GRANTOR (s): (Last name first, then first name and initials)
1. West Roosevelt Property Owners
2.
3.
4.

0 Additional Names on page _____of document

GRANTEE (s): (Last name first, then first name and initials)
1. Public, The
2.
3.
4.

0 Additional Names on page _____of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)
West Roosevelt
0 Complete legal description is on page _____of document.

Assessor's Property Tax Parcel/Account Number(s):

Reference Number(s) of Documents assigned or released:

0 Additional numbers on page _____of document

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

RESOURCE DEVELOPMENT ZO
1014542
Page: 2 of 6
10/28/1999 09:39A
Klickitat Co.

August 17, 1999

We, the undersigned property owners of West Roosevelt, approve the amendments to our Covenants, Conditions and Restrictions:

Property Owner/Representative	
Herbert H. Hunt	305 Columbia
Linda L Briggs	203 Skyline Ave.
Stephe Rojas	111 Juniper ST
Peggy Hannan	211 Willow St.
Dan Moore	211 Arrow ST
Linda Rogers	101 Sage
Jeff G McHolland	411 Columbia
[illegible]	314 Skyline
Mickie Lawrence	505 Columbia AVE
David Scott	550 middle Rd. For (allied Waste.)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST ROOSEVELT

THIS DECLARATION is made as of the 27th day of October, 1999 by Roosevelt Associates, a Washington partnership ("Declarant"), as the owner and developer of certain real property situated in Klickitat County, State of Washington, and known as West Roosevelt, Washington ("WR"), which property is more specifically described on Exhibit A, which is attached hereto and incorporated hereby by this reference.

RECITALS

Declarant desires to develop WR as a residential community. Declarant also desires to create certain design and maintenance standards for the benefit of the WR community and to provide for the consistent appearance, cleanliness and protection of the community areas. This Declaration establishes a common plan for WR for the benefit of the Declarant and its successors and assigns and the owners of lots within WR and the residences located thereon.

Therefore, Declarant hereby establishes and declares that all of WR as described in Exhibit A, and the residences and structures constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of WR for the benefit of Declarant and the owners of WR, and their successors, grantor and assigns (even if the Declarant or its successors, grantees or assigns does not own any interest in WR). All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in WR or any part thereof (except as otherwise set forth herein), and shall inure to the benefit of the Declarant and the owners of WR and their successors, grantees and assigns (even if Declarant or its successors, grantees or assigns does not own any interest in WR) and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE I. USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1.1. Authorized Uses. Lots in WR as identified in Exhibit A shall be used for residential purposes and related residential facilities and activities normally incidental to a residential community. No lot shall be subdivided without Declarant's prior written approval. Principal residential uses shall be in substantial accordance with Klickitat County Residential Zone (R), with applicable permitted uses, conditional uses, density provisions, permitted accessory uses, signs, and parking; however, excluding mobile home parks.

Block 15, in entirety, shall be solely for community use (Fire District #9, PUD pumphouse, community center, etc.).

Section 1.2. Building or Clearing Plans. Notwithstanding the applicability and conformance with all County and municipal-imposed standard building codes; no single-family residential dwelling may be constructed containing less than 720 square feet, exclusive of open porches and garages. It is the intention and purpose of these covenants to assure that all single-family dwellings and duplexes shall be of a quality of workmanship and materials substantially the same.

Section 1.3. Temporary Buildings. No structures of temporary character, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, or constructed on any lot except as an incidental use of a lot in connection with an owner's occupancy of a residence.

Section 1.4. Landscaping. No trees or shrubs shall be planted in any location where they will obstruct road vision and create a traffic hazard. No trees or shrubs which may serve as a host for apple maggot or cherry fruit fly will be allowed in WR. Any fruit-bearing trees shall be cared for and maintained in accordance with the Standards of Klickitat County relating to the maintenance and care of fruit-bearing trees.

Section 1.5. Sanitation. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats, or other household pets may be kept; provided, they are not kept, bred or maintained for any commercial purpose.

Section 1.6. Garbage. No garbage, refuse, or rubbish shall be deposited or left in WR, unless placed in a suitable covered container.

Section 1.7. Vehicle Parking and Storage. No trailers, campers, recreation vehicles or similar vehicle or device shall be used as a permanent residence.

Section 1.8. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to

remain upon WR which may damage or interfere with any utility or access easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or restrict direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within any easement area unless specifically approved by the Declarant and applicable governmental authorities.

Section 1.9. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, BB guns, or any other like weapon, shall be used or discharged within WR except by authorized governmental officials.

ARTICLE II. COMMENCEMENT OF CONSTRUCTION

Section 2.1. Commencement. It is the intent of the Declarant that lots within WR be developed in a timely fashion. Any owner that acquires a lot in WR must commence construction of a residence upon the lot within three (3) years from the date of initial sale of the property by Declarant. The term "commence construction" shall mean that the owner shall have obtained a building permit for the residence and have excavated a foundation for the residence or installed a frame for the residence within the time period specified.

Section 2.2. Extensions and Exclusions. Owners may request extensions to the three (3) year commencement requirement for reasonable causes. Reasonable causes shall be determined at the discretion of the Declarant. Owners may request exclusion from requirement to develop if lot(s) is contiguous to, or restricts views from, a lot owned by some owner on the effective date of this Declaration. Determinations regarding view restriction shall be made by the Declarant.

Section 2.3. Rescission of Sale by Declarant. If the owner fails to commence construction within the three (3) year period, the Declarant shall have the right, but not the obligation, to rescind the original sale of the lot by returning to the owner the original sale price paid to Declarant. The Declarant shall, by written notice to the owner, exercise this right to rescind the lot during the sixty (60) days following the expiration of the three (3) year period, or grant an extension period. If an extension is granted, Declarant's right to rescind shall continue for sixty (60) days beyond the expiration of the extension period. If Declarant fails to provide written notice during the specified time, Declarant's rescission rights shall terminate and have no further force or effect. If Declarant exercises its right to rescind the sale, closing shall occur within sixty (60) days of the date of Declarant's notice of exercise. At closing, the owner shall execute and deliver a statutory warranty deed. Declarant shall pay all closing costs.

ARTICLE III. OWNER MAINTENANCE

The maintenance, upkeep, and repair of individual lots, driveway and parking improvements located solely within individual lots and improvements thereto, shall be the sole responsibility of the individual owners thereof, and in no way shall it be the responsibility of the Declarant or its agents, officers or directors. Without limitation as to the foregoing, each owner shall be obligated to keep his lot, driveways, parking areas, and improvements thereto in a clean, sightly and sanitary condition and maintain the landscaping on his lot in a healthy and attractive state and in a manner comparable to that of the other lots in WR.

ARTICLE IV. RELIEF

In cases where an owner has made a factual showing that strict application of the provisions of this Declaration (regulating construction, animals, commercial uses, vehicle parking, and storage), would work a severe hardship, the Declarant may grant the owner relief from any of such provisions, provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship. The Decision of the Declarant in granting or denying such relief shall be final and conclusive.

ARTICLE V. COVENANTS RUNNING WITH THE LAND

The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of WR, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any lot shall be subject to this Declaration.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Right to Enforce. The Declarant or any owner, shall have the right to enforce, by any appropriate proceeding at law in equity (including bringing injunctive relief), all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by

any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 6.2. Amendment. This Declaration may be amended at any time by an instrument executed by the owners, provided, however, that such amendment shall have received the prior approval of a vote of the Declarant and of two-thirds (2/3rds) of the owners in WR. Approval of the Declarant shall no longer be required at such time that Declarant directly controls less than one-sixth (1/6) of all lots in WR. Further, at such time, owners shall have ability to establish a board, committee, or other such instrument to ensure provisions of Declaration are followed.

Section 6.3. Non-Waiver. No waiver of any breach of this Declaration or failure to enforce any covenant of this Declaration shall constitute a waiver of any other breach, whether of the same or any other covenant, condition, or restriction.

Section 6.4. Attorney's Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys' fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 6.5. No Abandonment of Obligation. No owner, through his non-use of his lot, may avoid or diminish the burdens or obligations imposed by this Declaration

Section 6.6. Captions. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 6.7. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

Section 6.8. Notices. All notices, demands, or other communication ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any owner may be given at any lot owned by such owner; provided, however, that an owner may from time to time by Notice to the Declarant designate such place or places or individuals for the receipt of future Notices. If there is more than one owner of a lot, Notice to any one such owner shall be sufficient. If the address of Declarant shall be changed, Notice shall be given to all owners.

Section 6.9. Applicable Law. This Declaration shall be governed by and construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned Declarant has executed this declaration the day and year first above written.

ROOSEVELT ASSOCIATES
a Washington Partnership

By Regional Disposal Company
Its Managing General Partner

By _____

Its GENERAL MANAGER

STATE OF WASHINGTON)
)
COUNTY OF KLICKITAT)

On this day personally appeared before me Pete Kelber, to me know to be the General Manager of Regional Disposal Company, the Managing General Partner of Roosevelt Associates, the partnership, that executed the within and foregoing instrument. And acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this 27th day of October, 1999.

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Page: 6 of 6
10/28/1999 09:39A
Klickitat Co.

RESOURCE DEVELOPMENT 20

Cindy Mains
NOTARY PUBLIC in and for the State of Washington, residing at Yakima County
My commission expires 08/01/01

[illegible] 303 Columbia

WHEN RECORDED MAIL TO:
Regional Disposal
200 112th Ave., NE
S-300
Bellevue, Wa 98004

FILED FOR RECORD
KLICKITAT COUNTY AUDITOR

94 OCT 11 PM 3:58

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEST ROOSEVELT

THIS DECLARATION is made as of the 11th day of October, 1994 by Roosevelt Associates, a Washington partnership ("Declarant"), as the owner and developer of certain real property situated in Klickitat County, State of Washington, and known as West Roosevelt, Washington ("WR"), which property is more specifically described on Exhibit A, which is attached hereto and incorporated hereby by this reference.

RECITALS

Declarant desires to develop WR as a residential community. Declarant also desires to create certain design and maintenance standards for the benefit of the WR community and to provide for the consistent appearance, cleanliness and protection of the community areas This Declaration establishes a common plan for WR for the benefit of the Declarant and its successors and assigns and the owners of lots within WR and the residences located thereon.

Therefore, Declarant hereby establishes and declares that all of WR as described in Exhibit A, and the residences and structures constructed thereon are, and will be, held, sold and conveyed subject to and burdened by the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of WR for the benefit of Declarant and the owners of WR, and their successors, grantor and assigns (even if Declarant or its successors, grantees or assigns does not own any interest in WR). All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title or interest in WR or any part thereof (except as otherwise set forth herein), and shall inure to the benefit of the Declarant and the owners of WR and their successors, grantees and assigns (even if Declarant or its successors, grantees or assigns does not own any interest in WR) and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE I. USE COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1.1. Authorized Uses. Lots in WR as identified in Exhibit A shall be used solely for single-family residential purposes and related single-family residential facilities and activities normally incidental to a single-family residential community. No lot shall be subdivided without Declarant's prior written approval.

Section 1.2. Building or Clearing Plans. Notwithstanding the applicability and conformance with all County and municipal-imposed standard building codes; no single-family residential dwelling may be constructed containing less than 700 square feet, exclusive of open perches and garages. It is the intention and purpose of these covenants to assure that all single-family dwellings shall be of a quality of workmanship and materials substantially the same.

Section 1.3. Temporary Buildings. No structures of temporary character, tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or

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permanently or constructed on any lot except as an incidental use of a lot in connection with an owner's occupancy of a single-family residence.

Section 1.4. Landscaping. No trees or shrubs shall be planted in any location where they will obstruct road vision and create a traffic hazard. No trees or shrubs which may serve as a host for apple maggot or cherry fruit fly will be allowed in WR. Any fruit-bearing trees shall be cared for and maintained in accordance with the Standards of Klickitat County relating to the maintenance and care of fruit-bearing trees.

Section 1.5. Sanitation. No animals, livestock or poultry of any kind shall be raised, bred or kept upon any lot, except that dogs, cats, or other household pets may be kept; provided, they are not kept, bred or maintained for any commercial purpose.

Section 1.6. Garbage. No garbage, refuse, or rubbish shall be deposited or left in WR, unless placed in a suitable covered container.

Section 1.7. Vehicle Parking and Storage. No trailers, campers, recreational vehicles or similar vehicle or device shall be used as a permanent residence.

Section 1.8. No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon WR which may damage or interfere with any utility or access easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or restrict direction or flow of any drainage channels. No decorative planting, structure or fence may be maintained within any easement area unless specifically approved by the Declarant and applicable governmental authorities.

Section 1.9. Weapons. No firearms of any kind or nature, including rifles, handguns, bows, BB guns, or any other like weapon, shall be used or discharged within WR except by authorized governmental officials.

ARTICLE II. COMMENCEMENT OF CONSTRUCTION

Any owner that acquires a lot in WR must commence construction of a single-family residence upon the lot within one (1) year from the date of initial sale of the property by Declarant. The term "commence construction" shall mean that the owner shall have obtained a building permit for the single-family residence and have excavated a foundation for the residence or installed a frame for the residence within the one (1) year period. If the owner fails to commence construction within the one (1) year period, the Declarant shall have the right, but not the obligation, to rescind the original sale of the lot by returning to the owner the original sale price paid to Declarant. The Declarant shall by written notice to the owner exercise this right to rescind the lot within sixty (60) days of the expiration of the one (1) year period or grant an extension to the owner to commence construction for a period of up to six (6) months, in which case Declarant's right to rescind shall continue for sixty (60) days beyond the expiration of the extension period. If Declarant fails to timely exercise its election by written notice to the owner, Declarant's rescission rights shall terminate and have no further force or effect. If Declarant

exercises its right to rescind the sale, closing shall occur within thirt, (30) days of the date of Declarant's notice of exercise. At closing, the owner shall execute and deliver a statutory warranty deed. Declarant shall pay all closing expenses.

ARTICLE III. RIGHT OF FIRST REFUSAL

Declarant shall have at all times a right of refusal to re-purchase any lot offered for sale within WR until December 31, 2050. In the event an owner receives a bona fide third-party offer to purchase a lot, the owner shall provide a copy of the offer to Declarant. Declarant shall have the right, but not the obligation, to purchase the lot on the terms and conditions described in the offer; provided, that any non-cash portion of the offer may be matched by cash equivalent. Declarant shall notify the owner of its election to exercise the right of first refusal within thirty (30) days of the date the offer is received by Declarant. If Declarant fails to timely exercise the election, the right of first refusal shall terminate with respect to the offer and the lot may be sold to the third party on the terms and conditions described in the offer. If, however, the terms of the offer are changed to become better for the third party or if the owner subsequently receive an offer from another third party in the future, the right of first refusal shall continue to apply.

ARTICLE IV. OWNER MAINTENANCE

The maintenance, upkeep, and repair of individual lots, driveway and parking improvements located solely within individual lots and improvements thereto, shall be the sole responsibility of the individual owners thereof, and in no way shall it be the responsibility of the Declarant or its agents, officers or directors. Without limitation as to the foregoing, each owner shall be obligated to keep his lot, driveways, parking areas, and improvements thereto in a clean, sightly and sanitary condition and maintain the landscaping on his lot in a healthy and attractive state and in a manner comparable to that of the other lots in WR.

ARTICLE V. RELIEF

In cases where an owner has made a factual showing that strict application of the provisions of this Declaration (regulating construction, animals, commercial uses, vehicle parking and storage), would work a severe hardship, the Declarant may grant the owner relief from any of such provisions, provided, however, that such relief shall be limited by its scope or by conditions to only that necessary to relieve the hardship. The decision of the Declarant in granting or denying such relief shall be final and conclusive.

ARTICLE VI. COVENANTS RUNNING WITH THE LAND

The covenants, conditions, restrictions, liens, easements, enjoyment rights, and other provisions contained herein are intended to and shall run with the land and shall be binding upon all persons purchasing, leasing, subleasing, or otherwise occupying any portion of WR, their heirs, executors, administrators, successors, grantees, and assigns. All instruments granting or conveying any interest in any lot shall be subject to this Declaration.

ARTICLE VII. MISCELLANEOUS

Section 7.1. Right to Enforce. The Declarant or any owner, shall have the right to enforce, by any appropriate proceeding at law or in equity (including bringing injunctive relief), all covenants, conditions, restrictions, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure or forbearance by any person or entity so entitled to enforce the provisions of this Declaration to pursue enforcement shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.2. Amendment. This Declaration may be amended at any time by an instrument executed by the owners, provided, however, that such amendment shall have received the prior approval of a vote of the Declarant and of two-thirds (2/3rds) of the owners in WR.

Section 7.3. Non-Waiver. No waiver of any breach of this Declaration or failure to enforce any covenant of this Declaration shall constitute a waiver of an other breach, whether of the same or any other covenant, condition, or restriction.

Section 7.4. Attorneys' Fees. In the event of a suit or action to enforce any provision of this Declaration or to collect any money due hereunder or to foreclose a lien, the unsuccessful party in such suit or action shall pay to the prevailing party all costs and expenses, including title reports, and all attorneys' fees that the prevailing party has incurred in connection with the suit or action, in such amounts as the court may deem to be reasonable therein, and also including all costs, expenses, and attorneys' fees incurred in connection with any appeal from the decision of a trial court or any intermediate appellate court.

Section 7.5. No Abandonment of Obligation. No owner, through his non-use of his lot, may avoid or diminish the burdens or obligations imposed by this Declaration.

Section 7.6. Captions. The captions of the various articles, sections and paragraphs of this Declaration are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Declaration or any parts of this Declaration.

Section 7.7. Severability. Invalidation of any one of these covenants, conditions, restrictions, easements, or provisions by judgment or court order shall in no way affect any other of the same, all of which shall remain in full force and effect.

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Section 7.8. Notices. All notices, demands, or other communication ("Notices") permitted or required to be given by this Declaration shall be in writing and, if mailed postage prepaid by certified or registered mail, return receipt requested, shall be deemed given three (3) days after the date of mailing thereof, or on the date of actual receipt, if sooner; otherwise, Notices shall be deemed given on the date of actual receipt. Notice to any owner may be given at any lot owner by such owner; provided, however, that an owner may from time to time by Notice to the Declarant designate such other place or places or individuals for the receipt of future Notices. If there is more than one owner of a lot, Notice to any one such owner shall be sufficient. If the address of Declarant shall be changed, Notice shall be given to all owners.

Section 7.9. Applicable Law. This Declaration shall be governed by and construed in all respects under the laws of the State of Washington.

IN WITNESS WHEREOF, the undersigned Declarant has executed this declaration the day and year first above written.

ROOSEVELT ASSOCIATES,
a Washington partnership

By Regional Disposal Company,
Its Managing General Partner

By WJR Environmental, Inc.
Its Managing Joint Venturer

By _____
Its _____

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STATE OF WASHINGTON)
)
COUNTY OF KLICKITAT)

On this day personally appeared before me Warren Rapose, to me known to be the Managing Partner of WJR Environmental, Inc., the Managing Joint Venturer of Regional Disposal Company, the Managing General Partner of Roosevelt Associates, the partnership, that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal this 7 day of October, 1994.

OLIVIA F. BOUCHER NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 7-10-98

Olivia F. Boucher
NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My commission expires 7-10-98

305002.M121

EXHIBIT A - LEGAL DESCRIPTION

IN COUNTY OF KLICKITAT, STATE OF WASHINGTON

PARCEL A

Those parcels in Section 17, Township 3 North, Range 21 East, W.M.m described as follows:

In WEST ROOSEVELT according to the plat thereof recorded in Volume 3 of Plats, page 34 in the records of Klickitat County, Washington:

Block 1: All
Block 2: All
Block 3: All
Block 4: All
Block 5: All
Block 6: Lot 4
Block 7: All
Block 8: Lots 1 and 4
Block 9: All
Block 10: All
Block 11: All
Block 12: All
Block 13: All, EXCEPT the Westerly 25 feet of the Easterly 125 feet.
Block 15: All, EXCEPT the East 100 feet of the North 125 feet of said Block 15 as measured along the East line of said block.

An unnumbered tract lying within the boundaries of West Roosevelt, according to plat thereof recorded in Volume 3 of Plats, page 44, more particularly described as follows:

Beginning at a point on the West line of Section 17, Township 3 North, Range 21 East, W.M., which point is 2,739.93 feet North of the Southwest corner thereof:
Thence North 69°55' East 688.0 feet;
Thence North 65°51' East 1290.3 feet to the true point of beginning;
Thence South 85 feet;
Thence West to the Southerly right of way line of Primary State Highway No. 8;
Thence Northeasterly along the Southerly line of said highway to the point of beginning.

An unnumbered tract lying within the boundaries of West Roosevelt, according to plat thereof recorded in Volume 3 of Plats, page 44, more particularly described as follows:

Beginning at the initial point of said plat, which point is North, 1796.13 feet from the Southwest corner of Section 17, Township 3 North, Range 21 East, W.M.;
Thence South 89°43' East 60 feet;
Thence North 423 feet;
Thence South 89°43' East 721.1 feet;
Thence North 95 feet;
Thence South 89°43' East 210 feet;
Thence North to the South line of Arrow Street;
Thence Southwesterly along the South line of Arrow Street ot the West line of said

plat and the West line of said Section 17;
Thence South along said West line to the point of beginning.

PARCEL B

That portion of the West Half of Section 17, Township 3 North, Range 21 East, W.M.:

Lying Southerly of State Highway 14; and
Southwesterly of the Southwest line of the Roosevelt-Ferry Access Road; and
Northwesterly of the Government Taking line;

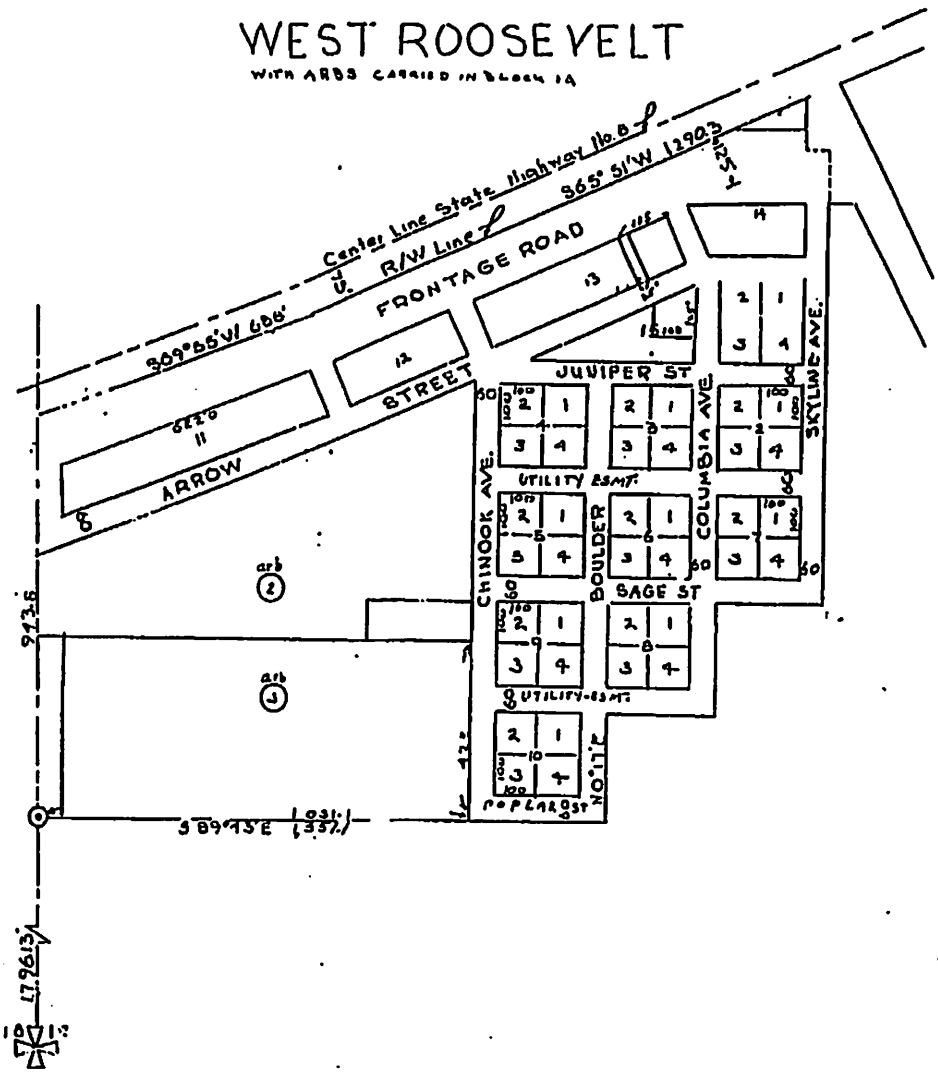
EXCEPTING any portion lying within West Roosevelt;

ALSO EXCEPT any portion included in the deeds to Public Utility District No. 1. Klickitat County recorded November 19, 1962 as Auditor's no. 106561 and August 7, 1964 as Auditor's no. 114371.

ALSO EXCEPT any portion lying within Parcel A, herein above.

WEST ROOSEVELT

WITH ARBS CARRIED IN BLOCK 14



The company has not surveyed the premises described in this report. This sketch is furnished without charge solely for the purposes of assisting in locating said premises and the company assumes no liability as to the validity, location or ownership of any easement or other matter shown thereon nor for inaccuracies therein. This sketch does not purport to show all highways, roads and easements adjoining or affecting said premises nor is it a part of the report, commitment, policy or other title evidence to which it may be attached

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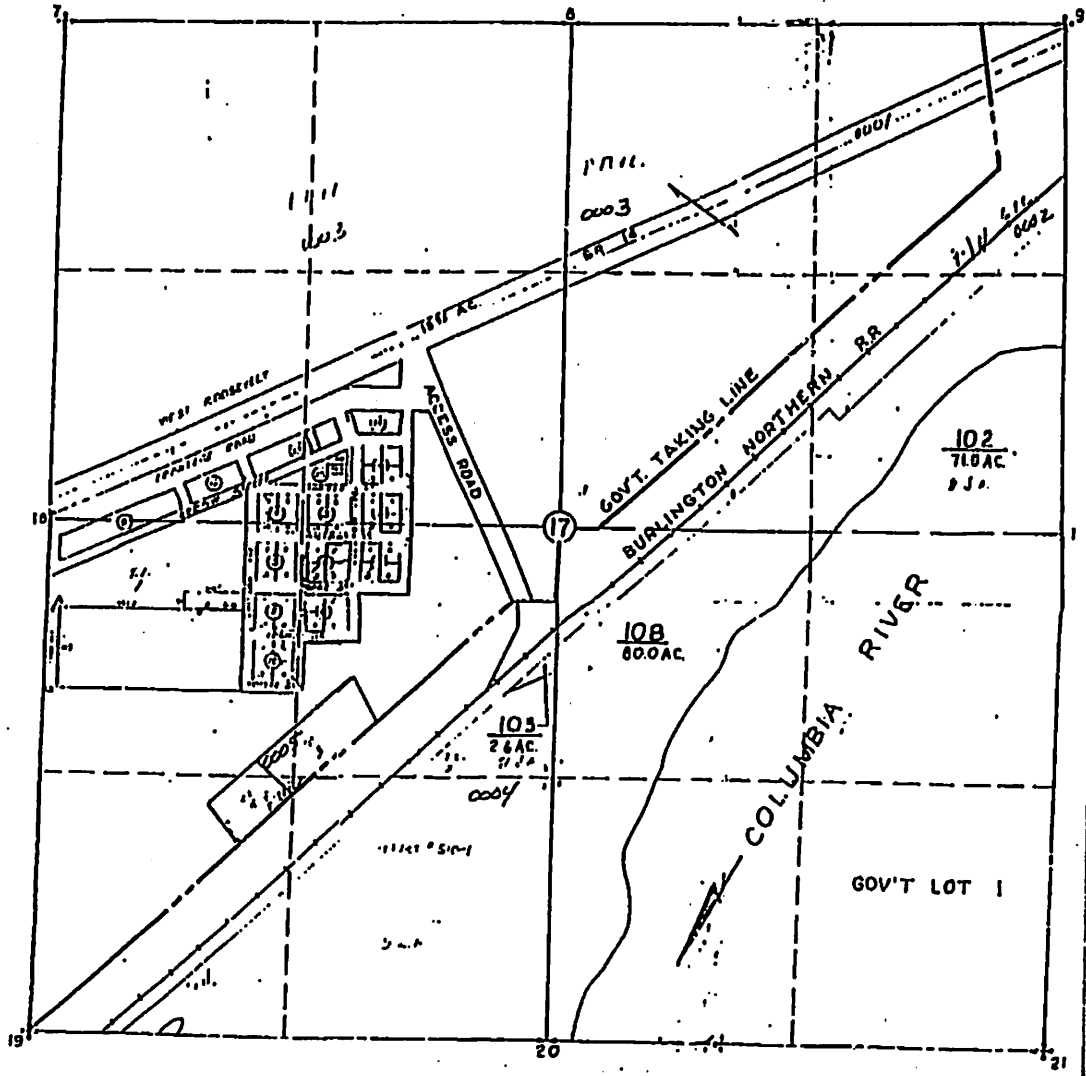
SECTION 17, T. 3 N., R. 21 E. W.M.



The company has not surveyed the premises described in this report. This sketch is furnished without charge solely for the purpose of assisting in locating said premises and the company assumes no liability as to the validity, location or ownership of any easement or other matter shown thereon nor for inaccuracies therein. This sketch does not purport to show all highways, roads and easements adjoining or affecting said premises nor is it a part of the report, commitment, policy or other title evidence to which it may be attached.