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BOOK 107 PAGE 920

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Matthew Califf*

Dec 16 4 06 PM '87

AUDITOR
GARY M. OLSON ROAD MAINTENANCE AGREEMENT

This agreement, made and entered into this 12 day of August, 1987, by and among E. Robert Rand, a single man, (hereinafter "Rand"), Enid Delores Rand, a single woman, (hereinafter "D. Rand"), William Upson and Kim C. Upson, husband and wife, (hereinafter "Upsons"), and Matthew Califf and Elaine J. Califf, husband and wife, (hereinafter "Califfs").

RECITALS:

A. Whereas, the parties hereto having recently partitioned certain real property located in Skamania County and received certain parcels with and subject to an easement for ingress, egress and utilities; and

B. Whereas, each of the parties will benefit from and utilize said easement for the purpose of providing ingress, egress and utilities to and from their respective parcels; and

C. Whereas, the parties hereto desire to enter into an agreement with regard to the maintenance of that road which lies within the easement on their respective properties, now, therefore,

IT IS HEREBY AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

1. Ownership of Parcels and Description of Easement.

- a) D. Rand is the owner of that certain parcel legally described as set forth in Exhibit "A" attached hereto and hereinafter assigned as parcel number one.
- b) Rand is the owner of that certain parcel legally described as set forth in Exhibit "B" attached hereto and hereinafter assigned as parcel number two.
- c) Upsons are the owners of that certain parcel legally described as set forth in Exhibit "C" attached hereto and hereinafter assigned as parcel number three.
- d) Rand is the owner of that certain parcel legally described as set forth in Exhibit "D" attached hereto and hereinafter assigned as parcel number four.

Registered 1
Indexed 1
Indirect 1
Filmed
Mailed

- e) Califfs are the owners of that certain parcel legally described as set forth in Exhibit "E" attached hereto and hereinafter assigned as parcel number five.
- f) This agreement concerns the maintenance of that certain easement legally described as set forth in Exhibit "F" attached hereto. That certain easement belonging to D. Rand which forms a part of the easement described in Exhibit "F" and which is subject to this agreement is described in Exhibit "G."

2. Nature of Use. This easement is to be used by the parties for the use and enjoyment of their respective parcels. The parties do hereby contemplate that the easement may be used for the benefit of business enterprises which may be located from time to time on a respective parcel.

3. Percentage of Benefit. The parties hereto do hereby agree that the easement and road thereon provides a benefit to each of the parcels and that a fair apportionment of the expense should relate to the benefit derived by each parcel. Consequently, the parties hereto do hereby agree to the following formula for the apportionment of the percentage of benefits for any one particular parcel: A times B divided by X equal percentage of benefit to a particular parcel.

- a) The letter "A" as utilized in the above formula shall be the total number of units of use for the particular parcel. The letter "B" as used in the above formula shall be the parcel number which was assigned in paragraph 1 above to the particular parcel. The letter "X" as used in the above formula shall be the sum total of all five parcels' total units of use. See Exhibit "H" for an example of a determination of Percentage of Benefit.
- b) There shall be one unit of use for each separate household residing on any one parcel. A household shall be defined as any adult-headed family unit. There may be more than one adult-headed family unit residing in any particular household/residence so as to result in two units being assigned for one particular residence. For example, an adult child residing with his/her parents shall constitute a separate unit and therefore there would be two units. A husband and wife shall be considered as one adult.
- c) In the event that a business is operated on any particular parcel, there shall be one unit of use for each employee working at a business located on a parcel. The number of

employees for purposes of this formula shall be determined by utilizing the average number of employees per month during the previous calendar year.

- d) The parcel number assigned to a parcel in paragraph 1 of this agreement reflects the distance of the parcel from the main road.

4. Maintenance. In this agreement for sharing the costs of maintenance, the word "maintenance" shall be limited to the routine grading and graveling of the 20 foot wide road which currently exists within the easement and the cutting of any limbs or clearing of brush which may hinder or impair the use of the easement. The routine grading and graveling shall take place as frequently as may be necessary, but in no event shall it be more frequent than one time per calendar year.

5. First Year of Maintenance. There shall be no maintenance required nor performed during the first year of this agreement without the unanimous consent of the owners of the five parcels described in Exhibits "A" through "E".

6. Maximum Expenditure. The total maximum expenditure for the maintenance of the road and easement during any one calendar year shall not be in excess of \$700.00 without the unanimous written consent of the owners of the five parcels.

7. Liability for Maintenance.

- a) Liability. The cost of maintenance as herein authorized shall be apportioned among the owners of the five parcels described herein in accordance with the percentage of benefit of the respective parcels as set forth herein.
- b) Payment. In the event that one or more owners (but not all owners) shall make an expenditure in accordance with this agreement, the paying owners shall seek reimbursement from the non-paying owners by presenting to the non-paying owners proof of the expenditure relating to the nature, the amount and the prior approval by the appropriate percentage of units of use. Within twenty days of presentation of such proof, the non-paying owner(s) shall pay to the paying owners the appropriate sum of reimbursement. Failure by the non-paying owner(s) to pay the appropriate reimbursement within twenty days of receipt of the proof as set forth above, shall result in the amount due from the non-paying owner(s) bearing interest at the rate of 12% per annum until paid in full.

8. Procedure for Authorizing Expenditure.

- a) Meetings. The owners of the five parcels legally described in the exhibits attached hereto shall meet annually on the third Saturday of January of each year for the purpose of determining and approving expenditures for the maintenance of the easement and road. Any one owner of a parcel described herein may call a special meeting of the owners on twenty days written notice or with the unanimous written consent of the owners.
- b) Approval. Before any maintenance is undertaken, it must be authorized by an affirmative vote of 66 2/3% of the total units of use represented by owners in attendance at the meeting called for that purpose or at the annual meeting.

9. Other Expenditures. In the event any other improvements or expenditures relating to the easement/road are required or become necessary (other than the maintenance referred to herein), no owner shall be liable to reimburse for any such expenditures without their express written agreement as to the nature of the improvements/repairs/maintenance, the costs thereof and the apportionment of said cost.

10. Clearance of Limbs or Brush. Any owner who desires to clear brush, cut limbs or otherwise clear the easement of debris, brush or encroaching limbs so as to permit the uses contemplated herein and wishes to do so at his/her own expense, may do so without prior approval of the other owners as otherwise would be required herein.

11. No Agency. Any owner contracting with a third party regarding the maintenance or improvement of the easement/road does not create a legally binding obligation on the part of the remaining owners to that third party, nor any liability of the parcels of land described herein, except for that of the contracting owner.

12. Attorney's Fees. In the event that one or more of the owners are required to file a suit or action against any other owner for the purpose of recovering reimbursement for sums expended in accordance with the provisions of this agreement, the prevailing party in any such lawsuit shall be entitled to recover his/her/their attorney's fees incurred therein.

13. Binding Effect. This agreement shall be binding upon the respective heirs, assigns and successors in interest of the

parties hereto and shall be deemed as a covenant running with the land.

14. Legal Counsel. The parties hereto do hereby acknowledge that he/she/they have been advised that this document has been prepared by Brian R. Heurlin as attorney for the Califfs, that this document affects their legal rights in and to said Real Estate and that he/she/they have been advised to seek their independent legal counsel before executing this document. By executing this document, the parties hereto do hereby represent that they have either sought independent legal counsel or have waived their right to do so.

DATED this 12th day of August, 1987.

E. Robert Rand
E. ROBERT RAND

Enid Dolores Rand
ENID DELORES RAND

Matthew Califf
MATTHEW CALIFF

Elaine J. Califf
ELAINE J. CALIFF

William Upson
WILLIAM UPSON

Kim C. Upson
KIM C. UPSON

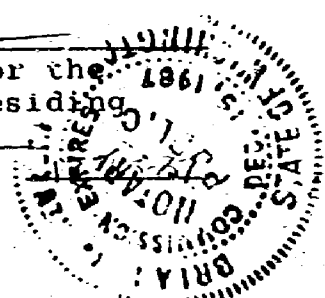
STATE OF WASHINGTON)

County of Clark)

I certify that I know or have satisfactory evidence that E. Robert Rand signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

B. A. Bane
Notary Public in and for the
State of Washington, residing
at Vancouver
My Commission Expires:



STATE OF WASHINGTON)

County of Clark)

I certify that I know or have satisfactory evidence that Enid Dolores Rand signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

Brian P. Rand
Notary Public in and for the
State of Washington, residing
at Vancouver

My commission expires: 12-15-87

STATE OF WASHINGTON)

County of Clark)

I certify that I know or have satisfactory evidence that Matthew Califf signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

Brian P. Rand
Notary Public in and for the
State of Washington, residing
at Vancouver

My Commission Expires: 12-15-87

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that Elaine J. Califf signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

B. A. Dene
Notary Public in and for the
State of Washington, residing
at Vancouver
My Commission Expires: 12-15-81

STATE OF WASHINGTON)
County of Clark)

I certify that I know or have satisfactory evidence that William Upson signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

B. A. Dene
Notary Public in and for the
State of Washington, residing
at Vancouver
My Commission Expires: 12-15-81

STATE OF WASHINGTON)

County of Clark)

I certify that I know or have satisfactory evidence that Kim C. Upson signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes of this instrument.

Dated: August 12, 1987

Brian McKenna
Notary Public in and for the
State of Washington, residing
at Vancouver
My Commission Expires: 12-15-87

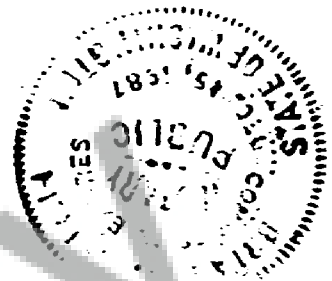


EXHIBIT "A"

DELORES RAND PARCEL:

A portion of the Northwest quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe at the center of Section 33 (Book 1 of Surveys, Page 234), thence South 89° 42' 40" East along the North line of the Northwest quarter of the Southeast quarter, 1274.67 feet; thence South 01° 00' 00" West, 593.95 feet to a 1/2 inch iron rod (as in a 1987 "Hagedorn, Inc." Survey); thence South 87° 51' 33" West, 338.09 feet to a 1/2 inch iron rod; thence South 00° 43' 45" East, 220.91 feet to a 1/2 inch iron rod; thence South 88° 04' 57" West, 370.43 feet to a 1/2 inch iron rod (hereinafter referred to as point "A"); thence South 02° 12' 48" East, 217.49 feet to the centerline of a 60 foot easement (herein referred to as point "B"); thence following said centerline along the arc of a 250 foot radius curve to the right (the incoming tangent of which bears South 61° 30' 00" West) for an arc distance of 67.63 feet; thence South 77° 00' 00" West, 249.94 feet to the North right-of-way line of the Salmon Falls County Road; thence South 58° 50' 00" East along said right-of-way line, 325.89 feet to a 1/2 inch iron rod on the South line of the Northwest quarter of the Southeast quarter; thence North 89° 15' 40" West, 59.24 feet to the centerline of the Salmon Falls County Road; thence North 89° 16' 16" West, 1837.84 feet to a 1 inch iron pipe at the Southwest corner of the Northeast quarter of the Southwest quarter (Short Plat 3-67); thence North 01° 34' 42" East, 1295.31 feet to another 1 inch iron pipe at the Northwest corner of the Northeast quarter of the Southwest quarter; thence South 89° 42' 40" East, 1321.58 feet to the POINT OF BEGINNING. THANK GOD.

EXCEPT a 0.7 acre tract conveyed to Skamania County as in book 50, Page 7 (1963).

EXCEPT a 4.0 acre tract conveyed to Skamania County as in Book 52, Page 37 (1963).

EXCEPT County Roads.

TOGETHER WITH and SUBJECT TO an easement for ingress, egress, and utilities, 20 feet in width, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet (to point "B" above described); thence North 61° 30' 00" East, 117.78 feet; thence along an easement 20 feet in width, the centerline of which bears North 23° 00' 00" East, 181.69 feet to the terminus of said centerline at a point North 88° 04' 57" East, 183.00 feet from point "A" above described.

EXHIBIT "B"

E. RAND PARCEL (7.4 acres);

A portion of the North half of the Southeast quarter of the Southwest quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe at the center of Section 33 (Book 1 of Surveys, Page 234), thence South 89° 42' 40" East along the North line of the Northwest quarter of the Southeast quarter, 1274.67 feet to the TRUE POINT OF BEGINNING; thence South 01° 00' 00" West, 593.95 feet to a 1/2 inch iron rod (as in a 1987 "Hagedorn, Inc." Survey); thence South 87° 51' 33" West, 338.09 feet to a 1/2 inch iron rod; thence South 00° 43' 45" East, 220.91 feet to a 1/2 inch iron rod; thence South 88° 04' 57" West, 370.43 feet to a 1/2 inch iron rod (hereinafter referred to as point "A"); thence South 02° 12' 48" East 217.49 feet to the centerline of a 60 foot easement (herein referred to as point "B"); thence North 61° 30' 00" East, 238.00 feet; thence leaving said centerline South 49° 19' 55" East, 122.63 feet to a 1/2 inch iron rod; thence North 75° 15' 05" East, 87.68 feet to a 1/2 inch iron rod; thence North 01° 00' 00" West, 129.20 feet to the centerline of said 60 foot easement; thence following said centerline North 70° 35' 00" East, 534.88 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East 64.94 feet; thence leaving said centerline North 51° 30' 00" West, 181.82 feet to a 1/2 inch iron rod; thence North 01° 00' 00" East, 597.16 feet to the North line of the North half of the Southeast quarter; thence North 89° 42' 40" West, 251.57 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO an easement for ingress, egress, and utilities, 20 feet in width, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet (to point "B" above described); thence North 61° 30' 00" East, 117.78 feet to the TRUE POINT OF BEGINNING; thence along an easement 20 feet in width the centerline of which bears North 23° 00' 00" East, 181.69 feet to the terminus of said centerline at a point North 88° 04' 57" East, 183.00 feet from point "A" above described.

TOGETHER WITH and SUBJECT TO a 20 foot easement for ingress, egress, and utilities, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County Road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence along the arc of a 730 foot radius curve to the right for an arc distance of 115.73 feet; thence North 70° 35' 00" East, 609.00 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 338.00 feet to a 1/2 inch iron rod at the terminus of said centerline.

EXHIBIT "C"

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UPSON PARCEL:

A portion of the North half of the Southeast quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe at the center of Section 33 (Book 1 of Surveys, Page 234), thence South 89° 42' 40" East, 1526.24 feet along the North line of the North half of the Southeast quarter of Section 33; thence South 01° 00' 00" West, 597.16 feet to a 1/2 inch iron rod (1987 "Hagedorn, Inc." Survey); thence South 51° 30' 00" West, 161.70 feet to a 4 inch steel pipe; thence South 51° 30' 00" West, 20.12 feet to the centerline of a 60 foot private road and utility easement and the TRUE POINT OF BEGINNING; thence following said centerline South 72° 25' 00" East, 273.06 feet to a 1/2 inch iron rod, hereinafter called point "C"; thence leaving said centerline South 01° 00' 00" West, 529.60 feet to a 1/2 inch iron rod on the South line of the North half of the Southeast quarter; thence North 89° 15' 40" West along said South line 1369.58 feet to a 1/2 inch iron rod on the North right-of-way line of the Salmon Falls County Road; thence North 58° 50' 00" West along said right-of-way line 325.89 feet to the centerline of a 60 foot easement; thence following said centerline North 77° 00' 00" East 249.94 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence leaving said centerline South 49° 19' 55" East 122.63 feet to a 1/2 inch iron rod; thence North 75° 15' 05" East, 87.68 feet to a 1/2 inch iron rod; thence North 01° 00' 00" West, 129.20 feet to the centerline of said 60 foot easement; thence following said centerline North 70° 35' 00" East, 534.88 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 64.94 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

TOGETHER WITH and SUBJECT TO a 20 foot easement for ingress, egress, and utilities, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County Road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence along the arc of a 730 foot radius curve to the right for an arc distance of 115.73 feet; thence North 70° 35' 00" East, 609.00 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 338.00 feet to a 1/2 inch iron rod at the terminus of said centerline (referred to as point "C" above).

EXHIBIT "D"

SIMER PARCEL:

A portion of the North half of the Southeast quarter of Section 33 and the Northwest quarter of the Southwest quarter of Section 34, in Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe at the center of Section 33 (Book 1 of Surveys, Page 234), thence South 89° 42' 40" East, 1526.24 feet along the North line of the North half of the Southeast quarter of Section 33 to the TRUE POINT OF BEGINNING; thence South 01° 00' 00" West, 597.16 feet to a 1/2 inch iron rod (1987 "Hagedorn, Inc." Survey); thence South 51° 30' 00" West, 161.70 feet to a 4 inch steel pipe; thence South 51° 30' 00" West, 20.12 feet to the centerline of a 60 foot private road and utility easement; thence following said centerline South 72° 25' 00" East, 273.06 feet to a 1/2 inch iron rod, hereinafter called point "C"; thence leaving said centerline North 64° 20' 00" East, 759.73 feet to a 1/2 inch iron rod on the East line of Section 33; thence South 01° 09' 11" West along said East line, 209.01 feet to a 1/2 inch iron rod at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of Section 34; thence South 89° 28' 33" East, 1307.18 feet to a 1/2 inch iron rod at the Northeast corner of the South half of the Northwest quarter of the Southwest quarter; thence North 01° 10' 07" East, 662.58 feet to the Northeast corner of the Northwest quarter of the Southwest quarter; thence North 89° 27' 37" West, 1307.36 feet to the quarter corner between Sections 33 and 34; thence North 89° 42' 40" West, 1095.10 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

TOGETHER WITH and SUBJECT TO a 20 foot easement for ingress, egress, and utilities, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County Road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence along the arc of a 730 foot radius curve to the right for an arc distance of 115.73 feet thence North 70° 35' 00" East, 609.00 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 338.00 feet to a 1/2 inch iron rod at the terminus of said centerline (referred to as point "C" above).

CALIFF PARCEL:

A portion of the North half of the Southeast quarter of Section 33 and the Northwest quarter of the Southwest quarter of Section 34, in Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 3/4 inch iron pipe at the center of Section 33 (Book 1 of Surveys, Page 234), thence South 89° 42' 40" East, 1526.24 feet along the North line of the North half of the Southeast quarter of Section 33; thence South 01° 00' 00" West, 597.16 feet to a 1/2 inch iron rod (1987 "Hagedorn, Inc." Survey); thence South 51° 30' 00" West, 161.70 feet to a 4 inch steel pipe; thence South 51° 30' 00" West, 20.12 feet to the centerline of a 60 foot private road and utility easement; thence following said centerline South 72° 25' 00" East, 273.06 feet to a 1/2 inch iron rod at the TRUE POINT OF BEGINNING (hereinafter called point "C"); thence leaving said centerline North 64° 20' 00" East, 769.73 feet to a 1/2 inch iron rod on the East line of Section 33; thence South 01° 09' 11" West along said East line, 209.01 feet to a 1/2 inch iron rod at the Northwest corner of the South half of the Northwest quarter of the Southwest quarter of Section 34; thence South 89° 28' 33" East, 1307.18 feet to a 1/2 inch iron rod at the Northeast corner of the South half of the Northwest quarter of the Southwest quarter; thence South 01° 10' 07" West, 662.57 feet to the Southeast corner of the Northwest quarter of the Southwest quarter; thence North 89° 29' 28" West, 1307.00 feet to the Southeast corner of the Northeast quarter of the Southeast quarter of Section 33; thence North 89° 15' 40" West along the South line of the Northeast quarter of the Southeast quarter, 685.53 feet to a 1/2 inch iron rod; thence North 01° 00' 00" East, 529.60 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

TOGETHER WITH and SUBJECT TO a 20 foot easement for ingress, egress, and utilities, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County Road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence along the arc of a 730 foot radius curve to the right for an arc distance of 115.73 feet; thence North 70° 35' 00" East, 609.00 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 338.00 feet to a 1/2 inch iron rod at the terminus of said centerline (referred to as point "C" above).

EXHIBIT "F"

TOGETHER WITH and SUBJECT TO a 20 foot easement for ingress, egress, and utilities, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County Road which bears South 10° 44' 45" East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North 77° 00' 00" East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet; thence North 61° 30' 00" East, 238.00 feet; thence along the arc of a 730 foot radius curve to the right for an arc distance of 115.73 feet thence North 70° 35' 00" East, 609.00 feet; thence along the arc of a 220 foot radius curve to the right for an arc distance of 142.07 feet; thence South 72° 25' 00" East, 338.00 feet to a 1/2 inch iron rod at the terminus of said centerline (referred to as point "C" above).

EXHIBIT "G"

TOGETHER WITH and SUBJECT TO an easement for ingress, egress, and utilities, 20 feet in width, the centerline of which is described as follows:

BEGINNING at a 1/2 inch iron rod on the centerline of the Salmon Falls County road which bears South $10^{\circ} 44' 45''$ East, 1173.91 feet from a 3/4 inch iron pipe at the center of Section 33; thence North $77^{\circ} 00' 00''$ East, 293.00 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 67.63 feet (to point "B" above described); thence North $61^{\circ} 30' 00''$ East, 117.78 feet; thence along an easement 20 feet in width, the centerline of which bears North $23^{\circ} 00' 00''$ East, 181.69 feet to the terminus of said centerline at a point North $88^{\circ} 04' 57''$ East, 183.00 feet from point "A" above described.

EXHIBIT "H"

D. RAND:

- 1 adult household x parcel #1 = 1 unit

B. RAND:

- 3 adult units
(1 parent and 2 adult children)
- 1 employee

4 units x parcel #2 = 8 units

UPSOMS:

- 3 households x parcel #3 = 9 units

B. RAND:

- 1 household x parcel #4 = 4 units

CALIFFS:

- 1 household
- 10 employees

11 households x parcel 5 = 55 units

TOTAL UNITS: 77 units

APPORTIONMENT OF BENEFITS

D. RAND: 1 units : 77 = 1.3% 1.3%

B. RAND: 8 units : 77 = 10.4%
4 units : 77 = 5.2%
2 parcels = 15.6% 15.6%

UPSOMS: 9 units : 77 = 11.7% 11.7%

CALIFFS: 55 units : 77 = 71.4% 71.4%

100.0%