

## ROAD RELOCATION AGREEMENT

1197/2125

THIS AGREEMENT, by and between SKAMANIA COUNTY, a Political Subdivision of the State of Washington, hereinafter referred to as the "County", and IVAN W. HOWELL, a single man, hereinafter referred to as the "Property Owner", WITNESSETH:

WHEREAS, the County is the owner of the following described land, to-wit:

Beginning at the North 1/4 corner of Section 2, Township 2, Range 7 E.W.M., thence N 88 deg. 30 min. 10 sec. W 130 ft.; thence S 24 deg. W 186 ft.; thence S 31 deg. W 100 ft.; thence S 16 deg. W 100 ft.; thence S 10 deg. W 47.50 ft.; thence S 7 deg. E 265.34 ft. to the TRUE POINT OF BEGINNING; thence S 23 deg. 51 min. 21 sec. E 134.92 ft.; thence S 35 deg. 22 min. 18 sec. E 377.84 ft.; thence S 66 deg. 26 min. E 236.37 ft.; thence S 12 deg. 11 min. 21 sec. W 117.78 ft.; thence S 72 deg. 56 min. E 207.62 ft.; thence N 12 deg. 11 min. 21 sec. E 194.93 ft.; thence S 73 deg. 56 min. E 72.19 ft.; thence S 56 deg. 30 min. E 475 ft.; thence S 76 deg. 15 min. E 132 ft.; thence E 74 ft.; thence S 132 ft.; thence East 190 ft. more or less to the center of Foster Creek Road; thence easterly along said Foster Creek Road 805 ft. more or less; thence S 46 deg. W 394 ft. to the division line of the Baughman D.L.C.; thence S 63 deg. 22 min. E along the division line to the center of Foster Creek Road; thence N 21 deg. 08 min. W 471.95 ft.; thence N 52 deg. 22 min. W 68.35 ft.; thence N 77 deg. 25 min. E 468 ft. more or less to the west side of Second Street Extension; thence following the west side of Second Street Extension as now constructed to State Hwy 14; thence westerly along State Hwy 14 to the west line of the Baughman D.L.C.; thence N 0 deg. 50 min. 59 sec. E 1525 ft. more or less; thence N 57 deg. 31 min. 40 sec. W 1811.79 ft.; thence S 59 deg. 54 min. 36 sec. W 365.90 ft.; thence N 79 deg. 40 min. W 97.60 ft.; thence N 36 deg. 30 min. W 122.61 ft.; thence N 60 deg. 45 min. 04 sec. W 216 ft.; thence 65 deg. 46 min. 40 sec. W 911.30 ft. to the southerly right-of-way line of the B.P.A.; thence N 40 deg. 32 min. 30 sec. E 2001.62 ft.; thence S 22 deg. 58 min. 29 sec. E 219.60 ft.; thence N 89 deg. 04 min. 16 sec. E; thence N 44 deg. 04 min. 36 sec. E 121.54 ft. to the point of beginning,

as is depicted in yellow on the attached map marked Exhibit "A", consisting of one (1) page, which, by this reference, is incorporated herein; and

WHEREAS, the Property Owner is the owner of a parcel of ground which is serviced by the existing roadway more commonly known as "Eastview Road" depicted in red on said Exhibit "A", and which is

REAL ESTATE EXCISE TAX NA

Road Relocation Agreement - Page 1

RECORDER'S NOTE: PORTIONS OF  
THIS DOCUMENT POOR QUALITY  
FOR FILMING

MAY 26 1992  
PAID NA  
JW  
SKAMANIA COUNTY TREASURER

Registered	1
Indexed	1
Indirect	1
Filed	6/1/92
Mailed	

Glenda J. Kimmel, Skamania County Assessor  
By: A.C. Parcel # 2-7-2-6-20

more particularly described on Exhibit "B", consisting of two (2) pages, which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Property Owner's real estate contract under which he purchased said parcel of ground from O. Merle Talent and Catherine M. Talent, husband and wife, dated the 15th day of September, 1979, and recorded in Book 77, Pages 760-766, under Auditor's File No. 90148, records of Skamania County, Washington, a copy of which is marked Exhibit "C" and by this reference incorporated herein, contemplates that the Property Owner claims an easement over that portion of Eastview Road which he owns and should have been granted an easement over the balance of the road that he did not own but the contract fails to so state; and

WHEREAS, the County intends on constructing a public golf course and trail system on portions of the property referred to above and in so doing has determined that it is necessary to relocate the existing roadway to a new location which is depicted in green and more particularly described on Exhibit "D", consisting of three (3) pages, which is attached hereto and by this reference incorporated herein; and

WHEREAS, in so doing, power and other utilities may also have to be relocated;

NOW, THEREFORE, it is the intent of the parties hereto, by this agreement, to clarify the Property Owner's contract referred to above and to grant and convey to the Property Owner, for ingress and egress, and for utility purposes, a non-exclusive easement over and across the entire service road that replaces the aforementioned "Eastview Road" in consideration of the Property Owner's consent to said relocation and, the County agrees and covenants to the following:

Road Relocation Agreement - Page 2

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY SKAMANIA CO. TITLE

MAY 26 10 09 AM '92

GARY H. OLSON

1. The relocation shall be done solely at the county's expense;
2. Access to the Property Owner's property shall not be interrupted in the relocation process;
3. The County shall maintain the roadway up to the Property Owner's property line at no cost to the Property Owner;
4. The County will convey an easement for utilities to the Property Owner within the right-of-way of the new road; and
5. This agreement shall in no way diminish the Property Owner's rights but only change the course of the roadway and add a utilities easement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 7th day of MAY, 1992.



SKAMANIA COUNTY, by its  
BOARD OF COUNTY COMMISSIONERS

Edward A. McIntyre  
Chairman

Commissioner  
G. Callahan  
Commissioner

ATTEST:

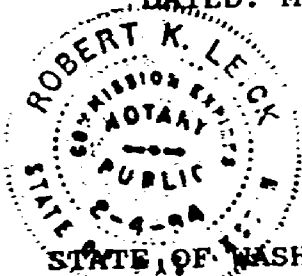
Gary M. Olson  
County Auditor and Ex-Officio Clerk  
of the Board

Ivan W. Howell  
IVAN W. HOWELL (Property Owner)

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

I CERTIFY that I know or have satisfactory evidence that EDWARD A. MCLARNEY and ED CALLAHAN are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the same and acknowledged it as the Chairman and Commissioner of the Board of County Commissioners, Skamania County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 7, 1992.

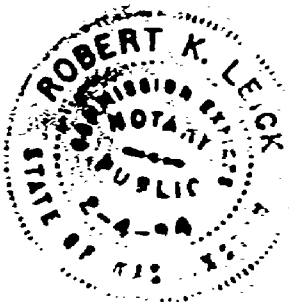


*[Signature]*  
 NOTARY PUBLIC in and for the State of Washington, residing at Stevenson  
 My commission expires 2/04/94

STATE OF WASHINGTON )  
 ) ss.  
 County of Skamania )

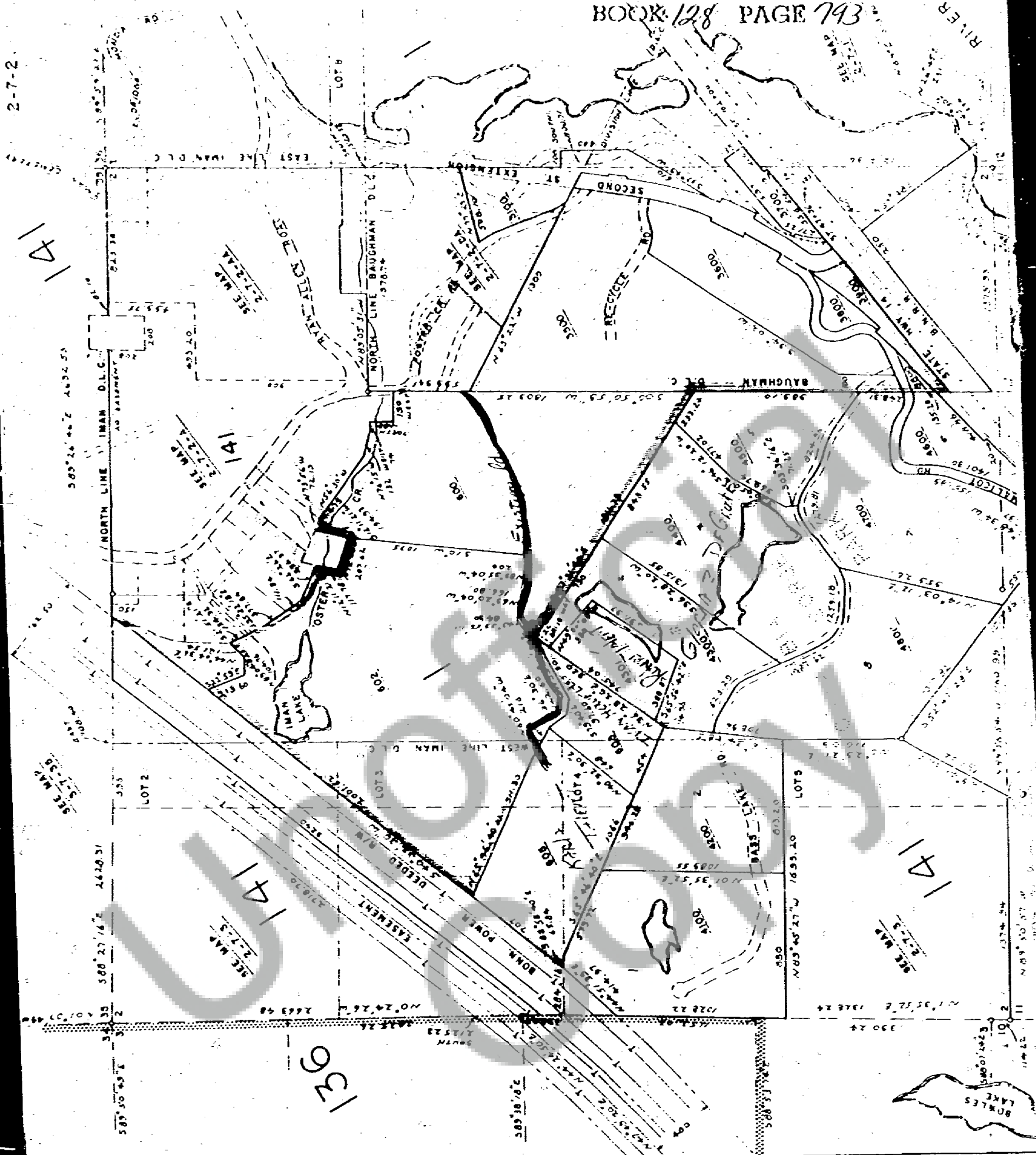
I CERTIFY that I know or have satisfactory evidence that IVAN W. HOWELL is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 7, 1992.



*[Signature]*  
 NOTARY PUBLIC in and for the State of Washington, residing at Stevenson  
 My commission expires 2/04/94

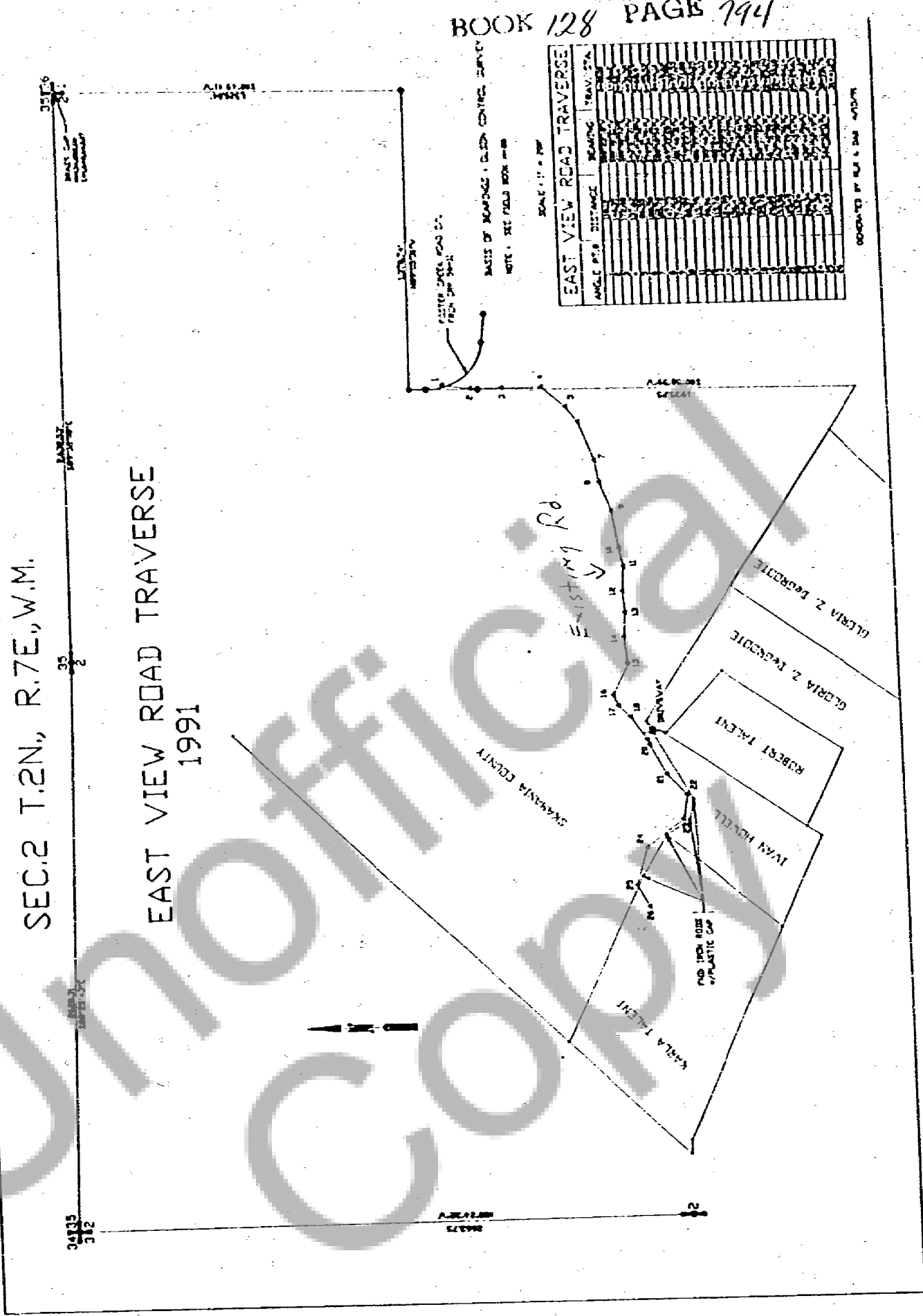




**EXHIBIT**

①

EXHIBIT "B"



4/23/91

## EAST VIEW ROAD CENTERLINE DESCRIPTION

Beginning at the U.S.C.E. brass cap marking the northwest corner of the Daniel Baughman D.L.C. No. 42; thence S7°26'44"E 141.43 feet to Sta. 0+00, being the initial point of the centerline herein described; thence

S8°23'18"W	118.12 feet to Sta. 1+18.12; thence
S0°02'21"W	140.35 feet to Sta. 2+58.47; thence
S0°02'03"E	172.88 feet to Sta. 4+31.35; thence
S43°07'31"W	137.62 feet to Sta. 5+68.97; thence
S54°12'52"W	86.55 feet to Sta. 6+55.52; thence
S80°18'04"W	105.72 feet to Sta. 8+44.10; thence
S69°39'26"W	147.73 feet to Sta. 9+49.82; thence
S81°46'31"W	174.33 feet to Sta. 10+97.55; thence
S79°25'19"W	88.37 feet to Sta. 12+71.88; thence
N86°09'59"W	115.79 feet to Sta. 13+60.25; thence
S85°46'34"W	98.96 feet to Sta. 14+76.03; thence
N85°24'47"W	113.76 feet to Sta. 15+74.99; thence
S83°59'57"W	124.98 feet to Sta. 16+88.75; thence
N63°14'57"W	156.47 feet to Sta. 18+13.73; thence
S66°32'41"W	54.05 feet to Sta. 19+70.20; thence
S44°44'05"W	73.26 feet to Sta. 20+24.24; thence
S58°07'23"W	125.78 feet to Sta. 20+97.51; thence
S67°42'06"W	26.89 feet to Sta. 22+23.29; thence
S63°38'58"W	153.96 feet to Sta. 22+50.18; thence
S49°26'51"W	125.49 feet to Sta. 24+04.14; thence
N80°45'14"W	313.24 feet to Sta. 25+29.63; thence
N38°44'39"W	208.34 feet to Sta. 26+42.87; thence
N73°50'49"W	177.56 feet to Sta. 28+51.21; thence
S62°52'01"W	112.49 feet to Sta. 30+28.76; end of project,

said point lying N83°33'17"E 1,529.34 feet from a Skamania County brass cap marking the west 1/4 corner of Section 2, Township 2 North, Range 7 East W.M. in Skamania County, Washington.

Sta. 30+28.76 is approximately at Karla Talent's property line.

BOOK 128. PAGE 796

BOOK 17 PAGE 760

EXHIBIT "C"

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of  
November, 1979, between O. MERLE TALENT and CATHERINE  
TALENT, husband and wife, hereinafter called the "sellers",  
and IVAN HOWELL, a single man, hereinafter called the "pur-  
chaser",

WITNESSETH: That the sellers agree to sell to the pur-  
chaser and the purchaser agrees to purchase from the sellers  
the following described real estate, including sellers'   
interest in mineral rights, with the appurtenances, in  
Skamania County, State of Washington:

Beginning at the West quarter corner of Section 2,  
Township 2 North, Range 7 East of the Willamette  
Meridian, in the County of Skamania and State of  
Washington; thence East 350 feet; thence South  
66° 48' East 1,066 feet to the true point of begin-  
ning of the tract to be described herein; thence  
North 40° 22' 30" East 648 feet to the Northeast  
corner of that tract conveyed to Robert M. Talent,  
last ux, by deed recorded April 30, 1974 in Book 74,  
Page 646 Deed Records; thence South 36° 31' 40" East  
22.6 feet; thence South 75° 40' 41" East 47.6 feet;  
thence North 59° 56' 56" East 355.9 feet more or  
less to the most South-easterly corner of that  
tract described in contract to Willamette Lake,  
Inc., recorded March 30, 1972 in Book 74, page 438  
Deed Records; thence Easterly along the South line  
of said Willamette Lake tract to a point which  
bears North 35° 27' East from a point which is  
South 65° 48' East 454 feet from the true point of  
beginning; thence South 35° 27' West to a point  
which bears South 66° 42' East 454 feet from the  
true point of beginning; thence North 69° 48' West  
454 feet to the true point of beginning.

The parties agree that the legal description contained  
herein is subject to change per any survey performed by a  
licensed civil engineer.

The parties agree that there is reserved unto the sellers,

their heirs, successors and assigns, for the benefit of

Willamette Lake Club, Inc., Robert M. Talent and Maria

Talent, their heirs, successors and assigns, and the heirs, successors and

assigns, of the same, all the mineral rights, including but not limited to

oil, gas, coal, and all other minerals, and the right to explore for and

produce the same, and all other rights and interests in and to the above

described real estate, and the right to lease, convey, assign, or otherwise

dispose of the same, and all other rights and interests in and to the above

described real estate, and the right to lease, convey, assign, or otherwise

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assigns of each of the aforementioned parties a perpetual non-exclusive easement for reasonable ingress and egress and for utilities to those certain parcels identified as tax lots 2-7-3-602 and 2-7-3-605 over, under and across a presently existing road, all as shown on Exhibit "A" attached hereto and made a part hereof, said easement being a covenant that shall run with the land.

The existing road referred to in the above grant of easement shall be jointly maintained by the parties hereto, their heirs, successors and assigns.

The terms and conditions of this contract are as follows: the purchase price is EIGHTEEN THOUSAND AND NO/100 (\$18,000.00) DOLLARS, of which Nine thousand (\$9,000.00) Dollars have been paid, and receipt thereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: \$250.00 or more at purchaser's option shall be paid on the 15th day of January, 1979 and \$250.00 or more at purchaser's option shall be paid 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 diminishing balance of said purchase price at the rate of Nine Per Cent (9%) per annum from the 15th day of September, 1979, 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 P.O. Box 384, Stevenson, Washington 98648, or at such other place as the sellers may direct in writing.

As referred to in this contract, "date of closing" shall be September 15, 1979.

(1) The purchaser assumes and agrees to pay all taxes

on said real estate and to pay before closing day as between grantor on said real estate, a lien on said real

(2) The purchaser real estate has been with the condition of

(3) The purchaser destruction of any hereafter placed the estate or any part no such damage, the failure of condition estate is taken for then and remaining or procuring the as applied as payment sellers elect to a portion of such construction of any is

(4) The seller within 15 days of of title insurance for, issued by first ing the purchaser against loss or damage to said real estate no exceptions other

a. Print said

on said real estate from and after the 30th day of June, 1961, and to pay before delinquency all taxes and assessments that may be levied between grantor and grantee hereafter become a lien on said real estate, and to pay any taxes or assessments that become a lien on said real estate before delinquency.

(2) The purchaser agrees that full inspection of said real estate has been made, and that they are fully satisfied with the condition of the premises.

(3) 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 agree 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 sellers and applied as payment on the purchase price herein unless the sellers elect to make the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

(4) The sellers have delivered, or agree 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 First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in sellers' 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 in favor of the United States of America or any agency thereof.

c. Any existing contract or contracts under which sellers are purchasing said real estate, and any mortgage or other obligation, which sellers by this contract agree to pay, none of which for the purpose of this paragraph (4) shall be deemed defects in sellers' title.

(5) If sellers' title to said real estate is subject to an existing contract or contracts under which sellers are purchasing said real estate, or any mortgage or other obligation which sellers are to pay, sellers agree 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 the sellers under this contract.

(6) The sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a warranty deed of warranty fulfillment deed to said real estate, together with any taxes thereof hereafter taken for public use, and to pay therefor, except any that may attach after date of completion with the person other than the sellers.

11. The purchaser shall be responsible for all taxes and charges payable on the real estate, including the purchase price, as long as the purchaser is not in default of payment. The purchaser warrants that he or she will not be liable for the payment of the real estate taxes for the year in which the purchase occurs. The purchaser covenants to pay all service, installation and construction charges for water, gas, electric, telephone and other utility services furnished to said real estate after the date purchaser is entitled to possession.

(8) In case the purchaser fails to make any payment hereunder, the seller may make such payment, and any amounts so paid by the seller, together with interest at the rate of

10% per annum thereon shall be repayable by without prejudice to a by reason of such defa

(2) There is of-  
agreed that in case the  
or perform any conflict  
payment required hereon  
manner herein required  
the purchaser's agent  
doing so, all parties  
all interested parties  
felled to the interest  
shall have the right to  
exercise such right  
part of the land

any judgment of the

If the evidence of the termination of judgment is so entangling as to be an attorney's connection with such

~~Page~~ 77 PAGE 764

(9) This 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 take any payment required hereunder promptly at the time and in the manner herein required, the sellers may elect to declare all the purchaser's rights hereunder terminated, and upon their doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the sellers as provided in Article 1, and the sellers shall have no further obligation or liability in connection with the estate and no liability for payment of any debts or the payment of the purchase price, and the sellers shall be a release of any and all obligations.

[illegible]

1. The undersigned hereby certify that the enclosed copy of the original of the above-mentioned document is a true and correct copy of the original as the same appears in the records of the undersigned.

11. In the event of suit being brought to enforce an assignment of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum for attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of

searching records to determine  
date such suit is commenced,  
in any judgment or decree entered

IN WITNESS WHEREOF, the  
Instrument as of the date first

PAGE OF 2411109

County of Charlottesville

On this day personally I and CATHERINE M. WILSON, last the individuals described in foregoing instrument, and are made as their free and voluntary purposes therein mentioned, GIVEN under my hand and Seal, 1979.



RECEIVED:  
CONFIDENTIAL  
1968.08



10148

searching records of the State of Washington

date such will be commenced after the date

In my judgment or decree entered in the

IN WITNESS WHEREOF, the parties have hereunto

instrument as of the date first written above.

*O. Merle Talent*

O. Merle Talent

*Catherine M. Talent*

Catherine M. Talent

*Ivan W. Howell*

Ivan Howell

STATE OF WASHINGTON )

County of Skamania ) ss.

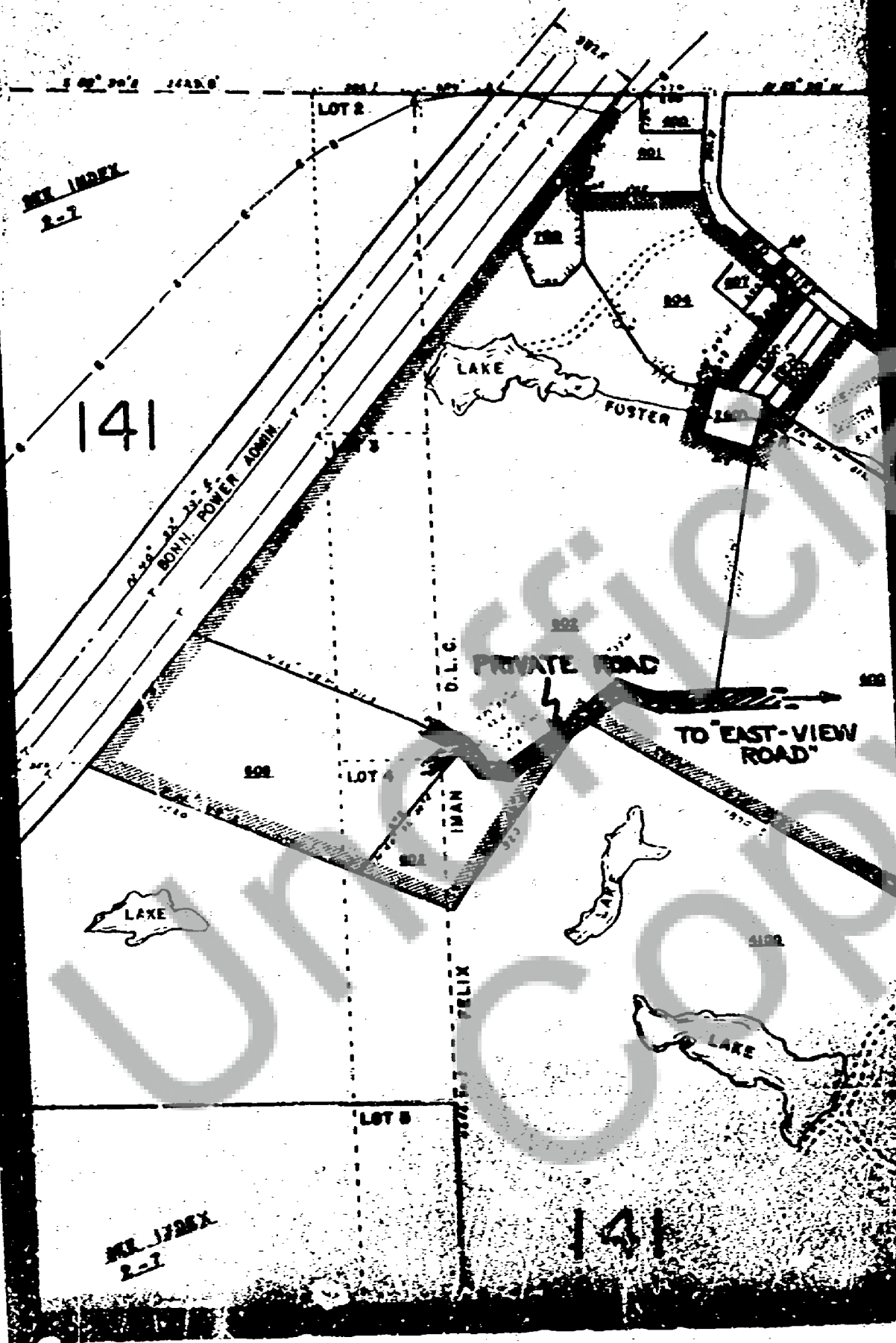
On this day personally appeared before me, O. Merle Talent, and CATHERINE M. TALENT, husband and wife, to me known, the individuals described in and who executed the within and foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of September, 1972.



*James L. Livingston*  
Notary Public in and for the  
State of Washington, residing  
at Stevenson.

10148-22-12-18-961



CENTERLINE DESCRIPTION OF NEW ACCESS ROAD FOR PROPERTIES  
SOUTHWEST OF SKAMANIA LODGE

Beginning at a 2" aluminum disc, being the centerline point of curvature station 38+73.3 of State Highway S.R. No. 8 (Second Street Extension); thence, N 81° 27' 02" W, 50.00 feet to the westerly right-of-way of said State Highway S.R. No. 8; thence, N 08° 32' 58" E, 56.59' to the true point of beginning; thence along the following described centerline:

N 80° 49' 24" W, 19.16 feet to a point of curvature; thence along a 240 foot radius curve to the left, through a central angle of 30° 02' 17" (chord bears S 84° 09' 28" W, 124.39 feet) a distance of 125.82 feet to a point of reverse curvature; thence along a 147.85 foot radius curve to the right, through a central angle of 50° 28' 18" (chord bears N 85° 37' 32" W, 126.07 feet) a distance of 130.24 feet to a point of reverse curvature; thence along a 191.31 foot radius curve to the left, through a central angle of 72° 46' 11" (the chord bears S 83° 13' 32" W, 226.98 feet) a distance of 242.98 feet to a point of tangency; thence, S 46° 31' 46" W, 90.14 feet to a point of curvature; thence, along a 210.24 foot radius curve to the right, through a central angle of 57° 25' 26" (chord bears S 74° 51' 28" W, 202.01 feet) a distance of 210.71 feet to a point of reverse curvature; thence, along a 275.00 foot radius to the left, through a central angle of 52° 15' 29" (the chord bears S 77° 26' 19" W, 242.22 feet) a distance of 250.82 feet to a point of reverse curvature; thence, along 115.56 foot radius to the right, through a central angle of 102° 45' 05" (chord bears N 77° 03' 56" W, 180.57 feet) a distance of 207.24 feet to a point of reverse curvature; thence, along a 191.08 foot radius curve to the left, through a central angle of 48° 17' 51" (chord bears N 49° 50' 19" W, 156.34 feet) a distance of 161.07 feet to a point of reverse curvature; thence, along a 120.27 foot radius curve to the right, through a central angle of 51° 52' 45" (chord bears N 48° 02' 51" W, 105.21 feet) a distance of 108.90 feet to a point; thence, S 73° 37' 06" W, 75.75 feet to a point of curvature; thence, along a 205.00 foot radius curve to the right, through a central angle of 48° 07' 49" (chord bears N 82° 18' 59" W, 167.19 feet) a distance of 172.21 feet to a point of tangency; thence, N 58° 15' 04" W, 186.07; thence, along a 542.00 foot radius curve to the right, through a central angle of 11° 38' 57" (chord bears N 52° 25' 36" W, 110.01 feet) a distance of 110.20' to a point of reverse curvature; thence, along a 245.00 foot radius curve to the left, through a central angle of 31° 09' 43" (chord bears N 62° 10' 59" W, 131.61 feet) a distance of 133.25 feet to a point of reverse curvature; thence, along a 250.00 foot radius curve to the right, through a central angle of 20° 14' 11" (chord bears N 67° 38' 45" W, 87.84 feet) a distance of 88.30 feet to point of tangency; thence, N 57° 31' 40" W, 475.42 feet to a point of curvature; thence, along a 130' radius curve to the right, through a central angle of 41° 03' 25" (chord bears N 36° 59' 57" W, 91.17 feet) a distance of 93.16 feet to a point of reverse curvature; thence, along a 175.00 foot radius curve to the left through a central angle of 105° 24' 22" (chord bears N 69° 10' 26" W, 278.43 feet) a distance of 321.94 feet to a point of tangency with the existing centerline of East View Road; thence, continuing along the existing centerline of East View Road S 58° 07' 23" W, 64.06 feet to a point; thence, S 67° 42' 06" W, 26.89 feet to a point;

BOOK 128 PAGE 804


thence, S 63° 38' 58" W, 153.96 feet to a point; thence S 49° 26' 51" W, 125.49 feet to a point; thence, N 80° 45' 14" W, 113.24 feet to a point; thence, N 38° 44' 39" W, 208.34 feet; thence, N 73° 50' 49" W, 177.56 feet to a point; thence, S 62° 52' 01" W, 1.10 feet more or less to a point lying on Karla Talent's northeasterly property line per book 79, page 826, Skamania County Deed Records. Said point lying N 83° 33' 17" E, 1,529.34', more or less, from a Skamania County brass cap marking the west 1/4 corner of Section 2, Township 2 North, Range 7 East, W.M., in Skamania County, Washington.

Date: May 31, 1991



**SKAMANIA LODGE**  
— IN THE COLUMBIA RIVER CORSE —

PREPARED FOR:  
**SALISHAN LODGE INC.**  
**SKAMANIA COUNTY**

PREPARED BY:  
  
**WELBORN  
REMANN  
ASSOCIATES, INC.**  
FORESTLAND CIVIL ENGINEERS

Walker & Macy landscape architects

**ANKROM MOISAN  
ASSOCIATED ARCHITECTS**

**SITE CONCEPT PLAN**

DATE: March 1991  
FIGURE: 2

