

ROAD EASEMENT AND MAINTENANCE AGREEMENT

The undersigned, JACK L. BELL and PATRICIA J. BELL, husband and wife, being the owners of the following described real property situated in Skamania County, State of Washington, to-wit:

The South 1700 feet of the East half of the West half of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, State of Washington.

EXCEPT that portion lying South of the County Road right of way.

ALSO EXCEPT the County Road right of way,

do hereby grant and dedicate to and for the use and benefit of all present and future owners of any portion of the above described property, their heirs, personal representatives, and assigns, an easement for ingress and utilities, sixty feet (60') in width, across the southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, being 20 feet to the East and 40 feet to the West of the following described line:

BEGINNING at a point on the East line of the Southwest quarter of the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, said point being 630 feet North of the intersection of said line and the Huckins-Buhman County Roads; thence in a Southwesterly direction 630.7 feet to an intersection with the center line of Huckins-Buhman Road, 20 feet westerly of, when measured at right angles, the East line of the Southwest quarter of the South east quarter of said Section 30;

EXCEPT County Roads.

and do further hereby grant and dedicate for the use and benefit of such present and future owners of any portion of the above described property, their heirs, personal representatives and assigns, an additional easement for ingress, egress and utilities, sixty feet (60') in width, across the Southwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian being 30 feet to either side of the following described center line:

BEGINNING at a point on the West line of the East half of the Southwest quarter of said Section 30, said point being 875.06 feet North of the Southwest corner of the East half of the Southwest quarter of said Section 30; thence North $60^{\circ}47'51''$ East along the West line of the East half of the Southwest quarter of said Section 30 a distance of 519.00 feet to the South line of Lot 4 of Short Plat recorded in Book 2, page 120-C, records of Skamania County, Washington,

and do further hereby grant and dedicate to and for the use and benefit of such persons an easement for ingress, egress and utilities, ten feet (10') in width adjacent to the West right of way line of South 1700 feet of the above last described easement.

The parties do further make and adopt the following declarations and covenants relating to the maintenance of the roadway constructed upon such easement, and hereby agree that such declarations and covenants shall be appurtenant to and run with the land and shall bind and inure to the benefit of each owner of any portion of said property to-wit:

1. The declarations and covenants contained herein shall be binding on all parties and all persons claiming under them until March 1, 1990, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy percent (70%) of the then owners burdened with the costs of maintaining and repairing said roadway, modifying or terminating said covenants in whole or in part, has been recorded prior to the date of expiration as aforesaid or any extension of the same, provided however, that such modifications may be made at any time by recording of a suitable instrument reflecting such changes signed by at least eighty percent (80%) of the then such owners.

2. It is acknowledged that there are additional properties lying East and Northeast of the above described parcel which are served by all or a portion of the above described easements and the owners of which properties have entered into Easement and/or Maintenance Agreements providing, in part, for the maintenance of a roadway constructed on the above described easements. After completion of the initial construction of the roadway on the above described easement, the cost of maintaining and repairing said roadway shall be shared equally among the owners of each divided parcel of the above described property with the owners of the properties lying Easterly and Northeasterly of such property.

3. Any damage or injury to said road occurring during the course of construction, moving, or other similar activity that exceeds normal wear shall be the responsibility of the property owner causing the same and shall be promptly repaired by such owner, at his expense.

4. No party having the right to the use of such road shall be entitled to reimbursement for expenditures incurred for maintenance and/or repairs of the road which exceed \$100.00 without having obtained the prior written approval for such expenditure from a majority of the other owners of parcels charged with the cost of maintaining and repairing such road.

5. In the event Skamania County or any other governmental body elects and/or agrees to accept the above described easement for a public way, all of the then owners of the aforesaid real property shall join in the dedication and/or conveyance to such County or governmental body.

6. In the event the parties having the right to use of the roadway are unable to agree as to any matter covered by this agreement, including but not limited to, the necessity for repair or maintenance work, the matter shall be submitted to a single arbitrator who shall decide the matter. The arbitrator shall be appointed by the presiding judge of the Superior Court of the State of Washington for Skamania County upon the petition and request of any party having the right to said road. The decision of the arbitrator shall be final and binding on all parties and shall not be subject to appeal.

IN WITNESS WHEREOF, the parties have executed this agreement this 13 day of March, 1980.

Jack L. Bell
Jack L. Bell

Patricia S. Bell
Patricia S. Bell

90619

BOOK

PAGE

STATE OF WASHINGTON)

County of Clark)

SS.

On this day personally appeared before me JACK L. BELL and PATRICIA J. BELL, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of March, 1980.



REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDEXED: I	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPALED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

Phyllis M. Burruss
Notary Public in and for the State
of Washington, residing at Washougal.

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

Mrs. C. T. Bell

OF Washougal, Wa.

AT 1:57 P.M. April 12, 1980

WAS RECORDED IN BOOK 61

OF Washougal AT PAGE 11-52

RECORDS OF SKAMANIA COUNTY, WASH.

APR 12 1980

COUNTY AUDITOR

BY B. Ballack

MILLER & LAHWANN
ATTORNEYS AT LAW
1228 N.E. 9TH ST.
PORTLAND, OREGON 97232

LEASE

Lease made May 23, 1980, between PORT OF SKAMANIA COUNTY, a corporation organized under the laws of the State of Washington, having its principal office at Stevenson, County of Skamania, State of Washington, herein referred to as Lessor, and PHILIP A.B. WOODFALL and JUDITH A. WOODFALL, husband and wife, d/b/a SOLDER-CRAFT, of W.P. O.45L Archer Mountain Road, Stevenson, County of Skamania, State of Washington, herein referred to as Lessee.

Recitals

1. Lessor is the sole owner of the premises described below, and desires to lease to Lessee a 30' x 34' general purpose building to be constructed thereon for commercial purposes.

2. Lessee desires to lease the premises for the purpose of conducting a business of assembling electrical components.

3. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, parties agree as follows:

SECTION ONE
Subject and Purpose

Lessor leases a certain 30' x 34' building together with adjacent parking facilities for ten (10) vehicles on the following described premises.

See Exhibit "A" attached hereto and made a part hereof.

Together with the right of reasonable access thereto to Lessee for Lessee's use to conduct a business of assembling electrical components.

SECTION TWO
Term and Rent

Lessor demises the above premises for a term of ten (10) years, commencing the first day of the first month following completion of a certain 30' x 34' general purpose building to be constructed by Lessor on the described premises. Lessee shall pay Lessor for the use and occupancy of the demised premises \$333.00 per month, payable in advance with demand on the first day of each and every calendar month; provided, however, that said monthly rental payments shall be reviewed by Lessor four years from the date of the first payment under this lease and every four years thereafter for the duration of this lease. If the average of the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, Portland, Oregon - Washington All Items (1967 = 100) for the preceding four years deviates from the base index, the yearly rental shall be subject to adjustment on \$33.95 per year for each increment of 1% of such deviation; provided, that in no event shall such adjustment reduce the monthly rental payments below \$333.00 per month.

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The term "Base Index" shall mean the average Consumer Price Index for All Urban Consumers, Portland, Oregon - Washington All Items (1967 = 100) for the 1980 Calendar year as compiled by the United States Department of Labor, Bureau of Labor Statistics.

If payment for rent is not received by Lessor within thirty (30) days of the due date, Lessee agrees to pay to Lessor an additional sum equal to ten percent (10%) of the amount in default, said sum being liquidated damages and not a penalty.

SECTION THREE Repairs

Lessee shall, at all times during the lease and at their own cost and expense, repair, replace, and maintain in a good, safe and substantial condition, the building and any improvements, additions, and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises, excluding acts of God not covered by insurance. Lessee shall not be liable for any collapse or failure of ceiling insulation or ceiling.

SECTION FOUR Taxes

Lessee shall pay to the proper authority on or before the last day on which payment may be made without penalty or interest all taxes, including any leasehold tax due the State of Washington, assessments, or other governmental charges that shall or may during the lease term be imposed on, or arise in connection with the use of, the demised premises or any part thereof. It is the intention of the parties that the rent herein is net rental, and Lessor shall receive the same free from all taxes that are made payable by Lessee.

SECTION FIVE Utilities

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

SECTION SIX Security Deposit

Lessee shall deposit with Lessor an irrevocable letter of credit from a banking institution acceptable to Lessor, or other security satisfactory to Lessor, in the amount of \$7,500.00 which shall be held by Lessor for the full term of this lease as security for the full and timely performance by Lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against Lessee for a breach of those terms and conditions. The rights of Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the absolute right to pursue any available remedy to protect its interests herein, as if this security deposit had not been made. The deposit shall be returned to Lessee at the expiration of this lease provided that all the terms and conditions herein contained have been fully performed by Lessee. Should the demised premises be sold, Lessor may, transfer, or deliver this security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability with respect to the security deposit.

SECTION SEVEN
Insurance

1. [Fire insurance.] At all times during the term of this lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense fire insurance on all buildings and improvements on the demised premises, including all alterations and additions thereto, in an amount equal to the current full replacement cost of the demised premises, excluding the cost of excavation and of foundations. Minimum limits - replacement value.

2. [Personal injury and property damage insurance.] During the term of this lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at their expense personal injury and liability insurance in amounts and in forms of insurance policies as may from time to time be required by Lessor. Minimum limits - \$250,000.00 per person, \$500,000.00 per occurrence and \$100,000.00 property damage.

3. [Other insurance.] Lessee shall provide and keep in force other insurance in amounts that may from time to time be required by Lessor against other insurable hazards as are commonly insured against for the type of business activity that Lessee will conduct; provided, said insurance is either required by law or customarily required by public lessors.

4. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor. All insurance shall be written with responsible companies that Lessor shall approve, and the policies shall be held by Lessor. All policies shall require 30 days' notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.

SECTION EIGHT
Unlawful or Dangerous Activity

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable or ultra-hazardous business purpose nor operate or conduct their business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra-hazardous use, take action to halt such activity.

SECTION NINE
No Liens and Indemnity

Lessee will not cause or allow any liens to attach to its property. Lessee shall indemnify Lessor against all expense, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority or any mechanical lien or security interest filed against the demised premises or equipment, materials, or alterations of buildings or improvements thereon.

SECTION TEN
Default or Breach

Each of the following events shall constitute a default or breach of this lease by Lessee:

1. If Lessee or any successor or assignee of Lessee while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors.

2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dissolved or the receivership or trusteeship vacated within 90 days after the institution or appointment

3. If Lessee shall fail to pay Lessor any rent when the same shall become due and shall not make the payment within 14 days after notice in writing by Lessor to Lessee.

4. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of 14 days after notice thereof by Lessor to Lessee or, if the performance cannot be reasonably had within the 14-day period, Lessee shall not in good faith have commenced performance within the 14-day period and shall not diligently proceed to completion of performance.

5. If Lessee shall vacate or abandon the demised premises.

6. If this lease or the estate of Lessee hereunder shall be transferred to or shall pass to or devolve on any other person or party, except in the manner herein permitted.

7. If Lessee fails to take possession of the demised premises on the term commencement date, or within 60 days after notice that the demised premises are available for occupancy.

SECTION ELEVEN Effect of Default

In the event of any default hereunder, as set forth in Section Ten, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than 30 days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder, shall terminate in the same time, and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein, or comply with any agreement, term, or condition required hereby, to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessee or Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.

3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the

property in a public wareh use or at a place selected by Lessor, at the expense of the Lessee. After re-entry Lessor may terminate the lease on giving 14 days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee.

4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose. Lessor may at any time after a reletting terminate the lease for the breach in which Lessor had based the re-entry and subsequently relet the premises.

SECTION TWELVE

Access to Premises; Signs Posted by Lessor

Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessor may neglect or refuse to make in accordance with the provisions of this lease.

SECTION THIRTEEN

Port of Skamania County Land Standards

Lessee agrees to be bound by and comply with the Port of Skamania County Land Standards, a copy of which is incorporated herein and annexed hereto as Exhibit "B".

SECTION FOURTEEN

Easements, Agreements, or Encumbrances

The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that hold thereunder.

SECTION FIFTEEN

Fixtures

All fixtures of a permanent nature shall become realty unless a previous agreement in writing is signed by the parties and is on file with the Lessor.

SECTION SIXTEEN

Quiet Enjoyment

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on Lessee.

SECTION SEVENTEEN

Liability of Lessor

Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury to damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that

Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make, Lessee shall not be liable to Lessor for any entry on the premises for inspection purposes.

SECTION EIGHTEEN

Waivers

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION NINETEEN

Notice

All notice to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth hereon, or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails in the manner prescribed herein.

Lessor:

Port of Skamania County
P.O. Box 413
Stevenson, WA 98648

Lessee:

Philip A.B. and Judith A.
Woodfall, d/b/a Solder Raft
M.P. 0.451 Archer Mountain Rd.
Stevenson, WA 98648

SECTION TWENTY

Assignment, Mortgage, or Sublease

Neither Lessee nor their successors or assigns shall assign, mortgage, pledge, or encumber this lease or sublet the premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. Lessee may assign to Lessee's corporation with personal guarantees.

SECTION TWENTY-ONE

Total Agreement; Applicable to Successors

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to all are binding on the heirs, legal representatives, successors, and assigns of both parties.

SECTION TWENTY-TWO

Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION TWENTY-THREE

Time of the Essence

Time is of the essence in all provisions of this lease.

have executed this lease
and the same is set above written.

SOLDER-CRAFT

Albert E. McKee, President

Philip A.B. Woodfall

Robert H. Fitcher, Secretary

Judith A. Woodfall

Edon Sams, Commissioner

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me ALBERT E. MCKEE, ROBERT H. FITCHER and EDON SAMS, the President, Secretary and Commissioner, respectively, of the Port of Skamania County, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of May 1980.

Maule L. Ferguson
Notary Public in and for the
State of Washington, residing
at Stevenson.

STATE OF WASHINGTON

County of Skamania

On this day personally appeared before me PHILIP A.B. WOODFALL and JUDITH A. WOODFALL, husband and wife, d/b/a SOLDER-CRAFT, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of May 1980.

Maule L. Ferguson
Notary Public in and for the
State of Washington, residing
at Stevenson.

A parcel of land located in SECTION 20, TOWNSHIP 2 NORTH, RANGE 7 EAST, Willamette Meridian in Skamania County, Washington, being more particularly described as follows:

Commencing at a point on the Southerly right of way line of Evergreen Drive, South 00-55-15 West a distance of 3122.85 feet from the intersection of the North Line of the S. M. Hamilton D/C Number 40 with the West Line of said Section 20; thence South 81-11-45 East along said Southerly right of way a distance of 64.52 feet; thence along the arc of a 770.00 foot Radius Curve Right, (the Long Chord of which bears South 75-35-21 East a distance of 150.46 feet), a distance of 150.70 feet to the point of beginning of the following described property: Thence continuing along the arc of the 770.00 foot Radius Curve, (the Long Chord of which bears South 69-03-07 East a distance of 25.00 feet), a distance of 25.00 feet; thence South 68-07-19 East a distance of 177.87 feet; thence along the arc of a 890.76 foot Radius Curve Left, (the Long Chord of which bears South 69-49-12 East a distance of 52.79 feet), a distance of 52.80 feet; thence South 18-28-56 West a distance of 23.73 feet to the Northerly right of way line of the Burlington Northern Railroad; thence North 83-41-22 West along said right of way a distance of 270.00 feet; thence North 23-44-13 East a distance of 94.23 feet to the point of beginning. Contains 15,040 square feet more or less.

TDA# 80-01-03

PORT OF SKAMANIA COUNTY LAND STANDARDS

All buildings, structures or improvements, storage or display areas, or any part or projection thereof, at any time constructed or maintained and extended above the ground surface on lands leased or purchased from the Port of Skamania County, shall conform with the following:

1. **SETBACKS:** The minimum setback shall be 30 feet from the street property line to the building and 10 feet from side or rear property lines to the building.

2. **LANDSCAPING:** The minimum landscaping shall be 100% of the area between the building line and the street property line. The minimum landscaping shall be located on the street side of all walls, barriers, fences and other screening. In addition to this minimum there shall be at least four major trees per acre on the site. All areas unplanted or reserved for future expansion shall be either entirely landscaped or screened from public view. Landscaping may consist of shrubbery to reasonably screen at the time of planting such features as undeveloped ground, parking areas, railroad spurs, storage or loading areas. When such features are not present, low ground covers, shrubs or lawns will be acceptable. Remaining landscaped yard areas may include the use of flagpoles, decorative walls, screens, terraces, fountains, pools and other water arrangements and various types of trees and shrubs.

All landscape development should be designed particularly to enhance the building scale and form; and be compatible with other nearby landscaping. New plantings shall be of such size and density that they are initially effective. The plantings shall be so maintained that they will blend into the industrial area in the shortest possible time.

3. **WALLS AND FENCES:** Walls and fences may be placed anywhere within the site except in the 30 foot front yard setback area.

4. **SITE COVERAGE:** The maximum area that may be covered by the principal building, accessory buildings, and future additions to either shall not exceed sixty (60) percent of the total area of the site.

5. **BUILDING DESIGN AND FINISH:** In general, buildings shall be kept simple in form. Special consideration shall be given in the design of each building to the surrounding environment such as adjacent buildings, water areas, landscaping, etc. Exterior walls of all buildings shall be of exposed concrete aggregate, stucco, glass, architectural metal, brick or other prefinished material. Concrete, concrete block or wood siding are also acceptable materials for exterior walls, but they shall be finished by painting, staining or other processing. The type, style and color of all exterior walls shall be approved by the Port.

6. **SIGNS:** No advertising signs or billboards are permitted except those identifying the names and business of the persons or firm occupying the site. Signs on roofs, fences, in front yard setback area, or painted on exterior faces of buildings are prohibited. Signs are permitted to be placed upon the outside walls of the buildings, but shall not extend above the line of the roof meeting that wall. Flashing, moving, or internally illuminated signs shall not be permitted, and signs shall not be placed or externally illuminated in a manner which is detrimental to neighboring escape, view or to the safe movement of traffic. Sign colors and details shall be submitted to the Port for approval prior to installation.

7. **UTILITIES:** All electric and telephone service shall be brought underground to the site and to the buildings. The purchaser or lessee will be responsible for installing such underground service. Pad mounted electrical transformers shall be located in areas to minimize viewing from any public area.

8. **STORAGE:** All storage shall be visually screened by landscaping.

9. **LOADING:** Loading must be on the site and no on-street loading is permitted. Loading areas and other loading areas shall be paved with a surface that is well drained and of a strength adequate for the

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PORT OF SKAMANIA COUNTY LAND STANDARDS

10. PARKING: All vehicles must be parked on the site as no on-street parking is permitted. Employee parking shall be at the minimum ratio of one space for every two employees. Spaces shall be provided for all Company vehicles. Visitor parking spaces shall be provided at the ratio of ten percent (10%) that of the total employee parking spaces. Minimum parking stall width shall be eight feet six inches (8' 6").

All parking areas shall be paved with a dust-free all-weather surface of a strength adequate for the traffic expected. Parking areas are to be well drained but shall not exceed a ground slope gradient of four percent (4%).

11. AIR AND WATER POLLUTION: Discharge of smoke, particulate matter and other pollutants into the air shall conform to standards of the Southwest Washington Pollution Control Authority. Firms responsible for a suspected source of air pollution shall provide the Authority with quantitative and qualitative information regarding the discharge that will adequately and accurately describe operating conditions.

The emission of offensive odors in any quantities as to be readily detectable at any point beyond the property line is prohibited. No open burning shall be permitted.

The discharge of any effluent, other than normal storm runoff, into either the Columbia River or any stream is prohibited unless prior permission has been received from the Port and the Washington State Department of Ecology.

12. NOISE: The lessee or purchaser of Port lands will conform to the 1972 Federal Health and Safety Act. A noise level of 90 decibels or higher at the property line will not be allowed. Noisemaking devices which are maintained and utilized solely to serve as warning devices and noise created by highway vehicles or trains are excluded.

13. OTHER NOXIOUS EFFECTS: No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.

Except for exterior lighting, operations producing blinding glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.

All materials including wastes shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

No noxious or offensive trade, business or activity shall be conducted within the industrial, commercial or recreational areas of the Port of Skamania County, nor shall anything be done therein which may be or become a nuisance.

14. VARIANCES: If any of the standards set forth will, or do, cause burdens on a lessee or purchaser of Port property, variances may be granted by a majority vote by the Board of Commissioners of the Port of Skamania County at their regularly scheduled monthly meeting. There will be variances granted on items eleven (11), twelve (12), or thirteen (13) of these Port of Skamania County Land Standards.

15. REVIEW AND APPROVAL: It is the responsibility of the Board of Commissioners of the Port of Skamania County, or their designee, to see that all of these standards are observed, and that proper review and approval is given on items one (1) through ten (10) prior to the commencement of the construction covered by these same items.

16. SEVERABILITY: If any provision of these Land Standards is held invalid, the remainder of these standards shall not be affected.