115382

BOOK 133 PAGE 72
RECORD
BY Planning Dept.
JAN 27 4 32 PM 93
GARY NELSON

Recorded
Indexed
Indirect
Filmed
Mailed

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made this 12th day of January, 1993, by CLARENCE E. MERSHON and COLLEEN L. MERSHON, husband and wife, and PERRY M. MERSHON and ROBIN S. MERSHON, husband and wife, hereinafter referred to as "Owner."

1. Statement of Facts.

(a) Owner is the owner in fee of that certain real property in Skamania County, Washington, described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property").

(b) Owner is establishing three building lots on the portion of the Property along the bluff above Panther Creek.

(c) Owner is about to, or may hereafter, sell, dispose of, convey, or hypothecate part of and/or an interest in the Property, including both said bluff portion and the remaining portion below the bluff and adjacent to Panther Creek, Bear Creek, and Wind River.

(d) Owner desires to subject each and every portion of the Property to the easements, covenants, conditions, restrictions, reservations, liens, and charges hereinafter set forth pursuant to a general plan of improvement of the Property.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

2. **COMMON PLAN.**

Owner declares and certifies Owner has established a plan for the protection, maintenance, and improvement of said Property, and has fixed and does hereby fix the easements, covenants, and reservations upon, and subject to which, all lots, parcels, and portions of said Property shall be used, held, leased, sold, or conveyed by Owner, whether by operation of law or otherwise, and each and all of which is and are for the benefit of said Property, and of each owner of land therein, whether present or future, and which shall inure and pass with said Property, and each and every parcel of land therein, and shall apply to and bind Owner, and Owner's heirs, executors, administrators, and successors in interest.

3. **The Property.**

The Property which is legally described in Exhibit "A" is likewise shown in a Record of Survey Short Plat attached hereto, marked Exhibit "B", and by this reference made a part hereof. The Property is divided into four areas which are shown on said Survey as Lot 1, Lot 2, Lot 3, and Common Area. The entire Property is divided into two categories of use which are hereinafter referred to as "Private Area" and "Common Area", with the Private Area consisting of the aforesaid three lots, and the Common Area

consisting of the balance of the Property including the adjoining waterways.

4. Easements.

(a) Access to Lot 3. An easement for ingress, egress, and utilities appurtenant to and for the benefit of Lot 3 is hereby created over, in, upon, and across Lot 2. Said easement shall be located along the existing driveway which is situated near or immediately adjacent to Bear Creek Road. The driveable surface of said easement shall be constructed of graded gravel and shall at all times be maintained in a reasonably good state of repair and free of any potholes or ruts exceeding six inches in depth. All costs and expenses reasonably associated with the maintenance and repair of the aforesaid easement and the roadway thereon shall be paid within 30 days of written billing by the maintaining or repairing party which may be the owner of either Lot 2 or Lot 3. The owner of each Lot shall pay one-half of such costs and expenses; the entire Lot of an owner who fails to timely and fully pay the half share for that Lot shall be subject to a lien in favor of the maintaining or repairing party, who may perfect the same by recording the written billing together with an acknowledged statement of the non-paying owner's failure, and who may foreclose the same in any manner authorized for other liens on real property. Any such foreclosure shall include not only the non-paying owner's Lot,

but also all easements and other appurtenances and all of said owner's interest in the Common Area.

(b) **Trails.** An easement for pedestrian right of way is hereby created for the benefit of each Lot over, upon, and across the portions of the existing trails on the Property located on the other Lots; provided, however, that any such trail may be reasonably rerouted if and to the extent necessary to circumvent a building being placed on the Lot.

(c) **Creek and River Banks.** An easement for recreational use is hereby created for the benefit of each Lot along all creek and river banks on the Property located on the other Lots.

5. **Private Area Buildings.**

(a) **Number and Type of Buildings.** Each Lot may contain one building designed and constructed for single family residential use, a two-car garage or carport, and not more than one other building which may only be a single story storage or utility shed not exceeding 400 square feet in size, except as may otherwise be agreed to in writing by the owners of all three Lots.

(b) **Approval to Build or Alter.** No building, structure, or other improvement shall be constructed or substantially altered on any Lot unless all matters relating to the exterior design and appearance thereof, including the maximum time for completion and landscaping, is approved in

writing in advance by the owners of both of the other Lots, which approval shall not be unreasonably withheld by said owners, and any construction or alteration without such approval may be enjoined by the owner of either other Lot who shall be entitled to recover all costs reasonably incurred, including reasonable attorneys' fees whether from before, during, or after suit, in seeking such injunction. All construction shall be of good quality and use stick built or better construction.

(c) **Other Building Restrictions.** No temporary or other nonpermanent structure and no mobile or other manufactured home shall at any time be permitted or maintained on any Lot; provided, however, that one travel trailer may occasionally be on a Lot temporarily; and provided, further, that during all such temporary occasions the Lot owner shall endeavor to minimize the visual and other impacts of the presence of the travel trailer.

6. **Permitted Uses.**

(a) **Intended Use.**

(i) **General.** The Property is intended be and become a residential and recreational area exclusively for the use and occupancy by the owners of the Lots and their immediate family and accompanying guests. To the greatest extent possible, all decisions relative to the Property and its use or improvement shall reflect paramount consideration

being given to assuring the privacy of the respective Lot owners and the preservation of the natural flora and fauna of the Property. No Lot shall at any time be maintained or used in a manner inconsistent with said intended use including such privacy and preservation.

(ii) Trees and Timber. Cutting of trees on any Lot for use in an approved building thereon or on account of pre-building site preparation shall be permitted; clear cutting of trees on the Property shall be, and hereby is, prohibited; for purposes of this Declaration, "clear cutting" shall mean removal of more than 40% of the merchantable timber. Any commercial timber harvesting on the Property shall be done in such a manner that the remaining stand of timber is improved or enhanced (Danish Management Method).

(b) Private Area. The owner of each Lot shall have the sole and exclusive right, subject to provisions of this Declaration, to use and occupy such Lot and the improvements thereon for personal and family purposes not including any business, commercial, or rental purposes unless pursuant to an arrangement approved in writing by the owners of the other Lots. The owner of each Lot shall at all times endeavor to control the conduct of all persons and activities at any time on said Lot so as not to disturb the privacy and quiet enjoyment of the owners of the other Lots.

(c) **Common Area.** The Common Area shall be held and maintained for the use and enjoyment of the persons permitted in the Private Area, namely Lot owners, their immediate family and accompanying guests. Improvements furthering such use and enjoyment may be permitted in the Common Area provided that such improvements are not begun or pursued without the written approval of all three Lot owners.

(d) **Other Restrictions.**

(i) No inoperable or unused machinery or equipment, nor any undriveable vehicle, shall at any time be stored or kept on the Property.

(ii) No public or private nuisance shall at any time be permitted or maintained on the Property.

(iii) No Lot or any portion thereof or improvement thereon shall at any time be permitted to become or remain in a state of disrepair.

7. **Common Area Ownership.** The owner of each Lot shall also be the owner of an undivided one-third as tenant in common of the entire Common Area. No conveyance or other transfer of any Lot shall fail to include the interest of the owner of such Lot in the Common Area; no interest in the Common Area may be owned, held, or otherwise claimed other than by the owner of Lot 1, Lot 2, or Lot 3.

8. Miscellaneous Requirements and Restrictions.

(a) **Liability Insurance.** The owner of each Lot shall at all times carry and maintain in effect public liability insurance with limits of not less that $500,000.00 for injury to any one person and $1,000,000.00 for any one occurrence or accident. and $100,000.00 for property damage. The coverage of all such insurance shall extend to the Common Area.

(b) **Fences.** No fence shall be planned or constructed without the prior written approval of the owners of the other Lots as to location, size, type, materials, color and finish of such fence.

(c) **Animals.** No animals other than domestic pets of a species and in a number typically and commonly found and permitted in or about urban areas in the Pacific Northwest of the United States shall at any time be present, kept, or maintained on any Lot.

(d) **Drilling and Mining.** No oil drilling, development, or refining, nor any quarrying or mining operation, shall at any time be established or carried on on the Property.

(e) **Aerials and Antennas.** No aerials or antennas other that those approved in writing by the owners of the other Lots shall at any time be located, constructed, or mounted on any Lot or in the Common Area.

(f) Trash. No trash or garbage shall at any time be kept, permitted, or maintained on the Property or any Lot unless appropriately and adequately contained and awaiting imminent removal or pickup.

9. **Right of First Refusal.** No Lot shall be sold, the subject of an enforceable offer for sale, or otherwise transferred unless such Lot is first offered to the owners of the other Lots at the price, and on the terms, of the proposed sale; provided, however, that no such transfer shall be so restricted if the transferee is a member of the immediate family of the transferor; and provided, further, that the offeree Lot owners, or either of them, shall have ten days from the receipt of written notice of the proposed sale to accept the selling Lot owner's offer.

10. **Duration.** Each easement, covenant, and restriction will continue in full force and effect in perpetuity.

11. **Modifications.** This Declaration and any provision, covenant, or restriction contained within it may be terminated, extended, modified, or amended with the written consent of the owners of Lot 1, Lot 2, and Lot 3. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the office of the recorder of Skamania County, Washington.

12. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Property to the general public or for or for the use of the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

13. **Dominant and Servient Estates.** Each and all of the easements and rights granted or created hereby are appurtenances to the applicable portions of the Property and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For purposes of the easements and rights, the property benefited will constitute the dominant estate, and the particular area of the Property, which, respectively, is burdened by such easements and rights will constitute the servient estate.

14. **Covenants Run With the Land.** Each and all of the covenants, restrictions, and provisions contained in this Declaration (whether affirmative or negative in nature) (a) are made for the direct, mutual, and reciprocal benefit of each part and parcel of land in or on the Property; (b) will create mutual equitable servitudes upon each parcel of land in or on the Property in favor of the land benefited; (c) will bind every person having any fee or other interest in any portion of the Property at any time or from time to time to the extent that such portion is affected or bound by the

covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on such portion; and (d) will inure to the benefit of the Owner and the Owner's successors and assigns.

15. **Discharge of Rights and Duties Upon Transfer.** In the event of assignment, transfer, or conveyance of the interest of any person in and to any Lot, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee, or grantee with the interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

16. **Enforcement.** The right of enforcement of the easements, covenants, restrictions, and provisions herein shall belong to the owners of each benefitted parcel. In the event of any violation or threatened violation of any of the easements, covenants, restrictions, or other provisions herein, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

Clarence E. Hershon
by Elsie C. McSwain attorney-in fact
Clarence E. Hershon

Colleen L. Mershon
by Elise C. McGuire Attorney in fact
Colleen L. Mershon

Perry M. Mershon
Perry M. Mershon

Robin S. Mershon
Robin S. Mershon

STATE OF Oregon)
) ss.
County of Multnomah)

On this 15 day of January, 1993, personally appeared before me Elise C. McGuire, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Clarence E. Mershon, and acknowledged that she signed the same as her free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

MARY J. LICHTY NOTARY PUBLIC STATE OF OREGON

Notary Public for Oregon
My commission expires: 3/4/94

STATE OF Oregon)
) ss.
County of Multnomah)

On this 15th day of January, 1993, personally appeared before me Elise C. McGuire, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Colleen L. Mershon, and acknowledged that she signed the same as her free and voluntary act and deed as

Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

Notary Public for Oregon
My commission expires: 5/1/94

STATE OF Oregon)
) ss.
County of Multnomah)

On this 14th day of January, 1993, personally appeared before me Perry M. Mershon, who acknowledged the foregoing instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Dean Cochran
Notary Public for Oregon
My commission expires: Aug. 30, 1996

STATE OF Oregon)
) ss.
County of Multnomah)

On this ____ day of January, 1993, personally appeared before me Robin S. Mershon, who acknowledged the foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Dean Cochran
Notary Public for Oregon
My commission expires: Aug. 30, 1996

EXHIBIT "A"

The Southwest Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying Westerly of the center of Panther Creek.

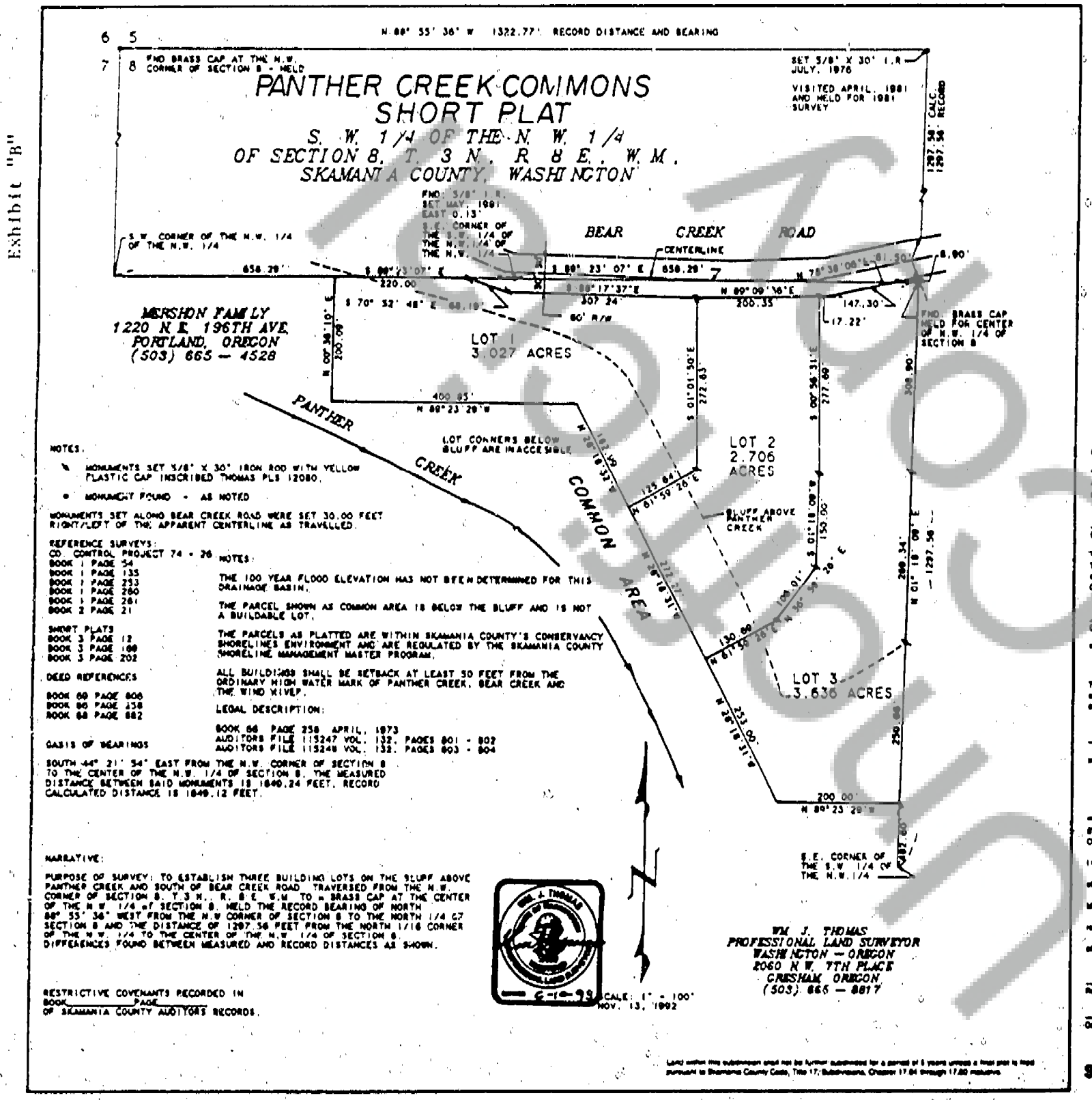
TOGETHER WITH that portion of the Southwest Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence West along the South line of the Southwest Quarter of the Northwest Quarter of Section 8 a distance of 392.3 feet and the true point of beginning; thence Northeasterly to the confluence of the Wind River with Panther Creek; thence Southeasterly along the centerline of the Wind River to the South line of the Southwest Quarter of the Northwest Quarter of Section 8; thence West along the South line of the Southwest Quarter of the Northwest Quarter of Section 8 to the true point of beginning.

BOOK 133 PAGE 86
Exhibit "B"

PANTHER CREEK COMMONS SHORT PLAT

S. W. 1/4 OF THE N. W. 1/4
OF SECTION 8, T. 3 N., R. 8 E., W.M.
SKAMANIA COUNTY, WASHINGTON



NOTES:

- MONUMENTS SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED THOMAS PLS 12080.
- MONUMENT FOUND - AS NOTED

MONUMENTS SET ALONG BEAR CREEK ROAD WERE SET 30.00 FEET RIGHT/LEFT OF THE APPARENT CENTERLINE AS TRAVELLED.

REFERENCE SURVEYS:
CO. CONTROL PROJECT 74 - 26
BOOK 1 PAGE 54
BOOK 1 PAGE 135
BOOK 1 PAGE 253
BOOK 1 PAGE 260
BOOK 1 PAGE 261
BOOK 2 PAGE 21

SHORT PLATS
BOOK 3 PAGE 12
BOOK 3 PAGE 100
BOOK 3 PAGE 202

DEED REFERENCES
BOOK 66 PAGE 806
BOOK 66 PAGE 258
BOOK 68 PAGE 882

BASIS OF BEARINGS

SOUTH 44° 21' 54" EAST FROM THE N.W. CORNER OF SECTION 8 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. THE MEASURED DISTANCE BETWEEN SAID MONUMENTS IS 1840.24 FEET. RECORD CALCULATED DISTANCE IS 1840.12 FEET.

NOTES:

THE 100 YEAR FLOOD ELEVATION HAS NOT BEEN DETERMINED FOR THIS DRAINAGE BASIN.

THE PARCEL SHOWN AS COMMON AREA IS BELOW THE BLUFF AND IS NOT A BUILDABLE LOT.

THE PARCELS AS PLATTED ARE WITHIN SKAMANIA COUNTY'S CONSERVANCY SHORELINES ENVIRONMENT AND ARE REGULATED BY THE SKAMANIA COUNTY SHORELINE MANAGEMENT MASTER PROGRAM.

ALL BUILDINGS SHALL BE SETBACK AT LEAST 50 FEET FROM THE ORDINARY HIGH WATER MARK OF PANTHER CREEK, BEAR CREEK AND THE WIND RIVER.

LEGAL DESCRIPTION:

BOOK 66 PAGE 258 APRIL, 1973
AUDITORS FILE 115247 VOL. 132, PAGES 801 - 802
AUDITORS FILE 115248 VOL. 132, PAGES 803 - 804

NARRATIVE:

PURPOSE OF SURVEY: TO ESTABLISH THREE BUILDING LOTS ON THE BLUFF ABOVE PANTHER CREEK AND SOUTH OF BEAR CREEK ROAD. TRAVERSED FROM THE N.W. CORNER OF SECTION 8, T.3 N., R. 8 E. W.M. TO A BRASS CAP AT THE CENTER OF THE N.W. 1/4 of SECTION 8. HELD THE RECORD BEARING OF NORTH 88° 55' 36" WEST FROM THE N.W CORNER OF SECTION 8 TO THE NORTH 1/4 OF SECTION 8 AND THE DISTANCE OF 1297.56 FEET FROM THE NORTH 1/16 CORNER OF THE N.W. 1/4 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. DIFFERENCES FOUND BETWEEN MEASURED AND RECORD DISTANCES AS SHOWN.

RESTRICTIVE COVENANTS RECORDED IN
BOOK_____ PAGE_____
OF SKAMANIA COUNTY AUDITOR'S RECORDS.

SCALE: 1" = 100'
NOV. 13, 1992

WM. J. THOMAS
PROFESSIONAL LAND SURVEYOR
WASHINGTON — OREGON
2060 N.W. 7TH PLACE
GRESHAM, OREGON
(503) 665 — 8817

Land within this subdivision shall not be further subdivided for a period of 5 years unless a final plat is filed pursuant to Skamania County Code, Title 17; Subdivisions, Chapter 17.64 through 17.80 inclusive.

We, owners of the above tract of land, hereby declare and certify this Short Plat to be true and correct to the best of our knowledge, and that the Short Subdivision has been made with our free consent and in accordance with our desires. Further, we dedicate all Roads as shown, not noted as private, and waive all claims for damages against any governmental agency arising from the construction and maintenance of said Roads.

Owners

Notary Public — Date: 11-8-92

The lots in this Short Plat contain adequate area and proper soil, topographic and drainage conditions to be served by an onsite sewage disposal system unless otherwise noted on the Short Plat Map. Adequacy of water supply is not guaranteed unless as noted on the Short Plat map.

S.W. Washington Health District — Date: 12-3-92

This Short Plat complies with all County Road regulations and is of adequate dimension for purposes of subdividing.

County Engineer — Date

All taxes and assessments on property involved with this Short Plat have been paid, discharged or satisfied.

County Treasurer — Date

The above of this Short Subdivision complies with Ordinance 1989-07 requirements, and the Short Plat is approved subject to recording in the Skamania County Auditor's Office.

County Planning Department — Date

Surveyor's Certificate

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of

CLARENCE E. MERSHON

in NOV 1992

STATE OF WASHINGTON
COUNTY OF SKAMANIA }

I hereby certify that the within instrument of writing filed for _____
at _____ M. _____ 19____ and
recorded in Book _____ of _____
at Page _____

Recorder of Skamania County, Wash

County Auditor

SHEET 1 OF 2

BOOK 133 PAGE 87

Exhibit "B"

W.J. THOMAS
PROFESSIONAL LAND SURVEYOR
WASHINGTON - OREGON
2060 N.W. 7TH PLACE
GRESHAM, OREGON
(503) 665 - 8817

MERSHON FAMILY
1220 N.E. 196TH AVE.
PORTLAND, OREGON
(503) 665 - 4528

NOTES:

- MONUMENTS SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED THOMAS PLS 12080
- MONUMENT FOUND - AS NOTED

MONUMENTS SET ALONG BEAR CREEK ROAD WERE SET 30.00 FEET RIGHT/LEFT OF THE APPARENT CENTERLINE, AS TRAVELLED.

REFERENCE SURVEYS:
CO. CONTROL PROJECT 74 - 26
BOOK 1 PAGE 54
BOOK 1 PAGE 135
BOOK 1 PAGE 253
BOOK 1 PAGE 260
BOOK 1 PAGE 261
BOOK 2 PAGE 21

SHORT PLATS
BOOK 3 PAGE 12
BOOK 3 PAGE 180
BOOK 3 PAGE 202

DEED REFERENCES
BOOK 69 PAGE 808
BOOK 66 PAGE 258
BOOK 68 PAGE 882

LEGAL DESCRIPTION:
BOOK 66 PAGE 258, APRIL, 1973
AUDITORS FILE 115247 VOL. 132, PAGES 801 - 802
AUDITORS FILE 115248 VOL. 132, PAGES 803 - 804

BASIS OF BEARINGS

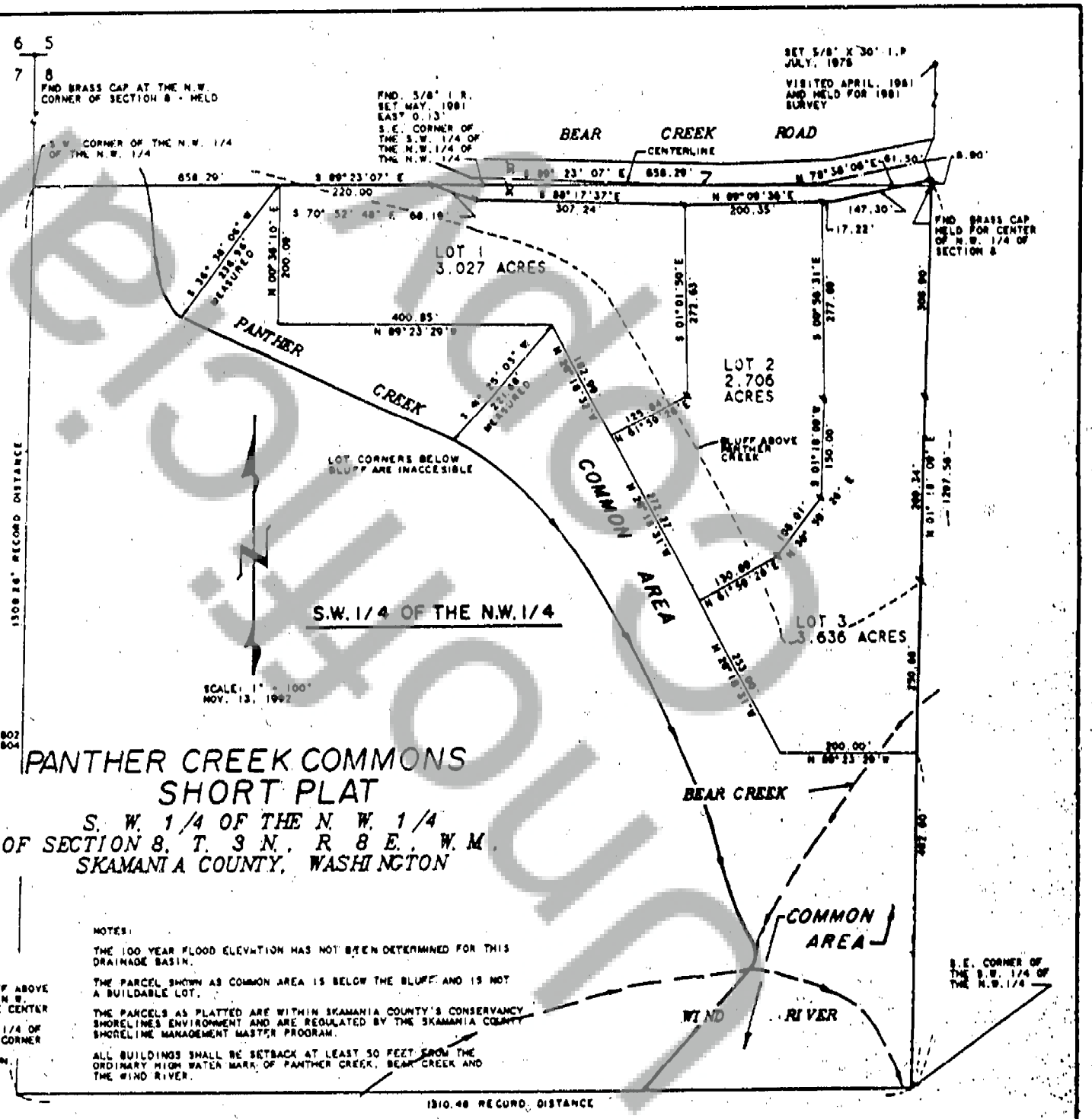
SOUTH 44° 21' 54" EAST FROM THE N.W. CORNER OF SECTION 8 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. THE MEASURED DISTANCE BETWEEN SAID MONUMENTS IS 1849.24 FEET. RECORD CALCULATED DISTANCE IS 1849.12 FEET.

WAC 332-130-100
EQUIPMENT: TOPCON TOTAL STATION 6-SECOND THEODOLITE
WAC 332-130-090
FIELD EQUIPMENT AND TRAVERSE ACCURACIES ABOVE MINIMUM STANDARDS FOR SURVEYS.

NARRATIVE

PURPOSE OF SURVEY: TO ESTABLISH THREE BUILDING LOTS ON THE BLUFF ABOVE PANTHER CREEK AND SOUTH OF BEAR CREEK ROAD. TRAVERSED FROM THE N.W. CORNER OF SECTION 8, T.3 N., R. 8 E., W.M. TO A BRASS CAP AT THE CENTER OF THE N.W. 1/4 of SECTION 8. HELD THE RECORD BEARING OF NORTH 88° 55' 36" WEST FROM THE N.W. CORNER OF SECTION 8 TO THE NORTH 1/4 OF SECTION 8 AND THE DISTANCE OF 1297.56 FEET FROM THE NORTH 1/16 CORNER OF THE N.W. 1/4 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. DIFFERENCES FOUND BETWEEN MEASURED AND RECORD DISTANCES AS SHOWN.

RESTRICTIVE COVENANTS RECORDED IN
BOOK_____ PAGE_____
OF SKAMANIA COUNTY AUDITORS RECORDS.



PANTHER CREEK COMMONS SHORT PLAT

S. W. 1/4 OF THE N. W. 1/4
OF SECTION 8, T. 3 N., R 8 E., W.M.
SKAMANIA COUNTY, WASHINGTON

NOTES:

THE 100 YEAR FLOOD ELEVATION HAS NOT BEEN DETERMINED FOR THIS DRAINAGE BASIN.

THE PARCEL SHOWN AS COMMON AREA IS BELOW THE BLUFF AND IS NOT A BUILDABLE LOT.

THE PARCELS AS PLATTED ARE WITHIN SKAMANIA COUNTY'S CONSERVANCY SHORELINES ENVIRONMENT AND ARE REGULATED BY THE SKAMANIA COUNTY SHORELINE MANAGEMENT MASTER PROGRAM.

ALL BUILDINGS SHALL BE SETBACK AT LEAST 50 FEET FROM THE ORDINARY HIGH WATER MARK OF PANTHER CREEK, BEAR CREEK AND THE WIND RIVER.

SHEET 2 OF 2

AGREEMENT FOR WATER EASEMENT AND SUPPLY

THIS AGREEMENT is made this 12th day of January, 1993, by CLARENCE E. MERSHON and COLLEEN L. MERSHON, husband and wife, hereinafter referred to as "Grantor," and CLARENCE E. MERSHON and COLLEEN L. MERSHON, husband and wife, and PERRY M. MERSHON and ROBIN S. MERSHON, husband and wife, hereinafter collectively referred to as "Grantees," and sometimes separately referred to as "Grantee Clarence and Colleen" or "Grantee Perry and Robin", respectively.

1. **Statement of Facts.**

(a) Grantor is the owner in fee of that certain real property in Skamania County, Washington, described on Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor's Property").

(b) Grantees are the owners in fee of that certain real property in Skamania County, Washington, described on Exhibit "B" attached hereto and incorporated herein by this reference ("Grantees' Property").

(b) Grantees are establishing three building lots on the portion of Grantees' Property along the bluff above Panther Creek.

(c) Grantees are about to, or have agreed to hereafter, sell, dispose of, convey, or hypothecate part of and/or an interest in Grantees' Property, including both said

bluff portion and the remaining portion below the bluff and adjacent to Panther Creek, Bear Creek, and Wind River.

(d) Grantor desires to subject each and every portion of Grantor's Property to the covenants, easements, restrictions, agreements, and charges hereinafter set forth in order to assure that a steady and adequate supply of water from the well on Grantor's Property is available in perpetuity to Grantees' Property.

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

2. **Common Plan.**

Grantees declare and certify that Grantees have established a plan for the protection, maintenance, and improvement of Grantees' Property, and have heretofore placed covenants, easements, and restrictions thereon for the benefit of Grantees' Property, and of each owner of land therein, whether present or future.

3. **The Property.**

Grantees' Property, which is legally described in Exhibit "B", is likewise shown in a Record of Survey Short Plat attached hereto, marked Exhibit "C", and incorporated herein by this reference. Grantees' Property is divided into four areas which are shown on said Survey as Lot 1, Lot 2, Lot 3, and Common Area. Pursuant to the common plan referred to in Paragraph 2 of this Agreement, said Lots on Grantees' Property are dedicated to residential, including recreational,

use, and as stated above this Agreement is intended to facilitate such use by securing for said Lots a permanent and unending adequate supply of water for domestic and related use by the Lot owners and their guests.

4. **Easements.**

(a) **Access to Grantor's Property.** A ten foot wide easement for water and utilities appurtenant to and for the benefit of Lots 1, 2, and 3 of Grantees' Property is hereby created over, in, upon, and across Lots 1, 2, and 3 of Grantees' Property. Said easement shall be five feet on either side of the center line of the pipeline as laid for delivery of water to said Lots.

(b) **Access to Water Source, Etc.** A ten foot wide easement for water and utilities appurtenant to and for the benefit of Lots 1, 2, and 3 is hereby created over, in, upon, and across Grantor's Property. Said easement shall be five feet on either side of the center line of the pipeline as laid for delivery of water from the well on Grantor's Property.

(c) **Delivery System.** Grantees agree to construct and maintain along said easements a pipeline for the delivery of water. Grantor may charge, and Grantee Clarence and Colleen, as owner of Lot 1, and Grantee Perry and Robin, as owner of Lot 2, and Grantees' successor as owner of Lot 3, shall each pay a one time $1,200.00 hookup fee for connection to the system at the time of such connection. Grantor, as

owner of Grantor's Property, and the owners of Lots 1, 2, and 3 of Grantees' Property, shall each make payments into a water maintenance, repair, and replacement fund to be hereafter established.

5. **Water Service.** Grantor agrees for himself and his successors in interest in Grantor's Property to provide adequate potable water for domestic use to Grantees' Property, including Lot 1, Lot 2, and Lot 3 thereon, and to Grantor's Property. Grantor may charge, and Grantor, as owner of Grantor's Property, and the owners of Lots 1, 2, and 3 of Grantees' Property, their successors and assigns, shall each pay a monthly charge for such water equal to 150% of the prevailing basic PUD charge in the vicinity (currently, $11.00 times 1.5 equals $16.50 per month) plus an annual $100.00 maintenance fee.

6. **Enforcement.** The right of enforcement of the covenants, easements, restrictions, agreements, and charges herein shall belong to the owners of each benefitted parcel. In the event of any violation or threatened violation of any of the covenants, easements, restrictions, agreements, or charges provided herein, any person entitled to enforce this Agreement will have, in addition to the right to collect damages, the right the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

7. **Duration.** Each covenant, easement, restriction, agreement, and charge contained herein will continue in full force and effect in perpetuity.

8. **Modifications.** This Agreement and any provision, covenant, or restriction contained within it may be terminated, extended, modified, or amended with the written consent of the owners of Grantor's Property and Grantees' Property, including each and every Lot therein. No termination, extension, modification, or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged, and recorded in the office of the recorder of Skamania County, Washington.

9. **Not a Public Dedication.** Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Grantor's Property or Grantees' Property to the general public or for or for the use of the general public or for any public purpose whatsoever, it being the intention that this Agreement will be strictly limited to and for the purpose expressed herein.

10. **Dominant and Servient Estates.** Each and all of the easements and rights granted or created hereby are appurtenances to the applicable portions of the benefitted property and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For purposes of the easements and rights,

the property benefited will constitute the dominant estate, and the property burdened by such easements and rights will constitute the servient estate.

11. **Discharge of Rights and Duties Upon Transfer.** In the event of transfer, assignment, or conveyance of the interest of any person in and to Grantor's Property or Grantees' Property without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, then the powers, rights, and interest conferred on such person will be deemed transferred, assigned, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee, or grantee with the interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

Clarence E. Mershon
by Elise C McAuliffe attorney in fact
Clarence E. Mershon

Colleen L. Mershon
by Elise C McAuliffe attorney in fact
Colleen L. Mershon

Perry M. Mershon
Perry M. Mershon

Robin S. Mershon
Robin S. Mershon

STATE OF Oregon)
) ss.
County of Multnomah)

On this 15th day of January, 1993, personally appeared before me Elise C. McGuire, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Clarence E. Mershon, and acknowledged that she signed the same as her free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

Given under my hand and official seal the day and year last above written.

Notary Public for Oregon
My commission expires: 5/1/94

STATE OF Oregon)
) ss.
County of Multnomah)

On this 15 day of January, 1993, personally appeared before me Elise C. McGuire, to me known to be the individual who executed the foregoing instrument as Attorney in Fact for Colleen L. Mershon, and acknowledged that she signed the same as her free and voluntary act and deed as Attorney in fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

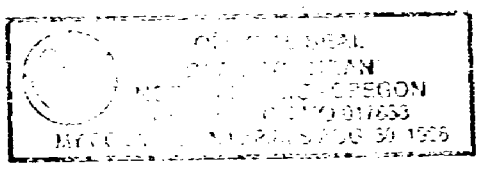
Given under my hand and official seal the day and year last above written.

Notary Public for Oregon
My commission expires: 5/1/94

STATE OF Oregon)
) ss.
County of Klamath)

On this 14th day of January, 1993, personally appeared before me Perry M. Mershon, who acknowledged the foregoing instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

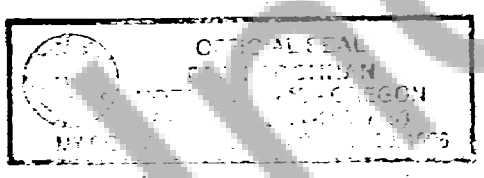


Dean Cochran
Notary Public for Oregon
My commission expires: Aug 30, 1996

STATE OF Oregon)
) ss.
County of Klamath)

On this 14th day of January, 1993, personally appeared before me Robin S. Mershon, who acknowledged the foregoing instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Dean Cochran
Notary Public for Oregon
My commission expires: Aug 30, 1996

EXHIBIT "A"

A tract of land in the Southeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of short plat recorded in Book 3 of short plats, Page 12, Skamania County Records.

EXHIBIT "B"

The Southwest Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying Westerly of the center of Panther Creek.

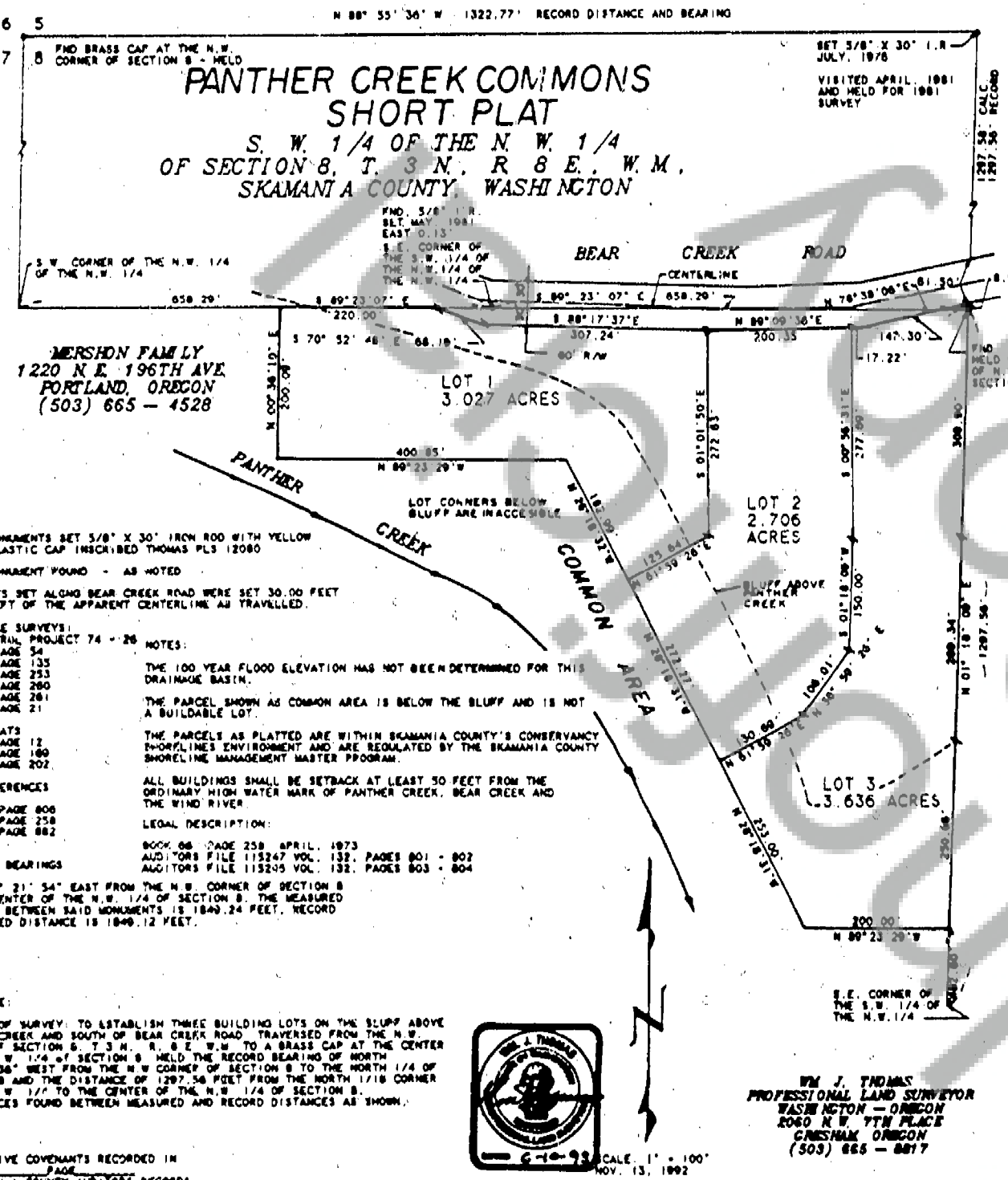
TOGETHER WITH that portion of the Southwest Quarter of the Northwest Quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, described as follows:

Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 8; thence West along the South line of the Southwest Quarter of the Northwest Quarter of Section 8 a distance of 392.3 feet and the true point of beginning; thence Northeasterly to the confluence of the Wind River with Panther Creek; thence Southeasterly along the centerline of the Wind River to the South line of the Southwest Quarter of the Northwest Quarter of Section 8; thence West along the South line of the Southwest Quarter of the Northwest Quarter of Section 8 to the true point of beginning.

BOOK 133 PAGE 98
Exhibit "C"

PANTHER CREEK COMMONS SHORT PLAT

S. W. 1/4 OF THE N. W. 1/4
OF SECTION 8, T. 3 N., R 8 E., W. M.,
SKAMANIA COUNTY, WASHINGTON



NOTES:

- MONUMENTS SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED THOMAS PLS 12080
- MONUMENT FOUND - AS NOTED

MONUMENTS SET ALONG BEAR CREEK ROAD WERE SET 30.00 FEET RIGHT/LEFT OF THE APPARENT CENTERLINE AS TRAVELLED.

REFERENCE SURVEYS:
CO CONTRAL PROJECT 74 - 26
BOOK 1 PAGE 54
BOOK 1 PAGE 135
BOOK 1 PAGE 253
BOOK 1 PAGE 260
BOOK 1 PAGE 261
BOOK 2 PAGE 21

SHORT PLATS
BOOK 3 PAGE 12
BOOK 3 PAGE 160
BOOK 3 PAGE 202

DEED REFERENCES

BOOK 69 PAGE 806
BOOK 66 PAGE 258
BOOK 68 PAGE 882

BASIS OF BEARINGS

SOUTH 44° 21' 54" EAST FROM THE N.W. CORNER OF SECTION 8 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. THE MEASURED DISTANCE BETWEEN SAID MONUMENTS IS 1849.24 FEET. RECORD CALCULATED DISTANCE IS 1849.12 FEET.

NOTES:

THE 100 YEAR FLOOD ELEVATION HAS NOT BEEN DETERMINED FOR THIS DRAINAGE BASIN.

THE PARCEL SHOWN AS COMMON AREA IS BELOW THE BLUFF AND IS NOT A BUILDABLE LOT.

THE PARCELS AS PLATTED ARE WITHIN SKAMANIA COUNTY'S CONSERVANCY SHORELINES ENVIRONMENT AND ARE REGULATED BY THE SKAMANIA COUNTY SHORELINE MANAGEMENT MASTER PROGRAM.

ALL BUILDINGS SHALL BE SETBACK AT LEAST 50 FEET FROM THE ORDINARY HIGH WATER MARK OF PANTHER CREEK, BEAR CREEK AND THE WIND RIVER.

LEGAL DESCRIPTION:

BOOK 66 PAGE 258 APRIL, 1973
AUDITORS FILE 115247 VOL. 132, PAGES 801 - 802
AUDITORS FILE 115245 VOL. 132, PAGES 803 - 804

NARRATIVE:

PURPOSE OF SURVEY: TO ESTABLISH THREE BUILDING LOTS ON THE BLUFF ABOVE PANTHER CREEK AND SOUTH OF BEAR CREEK ROAD. TRAVERSED FROM THE N.W. CORNER OF SECTION 8, T 3 N., R. 8 E. W.M. TO A BRASS CAP AT THE CENTER OF THE N.W. 1/4 of SECTION 8. HELD THE RECORD BEARING OF NORTH 88° 55' 36" WEST FROM THE N.W. CORNER OF SECTION 8 TO THE NORTH 1/4 OF SECTION 8 AND THE DISTANCE OF 1297.56 FEET FROM THE NORTH 1/16 CORNER OF THE N.W. 1/4 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. DIFFERENCES FOUND BETWEEN MEASURED AND RECORD DISTANCES AS SHOWN.

RESTRICTIVE COVENANTS RECORDED IN
BOOK_____ PAGE_____
OF SKAMANIA COUNTY AUDITORS RECORDS

11-10-92

SCALE: 1" = 100'
NOV. 13, 1992

WM. J. THOMAS
PROFESSIONAL LAND SURVEYOR
WASHINGTON — OREGON
2060 N.W. 7TH PLACE
GRESHAM, OREGON
(503) 665 — 8817

Land within this subdivision shall not be further subdivided for a period of 5 years unless a final plat is filed pursuant to Skamania County Code, Title 17, Subdivisions, Chapter 17.00 through 17.60 inclusive

We, owners of the above tract of land, hereby declare and certify this Short Plat to be true and correct to the best of our knowledge, and that this Short Subdivision has been made with our free consent and in accordance with our desires. Further, we dedicate all Roads as shown, not noted as private, and waive all claims for damages against any governmental agency arising from the construction and maintenance of said Roads.

Owner

Owner

Notary Public — Date 11-8-92

The lots in this Short Plat contain adequate area and proper size, topographic and drainage conditions to be serviced by an onsite sewage disposal system unless otherwise noted on the Short Plat map. Adequacy of water supply is not guaranteed unless as noted on the Short Plat map.

S.W. Washington Health District — Date 12-3-92

This Short Plat complies with all County Road regulations and is of adequate description for purposes of subdivisting.

County Engineer — Date

All taxes and assessments on property involved with this Short Plat have been paid, discharged or satisfied.

County Treasurer — Date

The layout of this Short Subdivision complies with Ordinance 1989-07 requirements, and this Short Plat is approved subject to recording in the Skamania County Auditor's Office.

County Planning Department — Date

Surveyor's Certificate

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of

CLARENCE E. MERSHON

in NOV 1992

STATE OF WASHINGTON
COUNTY OF SKAMANIA }

I hereby certify that the within instrument of writing filed by _____
of _____ at _____
M. _____ 19____ and
recorded in Book _____ of _____
at Page _____

Recorder of Skamania County, Wash

County Auditor

SHEET 1 OF 2

BOOK 133 PAGE 94
Exhibit "C"

WM. J. THOMAS
PROFESSIONAL LAND SURVEYOR
WASHINGTON _ OREGON
2060 N.W. 7TH PLACE
GRESHAM, OREGON
(503) 665 _ 8817

MERSHON FAMILY
1220 N.E. 196TH AVE.
PORTLAND, OREGON
(503) 665 _ 4528

NOTES

- MONUMENTS SET 5/8" X 30" IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED THOMAS PLS 12060
- MONUMENT FOUND - AS NOTED

MONUMENTS SET ALONG BEAR CREEK ROAD WERE SET 30.00 FEET RIGHT/LEFT OF THE APPARENT CENTERLINE AS TRAVELLED.

REFERENCE SURVEYS:
CO. CONTROL PROJECT 74 - 26
BOOK 1 PAGE 54
BOOK 1 PAGE 135
BOOK 1 PAGE 253
BOOK 1 PAGE 260
BOOK 1 PAGE 261
BOOK 2 PAGE 21

SHORT PLATS
BOOK 3 PAGE 12
BOOK 3 PAGE 100
BOOK 3 PAGE 202

DEED REFERENCES
BOOK 60 PAGE 908
BOOK 66 PAGE 258
BOOK 68 PAGE 882

LEGAL DESCRIPTION:
BOOK 66 PAGE 258 APRIL, 1973
AUDITORS FILE 115247 VOL. 132, PAGES 801 - 80
AUDITORS FILE 115248 VOL. 132, PAGES 803 - 804

BASIS OF BEARINGS

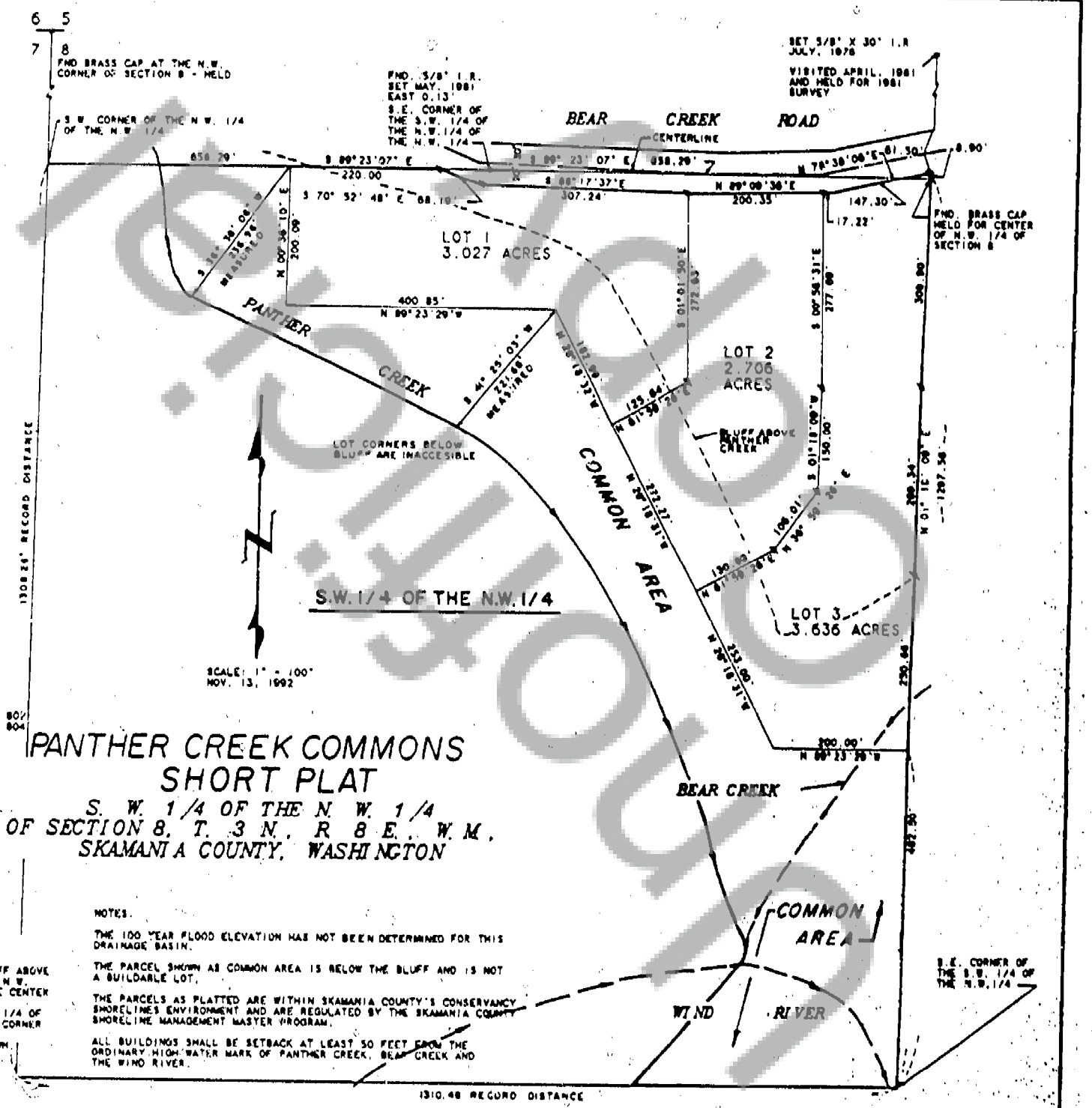
SOUTH 44° 21' 34" EAST FROM THE N.W. CORNER OF SECTION 8 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. THE MEASURED DISTANCE BETWEEN SAID MONUMENTS IS 1848.24 FEET. RECORD CALCULATED DISTANCE IS 1848.12 FEET.

WAC 332-130-100
EQUIPMENT: TOPCON TOTAL STATION 6-SECOND THEODOLITE
WAC 332-130-090
FIELD EQUIPMENT AND TRAVERSE ACCURACIES ABOVE MINIMUM STANDARDS FOR SURVEYS.

NARRATIVE

PURPOSE OF SURVEY: TO ESTABLISH THREE BUILDING LOTS ON THE BLUFF ABOVE PANTHER CREEK AND SOUTH OF BEAR CREEK ROAD. TRAVERSED FROM THE N.W. CORNER OF SECTION 8, T. 3 N., R. 8 E. W.M. TO A BRASS CAP AT THE CENTER OF THE N.W. 1/4 of SECTION 8. HELD THE RECORD BEARING OF NORTH 88° 55' 36" WEST FROM THE N.W. CORNER OF SECTION 8 TO THE NORTH 1/4 OF SECTION 8 AND THE DISTANCE OF 1297.56 FEET FROM THE NORTH 1/16 CORNER OF THE N.W. 1/4 TO THE CENTER OF THE N.W. 1/4 OF SECTION 8. DIFFERENCES FOUND BETWEEN MEASURED AND RECORD DISTANCES AS SHOWN.

RESTRICTIVE COVENANTS RECORDED IN
BOOK_____PAGE_____
OF SKAMANIA COUNTY AUDITOR'S RECORDS.



PANTHER CREEK COMMONS
SHORT PLAT

S. W. 1/4 OF THE N. W. 1/4
OF SECTION 8, T. 3 N., R. 8 E., W.M.,
SKAMANIA COUNTY, WASHINGTON

NOTES.

THE 100 YEAR FLOOD ELEVATION HAS NOT BEEN DETERMINED FOR THIS DRAINAGE BASIN.

THE PARCEL SHOWN AS COMMON AREA IS BELOW THE BLUFF AND IS NOT A BUILDABLE LOT.

THE PARCELS AS PLATTED ARE WITHIN SKAMANIA COUNTY'S CONSERVANCY SHORELINES ENVIRONMENT AND ARE REGULATED BY THE SKAMANIA COUNTY SHORELINE MANAGEMENT MASTER PROGRAM.

ALL BUILDINGS SHALL BE SETBACK AT LEAST 50 FEET FROM THE ORDINARY HIGH WATER MARK OF PANTHER CREEK, BEAR CREEK AND THE WIND RIVER.

SHEET 2 OF 2

BOOK 133 PAGE 100

KNOW ALL MEN BY THESE PRESENTS, That I, COLLEEN L. MERSHON

have made, constituted and appointed and by these presents do make, constitute and appoint

ELISE C. McGUIRE

and lawful attorney in fact ("my attorney"), for me and in my name, place and stead and for my use and benefit, my true

(1) To lease, let, grant, bargain, sell, contract to sell, convey, exchange, remise, release and dispose of any real or personal property of which I am now or hereafter may be possessed or in which I may have any right, title or interest, including rights of homestead, for any price or sum and upon such terms and conditions as to my attorney may seem proper;

(2) To take possession of, manage, maintain, operate, repair and improve any and all real or personal property now or hereafter belonging to me, to pay the expense thereof, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

(3) To buy, sell and generally deal in and with goods, wares and merchandise of every name, nature and description and to hypothecate, pledge and encumber the same;

(4) To buy, sell, assign, transfer and deliver all or any shares of stock in my name in any corporation for any price and upon such terms as to my attorney may seem right and proper and to receive and make payment therefor;

(5) To borrow any sums of money on such terms and at such rate of interest as to my attorney may seem proper and to give security for the repayment of the same;

(6) To ask for, demand, recover, collect and receive all moneys, debts, rents, dues, accounts, legacies, bequests, interests, dividends and claims whatsoever which are now or which hereafter may become due, owing and payable or belonging to me and to have, use and take all lawful ways and means in my name for the recovery of any thereof by attachments, levies or otherwise;

(7) To prepare, execute and file any proof of debt and other instruments in any court and to take any proceedings under the Bankruptcy Act in connection with any sum of money or demand due or payable to me and in any such proceedings to vote in my name for the election of any trustee(s), and to demand, receive and accept any dividend or distribution whatsoever;

(8) To adjust, settle, compromise or submit to arbitration any account, debt, claim, demand or dispute as well as matters which are now subsisting or hereafter may arise between me or my attorney and any other person or persons;

(9) To sell, discount, endorse, negotiate and deliver any check, draft, order, bill of exchange, promissory note or other negotiable paper payable to me, and to collect, receive and apply the proceeds thereof for my use for any of the purposes aforesaid; to pay to or deposit the same or any other sum of money coming into the hands of my attorney in checking and in savings accounts in my name with any bank or banker of my attorney's selection and to draw out moneys deposited to my credit with any bank, by check or otherwise, including deposits in savings accounts, and to apply the same for any of the purposes of my business as my attorney may deem expedient; to purchase and sell certificates of deposit; to appoint any bank or trust company as escrow agent; to transfer any asset of mine into any form or sort of trust; generally to conduct any and all banking transactions on my behalf;

(10) To make, execute and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals and deposits;

(11) To commence and prosecute and to defend against, answer and oppose all actions, suits and proceedings touching any of the matters aforesaid or any other matters in which I am or hereafter may be interested or concerned;

(12) To vote any stock in my name as proxy;

(13) To have access to any safety deposit box which has been or may be rented in my name or in the name of myself and any other person or persons;

GENERAL POWER OF ATTORNEY

Colleen L. Mershon

to

Elise C. McGuire

After recording return to (Name, Address, Zip):

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of ..... } ss.

I certify that the within instrument was received for record on the ..... day of ....., 19....., at ..... o'clock .....M., and recorded in book/reel/volume No..... on page ..... and/or as fee/file/instrument/microfilm/reception No....., Record of ..... of said County.

Witness my hand and seal of County affixed.

NAME TITLE

By ....., Deputy

(14) In connection with any of the powers herein granted, to sign, make, execute, acknowledge and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as to my attorney may seem right, proper and expedient;

(15) To employ, pay and discharge any person, including counsel and attorneys in connection with the exercise of any of the foregoing powers;

(16) To complete, amend, execute, and deliver any tax return or form of any nature whatsoever; to pay any tax due or collect any tax refund due; to make and respond to lawful inquiries from any taxing authority in connection with any power granted herein;

(17)

(18) Generally to conduct, manage and control all my business and my property, wheresoever situated, as my attorney may deem for my best interests, hereby releasing all third persons from responsibility for the acts and omissions of my attorney;

I hereby give and grant unto my attorney full power and authority freely to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue hereof.

In construing this power of attorney, it is to be understood that the undersigned may be more than one person or a corporation, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This power shall take effect: (delete inapplicable phrase)

a) on the date next written below;

~~b) if given by an individual, on the date that individual shall be adjudged incompetent by a court of proper jurisdiction.~~ *a)*

My attorney and all persons unto whom these presents shall come may assume that this power of attorney has not been revoked until given actual notice either of such revocation or of my death.

IN WITNESS WHEREOF, I have signed this instrument, or if a corporation, caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors, on this 5 day of January, 1993.

OFFICIAL SEAL
BOB PEAKE
NOTARY PUBLIC-OREGON
COMMISSION NO. 000832
MY COMMISSION EXPIRES AUG. 29, 1994

X Colleen L. Mershon
Colleen L. Mershon

STATE OF OREGON, County of MULTNOMAH) ss.

This instrument was acknowledged before me on JAN 5, 1993,
by Colleen L. Mershon.

This instrument was acknowledged before me on ....., 19....,
by .....
as .....
of .....

Bob Peake
Notary Public for Oregon

My commission expires 8/29/94

KNOW ALL MEN BY THESE PRESENTS, That I, CLARENCE E. MERSHON

have made, constituted and appointed and by these presents do make, constitute and appoint ELISE C. McGUIRE *my true and lawful attorney in fact ("my attorney"), for me and in my name, place and stead and for my use and benefit,*

(1) To lease, let, grant, bargain, sell, contract to sell, convey, exchange, remise, release and dispose of any real or personal property of which I am now or hereafter may be possessed or in which I may have any right, title or interest, including rights of homestead, for any price or sum and upon such terms and conditions as to my attorney may seem proper;

(2) To take possession of, manage, maintain, operate, repair and improve any and all real or personal property now or hereafter belonging to me, to pay the expense thereof, to insure and keep the same insured and to pay any and all taxes, charges and assessments that may be levied or imposed upon any thereof;

(3) To buy, sell and generally deal in and with goods, wares and merchandise of every name, nature and description and to hypothecate, pledge and encumber the same;

(4) To buy, sell, assign, transfer and deliver all or any shares of stock in my name in any corporation for any price and upon such terms as to my attorney may seem right and proper and to receive and make payment therefor;

(5) To borrow any sums of money on such terms and at such rate of interest as to my attorney may seem proper and to give security for the repayment of the same;

(6) To ask for, demand, recover, collect and receive all moneys, debts, rents, dues, accounts, legacies, bequests, interests, dividends and claims whatsoever which are now or which hereafter may become due, owing and payable or belonging to me and to have, use and take all lawful ways and means in my name for the recovery of any thereof by attachments, levies or otherwise;

(7) To prepare, execute and file any proof of debt and other instruments in any court and to take any proceedings under the Bankruptcy Act in connection with any sum of money or demand due or payable to me and in any such proceedings to vote in my name for the election of any trustee(s), and to demand, receive and accept any dividend or distribution whatsoever;

(8) To adjust, settle, compromise or submit to arbitration any account, debt, claim, demand or dispute as well as matters which are now subsisting or hereafter may arise between me or my attorney and any other person or persons;

(9) To sell, discount, endorse, negotiate and deliver any check, draft, order, bill of exchange, promissory note or other negotiable paper payable to me, and to collect, receive and apply the proceeds thereof for my use for any of the purposes aforesaid; to pay to or deposit the same or any other sum of money coming into the hands of my attorney in checking and in savings accounts in my name with any bank or banker of my attorney's selection and to draw out moneys deposited to my credit with any bank, by check or otherwise, including deposits in savings accounts, and to apply the same for any of the purposes of my business as my attorney may deem expedient; to purchase and sell certificates of deposit; to appoint any bank or trust company as escrow agent; to transfer any asset of mine into any form or sort of trust; generally to conduct any and all banking transactions on my behalf;

(10) To make, execute and deliver any and all manner of contracts with reference to minerals, oil, gas, oil and gas rights, rents and royalties, including agreements facilitating exploration for and discovery of oil, minerals and deposits;

(11) To commence and prosecute and to defend against, answer and oppose all actions, suits and proceedings touching any of the matters aforesaid or any other matters in which I am or hereafter may be interested or concerned;

(12) To vote any stock in my name as proxy;

(13) To have access to any safety deposit box which has been or may be rented in my name or in the name of myself and any other person or persons;

GENERAL POWER OF ATTORNEY

Clarence E. Mershon

to

Elise C. McGuire

After recording return to (Name, Address, Zip):

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
County of ..... } ss.

I certify that the within instrument was received for record on the ..... *day of* ....., *19*....., *at* ..... *o'clock* ..... *M., and recorded in book/reel/volume No.* ..... *on page* ..... *and/or as fee/file/instrument/microfilm/reception No.* ....., *Record of* ..... *of said County.*

Witness my hand and seal of County affixed.

NAME TITLE

By ....., *Deputy*

(14) In connection with any of the powers herein granted, to sign, make, execute, acknowledge and deliver in my name any and all deeds, contracts, bills of sale, leases, promissory notes, drafts, acceptances, evidences of debt, obligations, mortgages, pledges, satisfactions, releases, acquittances, receipts, bonds, writs and any and all other instruments whatsoever, with such general or special agreements and covenants, including those of warranty, as to my attorney may seem right, proper and expedient;

(15) To employ, pay and discharge any person, including counsel and attorneys in connection with the exercise of any of the foregoing powers;

(16) To complete, amend, execute, and deliver any tax return or form of any nature whatsoever; to pay any tax due or collect any tax refund due; to make and respond to lawful inquiries from any taxing authority in connection with any power granted herein;

(17)

(18) Generally to conduct, manage and control all my business and my property, wheresoever situated, as my attorney may deem for my best interests, hereby releasing all third persons from responsibility for the acts and omissions of my attorney;

I hereby give and grant unto my attorney full power and authority freely to do and perform every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my attorney shall lawfully do or cause to be done by virtue hereof.

In construing this power of attorney, it is to be understood that the undersigned may be more than one person or a corporation, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This power shall take effect: (delete inapplicable phrase)

a) on the date next written below;

~~b) if given by an individual, on the date that individual shall be adjudged incompetent by a court of proper jurisdiction.~~

My attorney and all persons unto whom these presents shall come may assume that this power of attorney has not been revoked until given actual notice either of such revocation or of my death.

IN WITNESS WHEREOF, I have signed this instrument, or if a corporation, caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors, on this 5th *day of* January, *19*73.

OFFICIAL SEAL
BOB PEAKE
NOTARY PUBLIC-OREGON
COMMISSION NO. 000632
MY COMMISSION EXPIRES AUG. 29, 1994

X Clarence E. Mershon
Clarence E. Mershon

STATE OF OREGON, County of MULTNOMAH) ss.

This instrument was acknowledged before me on JAN 5, 1973,

by Clarence E. Mershon

This instrument was acknowledged before me on ....., 19....,

by .....

as .....

of .....

Bob Peake
Notary Public for Oregon

My commission expires 8/29/94