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Skamania County Auditor

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GARY M. OLSON
AUDITOR

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Summons 2. 3. 4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Skamania County 2. Y.C.P. Skamania 3. Dolce International Inc. 4. <input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Talent, Karla J. 2. 3. 4. <input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 2, Township 2 North, Range 7 E.W.M. <input checked="" type="checkbox"/> Complete legal on page 6, 7, 11 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
02-07-02-0-0-0605-00, 02-07-02-0-0-0611, 0612 & 02-07-02-0-0-3500-00 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel #'s on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

SKAMANIA COUNTY
ORIGINAL FILED

FEB 17 1998

Lorena E. Hollis, Clerk

THE SUPERIOR COURT OF WASHINGTON
IN AND FOR SKAMANIA COUNTY

KARLA J. TALENT,
Plaintiff,
vs.

NO. 98 - 2 00022 0
SUMMONS

SKAMANIA COUNTY, a political
subdivision of the State of
Washington; Y.C.P. SKAMANIA
L.P., a limited partnership;
and DOLCE INTERNATIONAL, INC.,
Defendants.

TO THE DEFENDANTS:

A lawsuit has been started against you in the above entitled court by
KARLA J. TALENT, plaintiff. Plaintiff's claim is stated in the written
complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the
complaint by stating your defense in writing, and by serving a copy upon the
person signing this summons within twenty (20) days after the service of this
summons, excluding the day of service, or a default judgment may be entered
against you without notice. A default judgment is one where plaintiff is
entitled to what he asks for because you have not responded. If you serve a
notice of appearance on the undersigned person, you are entitled to notice
before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If
you do so, the demand must be in writing and must be served upon the person
signing this summons. Within fourteen (14) days after you serve the demand,
the plaintiff must file this lawsuit with the court, or the service on you of
this summons and complaint will be void.

If you wish to seek the advice of an attorney in this matter, you should
do so promptly so that your written response, if any, may be served on time.

This summons is issued pursuant to rule 4 of the Superior Court Civil
Rules of the State of Washington.

Dated this 17th day of February 1997.

Joseph L. Udall
JOSEPH L. UDALL, WSBA #6739
Attorney for Plaintiff
P.O. Box 858: 17 SW Russell
Stevenson, WA 98648
(509) 427-5363

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Talent v. Skamania Co. et al
SUMMONS
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SKAMANIA COUNTY
ORIGINAL FILED

FEB 17 1998

Loreno E. Hollis, Clerk

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR SKAMANIA COUNTY

KARLA J. TALENT,
Plaintiff,
vs.

NO. 98 - 2 00022 0

COMPLAINT FOR BREACH OF
AGREEMENT AND FOR RESCISSION

SKAMANIA COUNTY, a political
subdivision of the State of
Washington; Y.C.P. SKAMANIA
L.P., a limited partnership;
and DOLCE INTERNATIONAL, INC.,
Defendants.

COMES NOW the plaintiff, KARLA J. TALENT, and for cause of action
against defendants SKAMANIA COUNTY, Y.C.P. SKAMANIA L.P. and DOLCE
INTERNATIONAL, INC., alleges as follows:

I. PLAINTIFF

KARLA J. TALENT is a resident of Skamania County, Washington and is in
all ways competent to maintain this action.

II. DEFENDANTS

Defendant SKAMANIA COUNTY is a political subdivision of the State of
Washington.

Defendant Y.C.P. SKAMANIA L.P. is believed to be a California
corporation doing business in the State of Washington and is a purchaser from
defendant SKAMANIA COUNTY of the real property subject to this action.

Defendant DOLCE INTERNATIONAL, INC. is a foreign corporation, licensed
to do business in the state of Washington.

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COMPLAINT FOR BREACH OF AGREEMENT
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III. JURISDICTION

The Court has jurisdiction over the parties and the subject matter of this action.

IV. CAUSE OF ACTION

4.1 Plaintiff and defendant SKAMANIA COUNTY entered into a Settlement Agreement dated November 26, 1991 concerning easements, rights of way and zoning boundaries, among other things. A true copy of said Settlement Agreement is attached hereto and made a part hereof as if fully set forth, and is marked Exhibit "A".

4.2 Plaintiff owned a non-exclusive easement and right-of-way for ingress and egress across land owned by defendant SKAMANIA COUNTY which defendant SKAMANIA COUNTY wished to develop free of the restrictions imposed by plaintiff's easement and right-of-way.

4.3 In order to induce plaintiff to relinquish her easement and right-of-way, defendant SKAMANIA COUNTY promised to grant plaintiff a non-exclusive Easement Deed over another portion of defendant SKAMANIA COUNTY's property.

4.4 Defendant SKAMANIA COUNTY further agreed to relocate the easement and construct a new right-of-way road connecting to East View Road and to regularly maintain it to that point.

4.5 Defendant SKAMANIA COUNTY agreed to file and support a petition to the Columbia River Gorge Commission to make minor revision to the existing Stevenson Urban Area boundary under the Columbia River Gorge National Scenic Area Act to include all of plaintiff's property in this urban area of Stevenson, Washington by October 30, 1992 unless otherwise agreed.

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1 4.6 Plaintiff has fulfilled all of her obligations under the Settlement
2 Agreement and on April 10, 1992 delivered a Quit Claim Deed dated April
3 7, 1992 to the Skamania County Commissioners in fulfillment of her
4 obligations. A true copy of said Quit Claim Deed is attached hereto and
5 made a part hereof as if fully set forth, marked Exhibit "B". Said Quit
6 Claim Deed contains a reversion clause in the event defendant SKAMANIA
7 COUNTY should fail to abide by the Settlement Agreement.

8 4.7 The prosecuting attorney for defendant SKAMANIA COUNTY wrote a letter to
9 plaintiff claiming the Quit Claim Deed was not in compliance with the
10 Settlement Agreement because it was conditional or determinable in the
11 future. The Quit Claim Deed delivered to them by plaintiff was,
12 however, conditional only on the fulfillment of the Settlement
13 Agreement, and was thus in compliance with the Settlement Agreement.

14 4.8 Defendant SKAMANIA COUNTY, although stating that they would not accept
15 the Quit Claim Deed, nevertheless retained the same and moved the
16 easement right-of-way.

17 4.9 Defendant SKAMANIA COUNTY failed to deliver an Easement Deed to the
18 plaintiff in exchange, and has further failed to carry through on its
19 promise to have plaintiff's property included within the Urban boundary
20 of Stevenson, Washington under the Columbia River Gorge National Scenic
21 Area Act.

22 4.10 Defendant Y.C.P. Skamania L.P. is a successor in interest to defendant
23 SKAMANIA COUNTY's interest in the subject real property, and is bound by
24 the terms and conditions of the Settlement Agreement set forth above.

25 4.11 Defendant DOLCE INTERNATIONAL, INC. manages the real property which is
26 described in this action and it appears they may have an interest in the

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1 subject matter of this lawsuit, the exact interest in the matter to be
2 determined at the time of trial.

3 4.12 Defendant SKAMANIA COUNTY, by its refusal to record plaintiff's Quit
4 Claim Deed and yet having accepted it by its actions; its further
5 failure and refusal to give plaintiff a deed to the new easement; and
6 its failure to follow through on its promise to have plaintiff's
7 property included in the urban boundary of Stevenson, Washington has
8 breached the Settlement Agreement, therefore, the easement granted to
9 defendant SKAMANIA COUNTY should become of full force and effect as to
10 the reversion clause; the easement should be restored to its original
11 location and condition; and all consideration heretofore paid by
12 defendant SKAMANIA COUNTY should be retained by plaintiff.

13 WHEREFORE plaintiff prays for Judgment against the defendants restoring
14 plaintiff's easement to its original location and condition; that all
15 consideration paid to plaintiff be retained by plaintiff; and that plaintiff
16 have her costs and such other and further relief as to the Court seems just
17 and proper.

18 DATED: 2-17-98

Joseph L. Udall
JOSEPH L. UDALL, WSBA #6739
Attorney for Plaintiff
P.O. Box 858, 17 SW Russell
Stevenson, WA 98648
(509) 427-5363

22 I declare under penalty of perjury under the laws of the State of Washington
23 that the foregoing is true and correct.

24 Signed at Stevenson, WA, on 2-17-98.
(City and State) (Date)

Karla J. Talent
KARLA J. TALENT, Plaintiff

26 JOSEPH L. UDALL
27 Attorney at Law
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SETTLEMENT AGREEMENT

This agreement is made by and between Karla Talent, an individual, and Skamania County, a political subdivision of the State of Washington.

RECITALS

1. Ms. Talent owns the following described real property located in Skamania County in the State of Washington, and recorded in Book 66, page 646, under Auditor's File No.

77423, to wit:

Beginning at the West quarter corner of Section 2, T2N, R7 E.W.N., thence East 264 feet to intersect the southern edge of B.P.A. right of way, being the true point of beginning; thence East 86 feet; thence South 66 degrees 48' East 1,066 feet; thence North 60 degrees 45' 04" West 216 feet; thence North 66 degrees 43' West 911.3 feet more or less, to intersect the South right of way line of the B.P.A. power line; thence South 40 degrees 32' 30" West 707 feet more or less to the true point of beginning,

TOGETHER with an easement for ingress and egress over and across the existing private roadway commencing on the NW side of the above described tract at the end of the road known as the "East View Road," provided that the grantees, their heirs and assigns, share in the cost of maintenance of said road.

2. Skamania County owns real property which adjoins Ms. Talent's property, to wit:

Beginning at the North 1/4 corner of Section 2, Township 2, Range 7 E.W.M., thence N 88 deg. 30 min. 10 sec. W 130 ft.; thence S 24 deg. W 186 ft.; thence S 31 deg. W 100 ft.; thence S 16 deg. W 100 ft.; thence S 10 deg. W 47.50 ft.; thence S 7 deg. E 265.34 ft. to the TRUE POINT OF BEGINNING; thence S 23 deg. 51 min. 21 sec. E 134.92 ft.; thence S 35

1 - SETTLEMENT AGREEMENT

EXHIBIT "A"

deg. 22 min. 18 sec. E 377.84 ft.; thence S 66 deg. 26 min. E 236.37 ft.; thence S 12 deg. 11 min. 21 sec. W 117.78 ft.; thence S 72 deg. 56 min. E 207.62 ft.; thence N 12 deg. 11 min. 21 sec. E 194.93 ft.; thence S 73 deg. 56 min. E 72.19 ft.; thence S 56 deg. 30 min. E 475 ft.; thence S 76 deg. 15 min. E 132 ft.; thence E 74 ft.; thence S 132 ft.; thence East 190 ft. more or less to the center of Foster Creek Road; thence easterly along said Foster Creek Road 805 ft. more or less; thence S 46 deg. W 394 ft. to the division line of the Baughman D.L.C.; thence S 63 deg. 22 min. E along the division line to the center of Foster Creek Road; thence N 21 deg. 08 min. W 471.95 ft.; thence N 52 deg. 22 min. W 68.35 ft.; thence N 77 deg. 25 min. E 468 ft. more or less to the west side of Second Street Extension; thence following the west side of Second Street Extension as now constructed to State Hwy 14; thence westerly along State Hwy 14 to the west line of the Baughman D.L.C.; thence N 0 deg. 50 min. 59 sec. E 1525 ft. more or less; thence N 57 deg. 31 min. 40 sec. W 1811.79 ft.; thence S 59 deg. 54 min. 36 sec. W 365.90 ft.; thence N 79 deg. 40 min. W 97.60 ft.; thence N 36 deg. 30 min. W 122.61 ft.; thence N 60 deg. 45 min. 04 sec. W 216 ft.; thence 65 deg. 46 min. 40 sec. W 911.30 ft. to the southerly right-of-way line of the B.P.A.; thence N 40 deg. 32 min. 30 sec. E 2001.62 ft.; thence S 22 deg. 58 min. 29 sec. E 219.60 ft.; thence N 89 deg. 04 min. 16 sec. E; thence N 44 deg. 04 min. 36 sec. E 121.54 ft. to the point of beginning.

3. Ms. Talent, pursuant to the above described deed, owns a non-exclusive easement right of way for ingress and egress upon and over the existing private roadway, commonly known as "East View Road", which lies upon and across the above described real property now owned by Skamania County.

4. Skamania County wishes to develop its property and construct a public golf course and trail system on portions of its real property, which development and construction will

2 - SETTLEMENT AGREEMENT

directly interfere with Ms. Talent's rights under the easement.

5. Accordingly, Skamania County wishes to terminate Ms. Talent's easement over the East View Road, grant her an alternative easement right-of-way over another portion of its real property, relocate the existing utilities serving her real property and construct and maintain a new driveway over the new easement.

6. Ms. Talent wishes to cooperate with the County's development plans, but, in return for relinquishing her easement to the East View Road, she requests that Skamania County also grant her a non-exclusive utilities easement, maintain the new driveway up to the point where the new driveway adjoins and connects^{with} the existing East View Road and file a petition with the Columbia River Gorge Commission to make a minor revision of the existing Stevenson urban area to include Ms. Talent's real property, which presently exists within the City of Stevenson's city limits.

7. The parties desire to resolve this matter without necessity of legal proceedings and to memorialize their agreement herein.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. Ms. Talent agrees to release to Skamania County her above described easement over the portion of the East View Road which currently lies upon Skamania County's real property.

3 - SETTLEMENT AGREEMENT

2. Skamania County agrees to grant Ms. Talent a non-exclusive ingress and egress right-of-way and utilities easement deed over another portion of its property, described as follows, to wit:

SEE ATTACHED SCHEDULE "A" BY WHICH THIS REFERENCE IS INCORPORATED HEREIN.

3. Skamania County further agrees to relocate, at its own expense, the utilities currently serving the property and to relocate and construct a new right-of-way road up to the point where it adjoins and connects the existing East View Road.

4. Skamania County further agrees to regularly maintain the new driveway up to the point where it adjoins and connects the existing East View Road.

5. Skamania County further agrees to pay Ms. Talent the sum of \$7,500.

6. Skamania County further agrees, pursuant to 16 USC 544b(f), to file and support a petition to the Columbia River Gorge Commission to make a minor revision to the existing Stevenson Urban Area Boundary under the Columbia River Gorge National Scenic Area Act (16 USC 544, et seq.) to include all of Ms. Talent's above described property. Skamania County agrees to file this petition no later than October 30, 1992, unless the parties mutually agree in writing to an extension of time to file this petition.

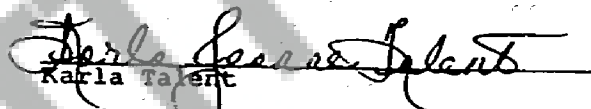
4 - SETTLEMENT AGREEMENT

7. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.


8. All parties agree to cooperate fully and execute any and all supplementary documents, including the necessary deeds, and to take all additional actions which may be necessary or appropriate to make the basic terms and intent of the settlement agreement effective.

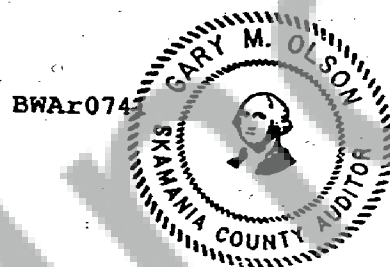
9. This Settlement Agreement shall become effective immediately following execution by all the parties.

DATED this 26 day of November, 1991.

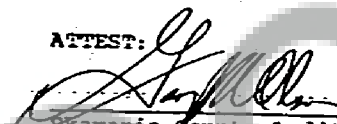

Karla Talent

SKAMANIA COUNTY



By: Ed Callahan, Chairman 11/26/91
Board of County Commissioners



ATTEST:


Skamania County Auditor and Ex-Officio
Clerk to the Board

APPROVED AS TO FORM:


Robert A. Leck
Sk. Co. Prosecutor

5 - SETTLEMENT AGREEMENT

SCHEDULE "A"

KARLA TALENT SETTLEMENT AGREEMENT

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

Beginning at the Skamania County brass cap marking the northwest corner of Section 1, Township 2 North, Range 7 East, W.M., thence S3°25'49"W, 3210.21 ft. to a 2" aluminum disc. Said point being the centerline point of curvature station 38+73.3 of Second Street Extension; thence N91°27'02"W, 50.00 feet to the westerly right-of-way of said Second Street Extension; thence N08°32'58"E, 56.59 ft. to the true point of beginning; thence along the following described centerline:

N80°49'24"W, 19.16 feet to a point of curvature; thence along a 240 foot radius curve to the left through a central angle of 30°02'17" (chord bears S84°09'28"W, 124.39 feet) a distance of 125.82 feet to a point of reverse curvature thence along a 147.85 foot radius curve to the right through a central angle of 50°28'18" (chord bears N85°37'32"W, 126.07 feet) a distance of 130.24 feet to a point of reverse curvature; thence along a 191.31 foot radius curve to the left through a central angle of 72°46'11" (chord bears S83°13'32"W, 226.98 feet) a distance of 242.98 feet to a point of tangency; thence S46°31'46"W, 90.14 feet to a point of curvature; thence along a 210.24 foot radius curve to the right, through a central angle of 57°25'26" (chord bears S74°51'29"W, 202.01 feet) a distance of 210.71 feet to a point of reverse curvature; thence along a 275.00 foot radius curve to the left through a central angle of 52°15'29" (chord bears S77°26'19"W, 242.22 feet) a distance of 250.82 feet to a point of reverse curvature; thence along a 115.56 foot radius to the right through a central angle of 102°45'05" (chord bears N77°03'56"W, 180.57 feet) a distance of 207.24 feet to a point of reverse curvature; thence along a 191.08 foot radius curve to the left through a central angle of 48°17'51" (chord bears N49°50'19"W, 156.34 feet) a distance of 161.07 feet to a point of reverse curvature; thence along a 120.27 foot radius curve to the right through a central angle of 51°52'45" (chord bears N48°02'51"W, 105.21 feet) a distance of 108.90 feet to a point of tangency; thence S73°37'06"W, 75.75 feet to a point of curvature; thence along a 205.00 foot radius curve to the right through a central angle of 48°07'49" (chord bears N82°18'59"W, 167.19 feet) a distance of 172.21 feet to a point of tangency; thence N58°15'04"W, 186.07 feet; thence along a 542.00 foot radius curve to the right through a central angle of 11°38'57" (chord bears N52°25'36"W, 110.01 feet) a distance of 110.20 feet to a point of reverse curvature; thence along a 245.00 foot radius curve to the left through a central angle of 31°09'43" (chord bears N62°10'59"W, 131.61 feet) a distance of 133.25 feet to a point of reverse curvature; thence along a 250.00 foot radius curve to the right through a central angle of 20°14'11" (chord bears N67°38'45"W, 87.84 feet) a distance of 88.30 feet to point of tangency; thence N57°31'40"W, 475.42 feet to a point of curvature; thence along a 130 foot radius curve to the right through a central angle of 41°03'25" (chord bears N36°59'57"W, 91.17 feet) a distance of 93.16 feet to a point of reverse curvature; thence along a 175.00 foot radius curve to the left through a central angle of 105°24'22" (chord bears N69°10'26"W, 278.43 feet) a distance of 321.94 feet to a point of tangency with the existing centerline of East View Road; thence continuing along the existing centerline of East View Road S58°07'23"W, 64.06 feet to a point; thence S67°42'06"W, 26.89 feet to a point; thence S63°38'58"W, 153.96 feet to a point; thence S49°26'51"W, 125.49 feet to a point; thence N80°45'14"W, 113.24 feet to a point; thence N38°44'39"W, 208.34 feet; thence N73°50'49"W, 177.56 feet to a point; thence S62°52'01"W, 1.10 feet more or less to a point lying on Karla Talent's northeasterly property line per Book 79, Page 826, Skamania County Deed Records. Said point lying N83°33'17"E, 1,529.34 feet, more or less, from a Skamania County brass cap marking the west quarter corner of Section 2, Township 2 North, Range 7 East, W.M. in Skamania County, Washington.

Certified Mail #P031139728
with Return Receipt Requested

Karla J. Talent
7539 Asbury Drive
Lithonia, Georgia 30058

April 10, 1992

Skamania County Commissioners
Courthouse Square
Stevenson, Washington 98648

Dear Commissioners:

Enclosed is a Quit Claim Deed for my driveway/utilities easement that leads to my house in Stevenson. The deed has been signed, sealed, and is delivered to you by certified mail. This act fulfills my obligation to the County per the Settlement Agreement of November 26, 1991.

I would like to inquire as to the County's progress in fulfilling its remaining contractual obligations to me under the previously mentioned agreement. I acknowledge the receipt of the \$7500 in monetary compensation. Your check was mistakenly sent to the attorneys that worked up the Settlement Agreement, rather than directly to me, but they forwarded the sum to me.

The monetary payment was only one of five items listed for action by the County under the agreement. Since I now live out-of-state, I am not aware of the progress being made toward completion of the other requirements. I have not yet received a new access deed to my property; what is the status of this legal document? How far have you progressed toward the Urban Area revision for my land? When might the Gorge Commission review your application and render their decision? Have utility lines to my property been moved? Please update me as to the status of these items. Thank you.

Sincerely,

Karla J. Talent
Karla J. Talent

Enclosure

EXHIBIT "B"

STATE OF WASHINGTON

COUNTY OF SKAMANIA

QUIT CLAIM DEED

This indenture is made between Karla Jeanne Talent, a resident of Lithonia, Georgia, hereinafter referred to as the GRANTOR, and the municipal corporation of Skamania County, Washington, hereinafter referred to as the GRANTEE;

WHEREAS, the GRANTOR is the owner of the following listed real property:

Beginning at the West quarter Corner of Section 2, T2N, R7E W.M., thence East 264 feet to the intersect of the southern edge of B.P.A. right of way, being the true point of beginning; thence East 86 feet; thence South 66° 48' East 1,066 feet; thence North 40° 32' 30" East 648 feet; thence North 60° 45' 04" West 216 feet; thence North 66° 48' West 911.3 feet more or less to intersect the South right of way line of the B.P.A. power line; thence South 40° 32' 30" West 707 feet more or less, to the true point of beginning,

which also includes an easement:

TOGETHER with an easement for ingress and egress over and across the existing private roadway commencing on the NW side of the above described tract at the end of the road known as "East View Road", provided that the grantees, their heirs and assigns, share in the cost of maintenance of the said road.;

title claimed by virtue of Quit Claim Deed from Oscar Merle Talent, recorded in Book 66, Page 646 of the Skamania County Auditor's record # 77423; Grantor obtaining sole right and ownership of the described tract and share in the easement by virtue of a ruling in Superior Court of Washington for Skamania County, recorded in Vol. 36, Page 66 of the Superior Court Journal.

WITNESSETH: That the GRANTOR, in consideration for the GRANTEE'S full compliance and performance of all of GRANTEE'S assigned terms listed in the SETTLEMENT AGREEMENT dated November 26, 1991, which is attached as Exhibit A and is also incorporated herein by reference, hereby immediately quit claims and releases to the GRANTEE all right, title, and interest in the above described easement. It is to be especially noted that the GRANTOR quit claims the easement only, while retaining full right and title to the above described parcel of land;

said easement being fully and completely released upon delivery, as evidence of the GRANTOR'S good faith effort to fully comply with her obligations under the aforementioned settlement agreement.

EXCEPT: It is to be further understood that title to the said easement will REVERT back to the GRANTOR in the event that the GRANTEE fails to fully and completely abide with the terms of the aforementioned settlement agreement. In the event of reversion due to noncompliance, the GRANTEE will surrender title to the GRANTOR and restore the easement to its original location and condition; in addition, the GRANTEE will have forfeited any partial consideration offered toward full compliance with the terms of the settlement agreement.

Dated this 7th day of April, 1992

Karla Jeanne Talent
Karla Jeanne Talent (SEAL)

STATE OF GEORGIA

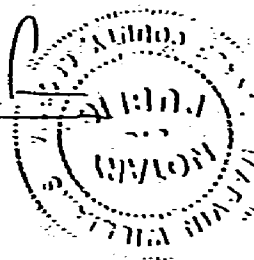
COUNTY OF DEKALB

I HEREBY CERTIFY that before me, an officer duly authorized to take acknowledgements, personally appeared Karla Jeanne Talent, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 7th day of April, 1992.

Mark J. F. C.
NOTARY PUBLIC
My Commission Expires:

Notary Public, DeKalb County, Georgia.
My Commission Expires March 13, 1995



SETTLEMENT AGREEMENT

This agreement is made by and between Karla Talent, an individual, and Skamania County, a political subdivision of the State of Washington.

RECITALS

1. Ms. Talent owns the following described real property located in Skamania County in the State of Washington, and recorded in Book 66, page 646, under Auditor's File No. 77423, to wit:

Beginning at the West quarter corner of Section 2, T2N, R7 E.W.Ns, thence East 264 feet to intersect the southern edge of B.P.A. right of way, being the true point of beginning; thence East 86 feet; thence South 66 degrees 48' East 1,066 feet; thence North 60 degrees 45' 04" West 216 feet; thence North 66 degrees 43' West 911.3 feet more or less, to intersect the South right of way line of the B.P.A. power line; thence South 40 degrees 32' 30" West 707 feet more or less to the true point of beginning,

TOGETHER with an easement for ingress and egress over and across the existing private roadway commencing on the NW side of the above described tract at the end of the road known as the "East View Road," provided that the grantees, their heirs and assigns, share in the cost of maintenance of said road.

2. Skamania County owns real property which adjoins Ms. Talent's property, to wit:

Beginning at the North 1/4 corner of Section 2, Township 2, Range 7 E.W.M., thence N 88 deg. 30 min. 10 sec. W 130 ft.; thence S 24 deg. W 186 ft.; thence S 31 deg. W 100 ft.; thence S 16 deg. W 100 ft.; thence S 10 deg. W 47.50 ft.; thence S 7 deg. E 265.34 ft. to the TRUE POINT OF BEGINNING; thence S 23 deg. 51 min. 21 sec. E 134.92 ft.; thence S 35

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deg. 22 min. 18 sec. E 377.84 ft.; thence S 66 deg. 26 min. E 236.37 ft.; thence S 12 deg. 11 min. 21 sec. W 117.78 ft.; thence S 72 deg. 56 min. E 207.62 ft.; thence N 12 deg. 11 min. 21 sec. E 194.93 ft.; thence S 73 deg. 56 min. E 72.19 ft.; thence S 56 deg. 30 min. E 475 ft.; thence S 76 deg. 15 min. E 132 ft.; thence E 74 ft.; thence S 132 ft.; thence East 190 ft. more or less to the center of Foster Creek Road; thence easterly along said Foster Creek Road 805 ft. more or less; thence S 46 deg. W 394 ft. to the division line of the Baughman D.L.C.; thence S 63 deg. 22 min. E along the division line to the center of Foster Creek Road; thence N 21 deg. 08 min. W 471.95 ft.; thence N 52 deg. 22 min. W 68.35 ft.; thence N 77 deg. 25 min. E 468 ft. more or less to the west side of Second Street Extension; thence following the west side of Second Street Extension as now constructed to State Hwy 14; thence westerly along State Hwy 14 to the west line of the Baughman D.L.C.; thence N 0 deg. 50 min. 59 sec. E 1525 ft. more or less; thence N 57 deg. 31 min. 40 sec. W 1811.79 ft.; thence S 59 deg. 54 min. 36 sec. W 365.90 ft.; thence N 79 deg. 40 min. W 97.60 ft.; thence N 36 deg. 30 min. W 122.61 ft.; thence N 60 deg. 45 min. 04 sec. W 216 ft.; thence 65 deg. 46 min. 40 sec. W 911.30 ft. to the southerly right-of-way line of the B.P.A.; thence N 40 deg. 32 min. 30 sec. E 2001.62 ft.; thence S 22 deg. 58 min. 29 sec. E 219.60 ft.; thence N 89 deg. 04 min. 16 sec. E; thence N 44 deg. 04 min. 36 sec. E 121.54 ft. to the point of beginning.

3. Ms. Talent, pursuant to the above described deed, owns a non-exclusive easement right of way for ingress and egress upon and over the existing private roadway, commonly known as "East View Road", which lies upon and across the above described real property now owned by Skamania County.

4. Skamania County wishes to develop its property and construct a public golf course and trail system on portions of its real property, which development and construction will

2 - SETTLEMENT AGREEMENT

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Directly interfere with Ms. Talent's rights under the easement.

5. Accordingly, Skamania County wishes to terminate Ms. Talent's easement over the East View Road, grant her an alternative easement right-of-way over another portion of its real property, relocate the existing utilities serving her real property and construct and maintain a new driveway over the new easement.

6. Ms. Talent wishes to cooperate with the County's development plans, but, in return for relinquishing her easement to the East View Road, she requests that Skamania County also grant her a non-exclusive utilities easement, maintain the new driveway up to the point where the new driveway adjoins and connects^{with} the existing East View Road and file a petition with the Columbia River Gorge Commission to make a minor revision of the existing Stevenson urban area to include Ms. Talent's real property, which presently exists within the City of Stevenson's city limits.

7. The parties desire to resolve this matter without necessity of legal proceedings and to memorialize their agreement herein.

NOW, THEREFORE, and in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

1. Ms. Talent agrees to release to Skamania County her above described easement over the portion of the East View Road which currently lies upon Skamania County's real property.

3 - SETTLEMENT AGREEMENT

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2. Skamania County agrees to grant Ms. Talent a non-exclusive ingress and egress right-of-way and utilities easement deed over another portion of its property, described as follows, to wit:

SEE ATTACHED SCHEDULE "A" BY WHICH THIS REFERENCE IS INCORPORATED HEREIN.

3. Skamania County further agrees to relocate, at its own expense, the utilities currently serving the property and to relocate and construct a new right-of-way road up to the point where it adjoins and connects the existing East View Road.

4. Skamania County further agrees to regularly maintain the new driveway up to the point where it adjoins and connects the existing East View Road.

5. Skamania County further agrees to pay Ms. Talent the sum of \$7,500.

6. Skamania County further agrees, pursuant to 16 USC 544b(f), to file and support a petition to the Columbia River Gorge Commission to make a minor revision to the existing Stevenson Urban Area Boundary under the Columbia River Gorge National Scenic Area Act (16 USC 544, et seq.) to include all of Ms. Talent's above described property. Skamania County agrees to file this petition no later than October 30, 1992, unless the parties mutually agree in writing to an extension of time to file this petition.

4 - SETTLEMENT AGREEMENT

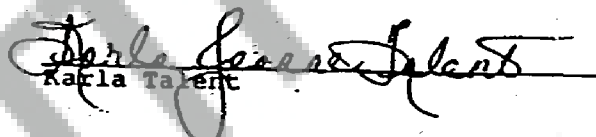
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7. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Washington.

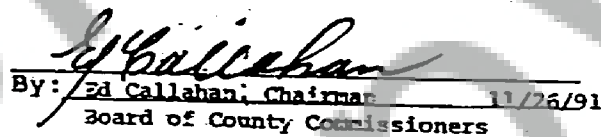
8. All parties agree to cooperate fully and execute any and all supplementary documents, including the necessary deeds, and to take all additional actions which may be necessary or appropriate to make the basic terms and intent of the settlement agreement effective.

9. This Settlement Agreement shall become effective immediately following execution by all the parties.

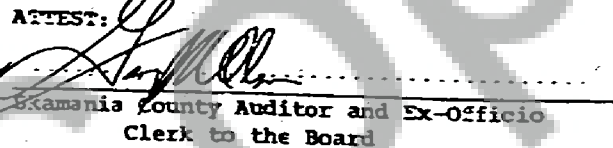
DATED this 26 day of November, 1991.


Karla Talent

SKAMANIA COUNTY


By: Ed Callahan, Chairman 11/26/91
Board of County Commissioners



ATTEST: 
Skamania County Auditor and Ex-Officio
Clerk to the Board

APPROVED AS TO FORM:

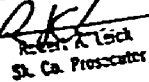

Robert A. Lisch
St. Co. Prosecutor

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SCHEDULE "A"

KARLA TALENT SETTLEMENT AGREEMENT

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

Beginning at the Skamania County brass cap marking the northwest corner of Section 1, Township 2 North, Range 7 East, W.M., thence S3°25'49"W, 3210.21 ft. to a 2" aluminum disc. Said point being the centerline point of curvature station 38+73.3 of Second Street Extension; thence N81°27'02"W, 50.00 feet to the westerly right-of-way of said Second Street Extension; thence N08°32'58"E, 56.59 ft. to the true point of beginning; thence along the following described centerline:

N80°49'24"W, 19.16 feet to a point of curvature; thence along a 240 foot radius curve to the left through a central angle of 30°02'17" (chord bears S84°09'28"W, 124.39 feet) a distance of 125.82 feet to a point of reverse curvature; thence along a 147.85 foot radius curve to the right through a central angle of 50°28'18" (chord bears N85°37'32"W, 126.07 feet) a distance of 130.24 feet to a point of reverse curvature; thence along a 191.31 foot radius curve to the left through a central angle of 72°46'11" (chord bears S83°13'32"W, 226.98 feet) a distance of 242.98 feet to a point of tangency; thence S46°31'46"W, 90.14 feet to a point of curvature; thence along a 210.24 foot radius curve to the right, through a central angle of 57°25'26" (chord bears S74°51'28"W, 202.01 feet) a distance of 210.71 feet to a point of reverse curvature; thence along a 275.00 foot radius curve to the left through a central angle of 52°15'29" (chord bears S77°26'19"W, 242.22 feet) a distance of 250.82 feet to a point of reverse curvature; thence along a 115.56 foot radius to the right through a central angle of 102°45'05" (chord bears N77°03'56"W, 180.57 feet) a distance of 207.24 feet to a point of reverse curvature; thence along a 191.08 foot radius curve to the left through a central angle of 48°17'51" (chord bears N49°50'19"W, 156.34 feet) a distance of 161.07 feet to a point of reverse curvature; thence along a 120.27 foot radius curve to the right through a central angle of 51°52'45" (chord bears N48°02'51"W, 105.21 feet) a distance of 108.90 feet to a point of tangency; thence S73°37'06"W, 75.75 feet to a point of curvature; thence along a 205.00 foot radius curve to the right through a central angle of 48°07'49" (chord bears N82°18'59"W, 167.19 feet) a distance of 172.21 feet to a point of tangency; thence N58°15'04"W, 186.07 feet; thence along a 542.00 foot radius curve to the right through a central angle of 11°38'57" (chord bears N52°25'36"W, 110.01 feet) a distance of 110.20 feet to a point of reverse curvature; thence along a 245.00 foot radius curve to the left through a central angle of 31°09'43" (chord bears N62°10'59"W, 131.61 feet) a distance of 133.25 feet to a point of reverse curvature; thence along a 250.00 foot radius curve to the right through a central angle of 20°14'11" (chord bears N67°38'45"W, 87.84 feet) a distance of 88.30 feet to point of tangency; thence N57°31'40"W, 475.42 feet to a point of curvature; thence along a 130 foot radius curve to the right through a central angle of 41°03'25" (chord bears N36°59'57"W, 91.17 feet) a distance of 93.16 feet to a point of reverse curvature; thence along a 175.00 foot radius curve to the left through a central angle of 105°24'22" (chord bears N69°10'26"W, 278.43 feet) a distance of 321.94 feet to a point of tangency with the existing centerline of East View Road; thence continuing along the existing centerline of East View Road S58°07'23"W, 64.06 feet to a point; thence S67°42'06"W, 26.89 feet to a point; thence S63°38'58"W, 153.96 feet to a point; thence S49°26'51"W, 125.49 feet to a point; thence N80°45'14"W, 113.24 feet to a point; thence N38°44'39"W, 208.34 feet; thence N73°50'49"W, 177.56 feet to a point; thence S62°52'01"W, 1.10 feet more or less to a point lying on Karla Talent's northeasterly property line per Book 79, Page 826, Skamania, County Deed Records. Said point lying N83°33'17"E, 1,529.34 feet, more or less, from a Skamania County brass cap marking the west quarter corner of Section 2, Township 2 North, Range 7 East, W.M. in Skamania County, Washington.

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt For will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

SKAMANIA COUNTY COMMISSIONERS
240 VANCOUVER AVE
COURTHOUSE BLDG
STEVENSON, WA 98648

4a. Article Number

P031 139 728

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

4-16-92

5. Signature (Addressee)**8. Addressee's Address (Only if requested and fee is paid)****6. Signature (Agent)**

Mark Curran

PS Form 3811, November 1990 • U.S. GPO: 1991-257-005

DOMESTIC RETURN RECEIPT