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BOOK 225 PAGE 537

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Kelpinski & Woodrich*

JUN 19 12 43 PM '02

*O Lowry*  
AUDITOR

J. MICHAEL GARVISON

AFTER RECORDING MAIL TO:

Kelpinski & Woodrich  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:

Road Easement Deed and Agreement B

Grantor(s): [Last name first, then first name and initials]

Doherty, Frank

X Additional names on page 1 & 6 of document

Grantee(s): [Last name first, then first name and initials]

Doherty, Frank

X Additional names on page 1 & 6 of document

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/4/4/4]

NW 1/4 / Sec. 29 / T 2N / R 5 EWM

X Complete legal description is on page 10 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

Book \_\_\_\_\_, Page \_\_\_\_\_

☐ Additional numbers on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s):

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| 02-05-29-0-0-0402-00 | 02-05-29-0-0-0404-00 | 02-05-29-0-0-0407-00 |
| 02-05-29-0-0-0403-00 | 02-05-29-0-0-0405-00 | 02-05-29-0-0-0408-00 |
|                      | 02-05-29-0-0-0406-00 | 02-05-29-0-0-0409-00 |

REAL ESTATE EXCISE TAX

N/A

JUN 19 2002

PAID N/A

*Vicki Chelland, Deputy*  
SKAMANIA COUNTY TREASURER

Proposed  
Advised  
Filed  
Rel'd

25-29-405  
406  
407  
408  
409



After recording return to:  
Katy J. Archer  
Kielpinski & Woodrich  
PO Box 510  
Stevenson, WA 98610

### ROAD EASEMENT DEED AND AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 11 day of APRIL, 2002, by and between the Declarants, owners of Lots 2, 3, 4, 5, and 6 of The Skye Tree Farm Estates and the Declarants, owners of Lots 7, 8, and 9 of the Skye Tree Farm Estates.

### RECITALS

#### I. EAST/WEST EASEMENT

A. There is an existing gravel road that intersects Skye Road and runs in an east/west direction along the southern portions of Lots 4, 5, and 6 of the Skye Tree Farm Estates that provides access to Lots 7, 8, and 9 of the Skye Tree Farm Estates.

B. The owners of Lots 4, 5, and 6 of the Skye Tree Farm estates grant a non-exclusive easement for access over and across the existing gravel road running in an east/west direction along the southern portions of their respective Lots to the Owners of Lots 7, 8, and 9

Road Easement Deed and Agreement I

"Road Maintenance Agreement

EXHIBIT B

PAGE 1 OF 6



of the Skye Tree Farm Estates.

C. Each party hereto has agreed to grant the other parties a non-exclusive perpetual easement for access over and across the existing gravel road for ingress, egress and for utilities for the benefit of each respective Lot Owner's Property.

F. The centerline of said easement is the centerline of the existing gravel road known as: Angie Road and shall be sixty (60) feet in width.

G. Grantors are vested with the authority to execute this Access Road Easement Agreement and have all necessary power and authority to execute this Access Road Easement Agreement and to perform its obligations hereunder;

## II. NORTH/SOUTH EASEMENT

A. There is an existing gravel road that intersects the gravel road that runs in a north/south direction along the eastern portions of Lots 2, 3 and 4 of the Skye Tree Farm Estates that provides access to Lot 7 of the Skye Tree Farm Estates.

B. The owners of Lots 2, 3, and 4 of the Skye Tree Farm estates grant a non-exclusive easement for access over and across the existing gravel road running in an north/south direction along the eastern portions of their respective Lots to the Owners of Lot 7 of the Skye Tree Farm Estates.

C. Each party hereto has agreed to grant the other parties a non-exclusive perpetual easement for access over and across the existing gravel road for ingress, egress and for utilities for the benefit of the Owner of Lot 7's Property.

F. The centerline of said easement is the centerline of the existing gravel road known as: Connie Road and shall be sixty (60) feet in width.

H. Grantors are vested with the authority to execute this Access Road Easement Agreement and have all necessary power and authority to execute this Access Road Easement Agreement and to perform its obligations hereunder;

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH

Road Easement Deed and Agreement 2 "Road Maintenance Agreement  
EXHIBIT B  
PAGE 2 OF 6



ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**PART I: MUTUAL GRANT OF EASEMENT**

**I. EAST/WEST EASEMENT**

1. The owners of Lots 4, 5, and 6 of the Skye Tree Farm Estates each grant to the owners of Lots 7, 8, and 9 of the Skye Tree Farm Estates a non-exclusive perpetual easement for access over and across the existing gravel road. Each easement legally described in "Easement Exhibits G, H and I" respectively and attached hereto and incorporated herein as if fully set forth. The centerline of said easement is the centerline of the existing gravel road known as Angie Road, and shall be sixty (60) feet in width as shown on the sketches attached to "Easement Exhibits G, H, and I" respectively.

2. The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement.

5. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the respective Grantors' Properties and the Grantees' Properties, the Grantors and Grantees, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

**II. NORTH/SOUTH EASEMENT**

1. The owners of Lots 2, 3 and 4 of the Skye Tree Farm Estates each grant to the owners of Lot 7 of the Skye Tree Farm Estates a non-exclusive perpetual easement for access over and across the existing gravel road. Said easement is legally described in "Easement Exhibit G" attached hereto and incorporated herein as if fully set forth. The centerline of said easement is the centerline of the existing gravel road known as: Connie Road and shall be sixty (60) feet in width as shown on the sketch attached to "Easement Exhibit G".

2. The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement.

3. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the respective Grantors' Properties and the Grantees' Properties, the Grantors and Grantees, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective



heirs, successors and assigns.

**PART II: ROAD MAINTENANCE PROVISIONS**

The owners, heirs, successors and assigns of Lots 7, 8 and 9 of the Skye Tree Farm Estates agree to provide for the maintenance of the east/west easement common to the above-described real properties as follows:

**A. TYPE AND FREQUENCY OF MAINTENANCE; PAYMENT**

1. Maintenance shall conform to Skamania County Code Chapter 12.03 in that the condition shall be maintained in a satisfactory and useable condition as is practical. At a minimum, said maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

2. The owners of Lots 7, 8 and 9 shall elect a Road Maintenance Coordinator who shall inspect the road running in an east/west direction annually, report the results of the inspection survey to the other landowners, and shall obtain contractual bids for any required maintenance. With unanimous approval of the owners of the above Lots, the coordinator will commission the maintenance of the east/west road, collect the appropriate fees for the above landowners, and pay for the maintenance of the east/west road. The coordinator will furnish each landowner with copies of maintenance contracts, invoices, and payment receipts.

3. i) Costs for the road maintenance described herein for the east/west road shall be assessed equally among the owners of Lots 7, 8 and 9 of the Skye Tree Farm Estates.

ii) Costs for the road maintenance described herein for the north/south road shall be borne entirely by the owner of Lot 7 of the Skye Tree Farm Estates.

iii) Provided that, if the owners of Lots 2, 3, and/or 4 shall utilize the existing gravel road which runs in a north/south direction to access their respective Lots, said Owners of Lots 2, 3 and/or 4 shall share in the costs for any maintenance in accordance with Section 2 of this Agreement. PROVIDED FURTHER, that the costs of said maintenance shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road before leaving

Road Easement Deed and Agreement 4

"Road Maintenance Agreement

EXHIBIT B"

PAGE 4 OF 6



said road to enter the boundaries of the landowners own property. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined on an annual basis by the landowners.

4. The landowners may from time to time establish an account at a reputable bank or financial institution designated as the Angie/Connie Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

5. Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the other owners of Lots 2, 3, 4, 5 and 6 shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action and any appeal thereof.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

#### B. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein described.

#### C. SEVERABILITY

If any provisions of this agreement is held invalid for any reason, the remainder of said agreement is not affected.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Road Easement Deed and Agreement 5

"Road Maintenance Agreement  
EXHIBIT B  
PAGE 5 OF 6



Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 2

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 3

Lot 4  
Frank Doherty  
OWNER(S), LOT 5

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 7

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 9

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 4

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 6

Frank Doherty  
Evelyn Doherty  
OWNER(S), LOT 8

I certify that I know or have satisfactory evidence that Frank & Evelyn Doherty, the owners of Lot 2, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of March, 2000.

NOTARY PUBLIC  
STATE OF WASHINGTON  
KATY JANE ARCHER  
My Appointment Expires May 17, 2004

Katy Jane Archer  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 5/17/04

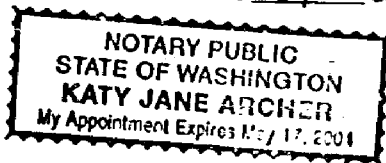
Road Easement Deed and Agreement 6

"Road Maintenance Agreement  
EXHIBIT B"  
PAGE 6 OF 6



I certify that I know or have satisfactory evidence that Frank & Evelyn M. Mundy, the owners of Lot 3, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

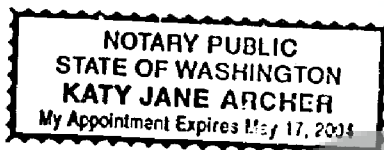
Dated this 27<sup>th</sup> day of March, 2002.



Katy Jane Archer  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 5/17/04

I certify that I know or have satisfactory evidence that Frank & Evelyn M. Mundy, the owners of Lot 4, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

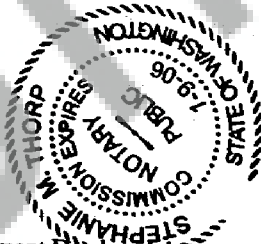
Dated this 27<sup>th</sup> day of March, 2002.



Katy Jane Archer  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 5/17/04

I certify that I know or have satisfactory evidence that Karen J. Speckel, the owners of Lot 5, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11 day of April, 2002.

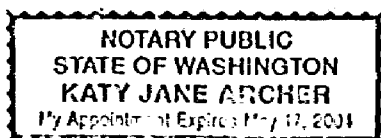


Stephanie M. Thorpe  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 1-9-06



Franklin Evelyn Welch certify that I know or have satisfactory evidence that the owners of Lot 6, signed this instrument and acknowledged it to be his their and voluntary act for the uses and purposes mentioned in the instrument.

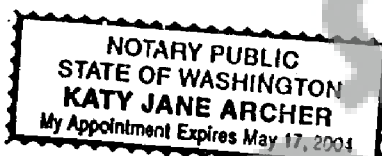
Dated this 27<sup>th</sup> day of March, 2002.



Katy Jane Archer  
Notary Public, in and for the  
State of Washington. 5/17/04

Franklin Evelyn Welch certify that I know or have satisfactory evidence that the owners of Lot 7, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

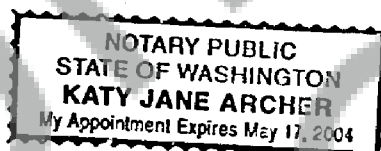
Dated this 27<sup>th</sup> day of March, 2002.



Katy Jane Archer  
Notary Public, in and for the  
State of Washington. 5/17/04

Franklin Evelyn Welch I certify that I know or have satisfactory evidence that the owners of Lot 8, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27<sup>th</sup> day of March, 2002.

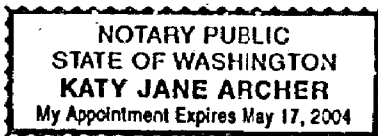


Katy Jane Archer  
Notary Public, in and for the  
State of Washington. 5/17/04



I certify that I know or have satisfactory evidence that Frank & Helen Smith the owners of Lot 9, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 27th day of March, 2002.



Katy Jane Archer  
Notary Public, in and for the  
State of Washington 5/17/04



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ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

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1111 Broadway  
Vancouver, WA  
98660

LEGAL DESCRIPTION FOR DOHERTY  
Ingress, Egress and Utility Easement Parcel 7

June 15, 2001

A 60.00 foot strip of land being 30.00 feet on each side of the following described centerline located in the North half of Section 29, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northwest quarter of Section 29;

THENCE South  $88^{\circ} 39' 00''$  East along the South line of said Northwest quarter 1005.41 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County said point also being on a 250.00 foot radius curve to the left, from which the radius point bears South  $55^{\circ} 44' 39''$  West;

THENCE around said 250.00 foot radius curve to the left and along said centerline 1.87 feet;

THENCE North  $34^{\circ} 41' 00''$  West along said centerline 19.04 feet;

THENCE North  $74^{\circ} 43' 11''$  East 31.81 feet to the East right-of-way line of said Skye Road said point being 30.00 feet East of, when measured at right angles to, said centerline of Skye Road and the TRUE POINT OF BEGINNING;

THENCE North  $74^{\circ} 43' 11''$  East 201.25 feet to a 298.69 foot radius curve to the left;

THENCE around said 298.69 foot radius curve to the left 248.33 feet to a 300.00 foot radius curve to the right;

THENCE around said 300.00 foot radius curve to the right 317.62 feet;

THENCE North  $87^{\circ} 44' 43''$  East 336.53 feet to a 549.44 foot radius curve to the left;

THENCE around said 549.44 foot radius curve to the left 178.42 feet to a 309.15 foot radius curve to the right;

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"Easement  
EXHIBIT   G  "  
PAGE   1   OF   4  

Page 1 of 3





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THENCE around said 309.15 foot radius curve to the right 153.66 feet to a 207.34 foot radius curve to the left;

THENCE around said 207.34 foot radius curve to the left 135.82 feet;

THENCE North 60° 05' 04" East 81.18 feet;

THENCE North 13° 14' 16" West 80.98 feet;

THENCE North 19° 47' 57" West 281.99 feet to a 175.00 foot radius curve to the right;

THENCE around said 175.00 foot radius curve to the right 95.03 feet;

THENCE North 11° 18' 47" East 108.30 feet;

THENCE North 09° 16' 18" West 250.37 feet;

THENCE North 35° 12' 15" West 69.06 feet to a 400.00 foot radius curve to the right;

THENCE around said 400.00 foot radius curve to the right 190.03 feet to a 200.00 foot radius curve to the left;

THENCE around said 200.00 foot radius curve to the left 100.34 feet;

THENCE North 36° 43' 45" West 129.81 feet to a 110.00 foot radius curve to the right;

THENCE around said 110.00 foot radius curve to the right 132.68 feet;

THENCE North 32° 22' 57" East 223.11 feet to a 60.00 foot radius curve to the right;

THENCE around said 60.00 foot radius curve to the right 105.72 feet;

THENCE South 46° 39' 30" East 173.29 feet;

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"Easement  
EXHIBIT G"  
PAGE 2 OF 4

Page 2 of 3



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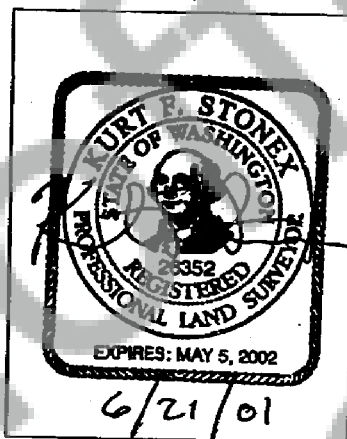
THENCE South  $33^{\circ} 16' 09''$  East 329.80 feet to a 35.00 foot radius curve to the left;

THENCE around said 35.00 foot radius curve to the left 105.43 feet;

THENCE North  $25^{\circ} 51' 34''$  West 133.59 feet to a 220.00 foot radius curve to the right;

THENCE around said 220.00 foot radius curve to the right 261.00 feet to a point which is 42.29 feet to the East of, when measured at right angles to the West line of parcel 7 as conveyed to Frank Doherty by deed recorded in Book 210 at Page 975 records of Skamania County and the end of the above described centerline.

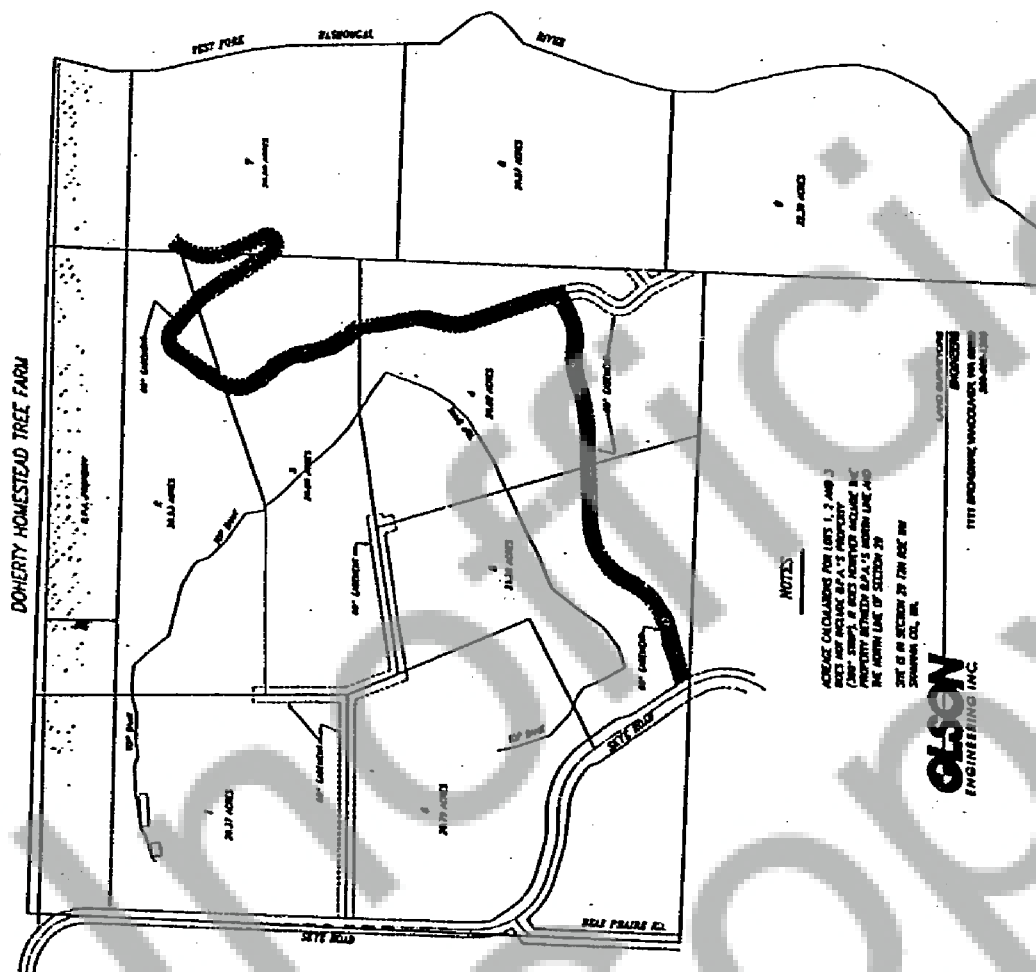
The sidelines of said parcel of property shall be lengthened or shortened to intersect one another and said East right-of-way line of Skye Road.



"Easement  
EXHIBIT     G    "  
PAGE   3   OF   4  

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" Easement  
EXHIBIT     G    "  
PAGE   4   OF   4  



**Nestlé**  
Engineering Inc.





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Vancouver, WA  
98660

LEGAL DESCRIPTION FOR DOHERTY  
Ingress, Egress and Utility Easement - Parcel 8

June 14, 2001

A 60.00 foot strip of land being 30.00 feet on each side of the following described centerline located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northwest quarter of Section 29;

THENCE South  $88^{\circ} 39' 00''$  East along the South line of said Northwest quarter 1005.41 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County said point also being on a 250.00 foot radius curve to the left, from which the radius point bears South  $55^{\circ} 44' 39''$  West;

THENCE around said 250.00 foot radius curve to the left and along said centerline 1.87 feet;

THENCE North  $34^{\circ} 41' 00''$  West along said centerline 19.04 feet;

THENCE North  $74^{\circ} 43' 11''$  East 31.81 feet to the East right-of-way line of said Skye Road said point being 30.00 feet East of, when measured at right angles to, said centerline of Skye Road and the TRUE POINT OF BEGINNING;

THENCE North  $74^{\circ} 43' 11''$  East 201.25 feet to a 298.69 foot radius curve to the left;

THENCE around said 298.69 foot radius curve to the left 248.33 feet to a 300.00 foot radius curve to the right;

THENCE around said 300.00 foot radius curve to the right 317.62 feet;

THENCE North  $87^{\circ} 44' 43''$  East 336.53 feet to a 549.44 foot radius curve to the left;

THENCE around said 549.44 foot radius curve to the left 178.42 feet to a 309.15 foot radius curve to the right;

"Easement  
EXHIBIT H"

PAGE 1 OF 4

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(VFB/mak)





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Vancouver, WA  
98660

THENCE around said 309.15 foot radius curve to the right 153.66 feet to a 207.34 foot radius curve to the left;

THENCE around said 207.34 foot radius curve to the left 135.82 feet;

THENCE North 60° 05' 04" East 81.18 feet;

THENCE South 13° 14' 16" East 60.93 feet to a 125.00 foot radius curve to the right;

THENCE around said 125.00 foot radius curve to the right 94.07 feet;

THENCE South 30° 59' 21" West 77.50 feet to a 58.00 foot radius curve to the left;

THENCE around said 58.00 foot radius curve to the left 74.36 feet;

THENCE South 42° 28' 07" East 97.64 feet;

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"Easement  
EXHIBIT H "  
PAGE 2 OF 4



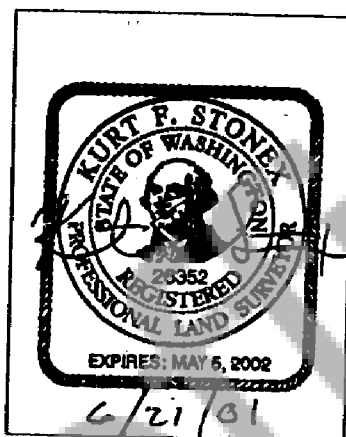
**OLSON**  
ENGINEERING INC.

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ENGINEERS

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1111 Broadway  
Vancouver, WA  
98660

THENCE North 51° 08' 47" East 89.30 feet to the West line of Parcel 8 as conveyed to Frank Doherty by deed recorded in Book 210 at Page 978 records of Skamania County and the end of the above described centerline.

The sidelines of said parcel of property shall be lengthened or shortened to intersect one another and said East right-of-way line of Skye Road and said West line of Parcel 8.



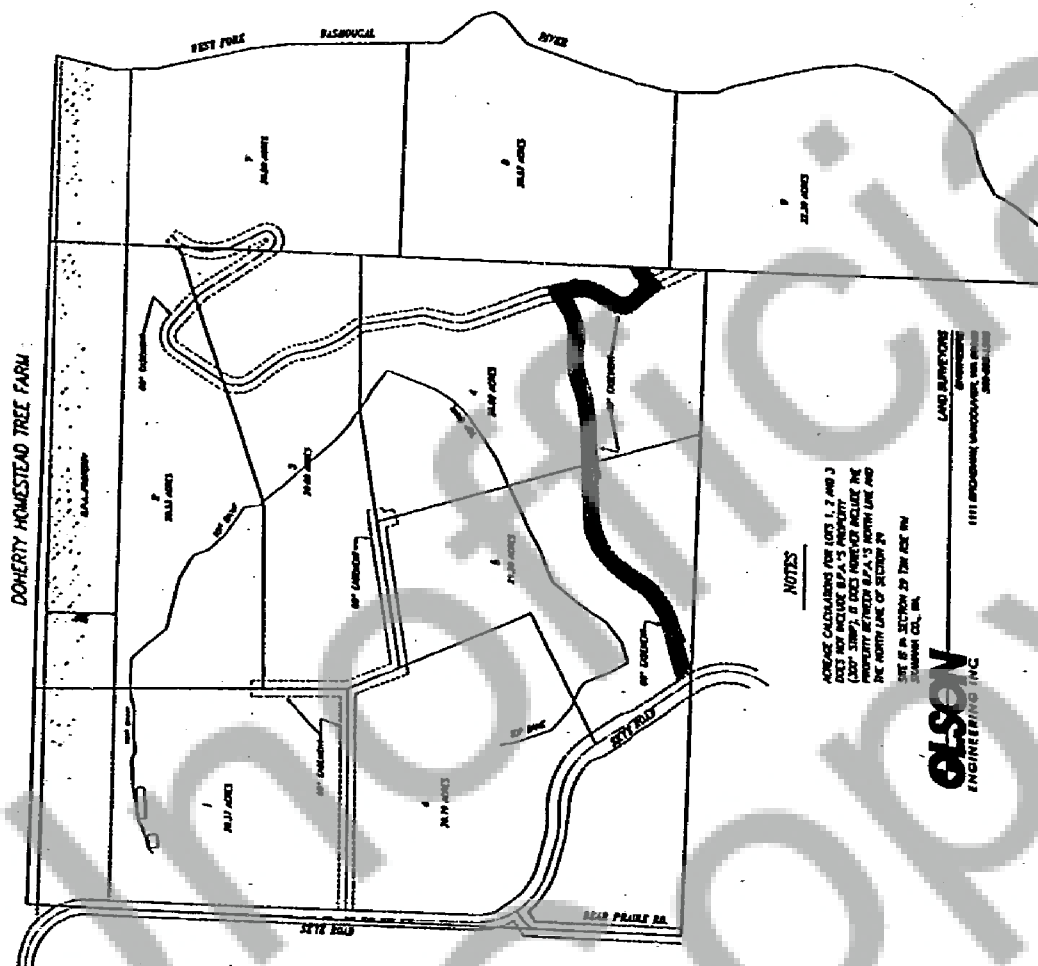
"Easement

EXHIBIT   H   "

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(VFB/mak)





NOTES

ADVERSE CALCULATIONS FOR LOTS 1, 2 AND 3  
DOES NOT INCLUDE S.P.A.'S PROPERTY  
THESE LOTS ARE NOT INCLUDED IN THE  
ADVERSE CALCULATIONS FOR LOTS 1, 2 AND 3  
THE NORTH LINE OF SECTION 29

THE 24.7 ACRES OF THE 24.7 ACRES

SECTION 29

SECTION 29

SECTION 29

SECTION 29

SECTION 29

SECTION 29

**OLSON**  
ENGINEERING INC.  
LAND SURVEYORS  
1111 ENCINO BLVD., SUITE 100  
ENCINO, CALIF. 91436  
(818) 709-1111

"Easement  
EXHIBIT H"  
PAGE 4 OF 4



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(360) 695-1385  
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Vancouver, WA  
98660

LEGAL DESCRIPTION FOR DOHERTY  
Ingress, Egress, and Utility Easement - Parcel 9

June 18, 2001

A 60.00 foot strip of land being 30.00 feet on each side of the following described centerline located in the Northwest quarter of Section 29, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

COMMENCING at the Southwest corner of said Northwest quarter of Section 29;

THENCE South  $88^{\circ} 39' 00''$  East along the South line of said Northwest quarter 1005.41 feet to the centerline of Skye Road as conveyed to Skamania County by deed recorded in Book 75 at Page 58 records of Skamania County said point also being on a 250.00 foot radius curve to the left, from which the radius point bears South  $55^{\circ} 44' 39''$  West;

THENCE around said 250.00 foot radius curve to the left and along said centerline 1.87 feet;

THENCE North  $34^{\circ} 41' 00''$  West along said centerline 19.04;

THENCE North  $74^{\circ} 43' 11''$  East 31.81 feet to the East right-of-way line of said Skye Road said point being 30.00 feet East of, when measured at right angles to, said centerline of Skye Road and the TRUE POINT OF BEGINNING;

THENCE North  $74^{\circ} 43' 11''$  East 201.25 feet to a 298.69 foot radius curve to the left;

THENCE around said 298.69 foot radius curve to the left 248.33 feet to a 300.00 foot radius curve to the right;

THENCE around said 300.00 foot radius curve to the right 317.62 feet;

THENCE North  $87^{\circ} 44' 43''$  East 336.53 feet to a 549.44 foot radius curve to the left;

THENCE around said 549.44 foot radius curve to the left 178.42 feet to a 309.15 foot radius curve to the right;

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(VFB/rsd)

" Easement  
EXHIBIT   I   "  
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**OLSON**  
ENGINEERING INC.

LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
1111 Broadway  
Vancouver, WA  
98660

THENCE around said 309.15 foot radius curve to the right 153.66 feet to a 207.34 foot radius curve to the left;

THENCE around said 207.34 foot radius curve to the left 135.82 feet;

THENCE North 60° 05' 04" East 81.18 feet;

THENCE South 13° 14' 16" East 60.93 feet to a 125.00 foot radius curve to the right;

THENCE around said 125.00 foot radius curve to the right 94.07 feet;

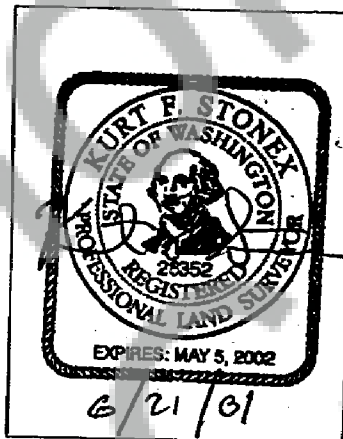
THENCE South 30° 59' 21" West 77.50 feet to a 58.00 foot radius curve to the left;

THENCE around said 58.00 foot radius curve to the left 74.36 feet;

THENCE South 42° 28' 07" East 97.64 feet;

THENCE South 27° 09' 55" East 143.45 feet to the East line of said Parcel 4 and the end of the above described centerline.

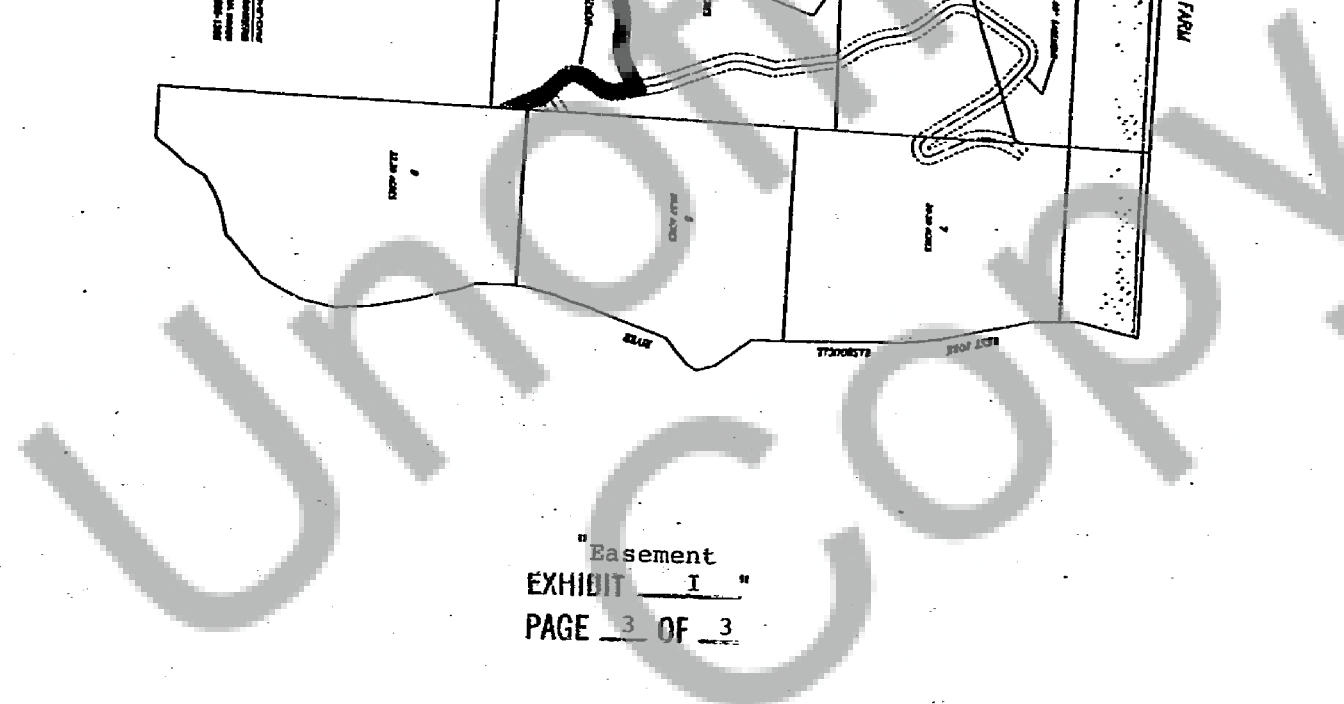
The sidelines of said parcel of property shall be lengthened or shortened to intersect one another and said East line of Parcel 4 and said East right-of-way line of Skye road.



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(VFB/rmk)

Easement  
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LAND SURVEYING  
Estimating  
1981 PROFESSIONAL SURVEYING, INC. MEMBER  
475-685-1305  
1981

ACCORD CALCULATIONS FOR LOTS 1, 2 AND 3 DOES NOT INCLUDE B.P.A.'S PROPERTY (200' STRIP). IT DOES HOWEVER INCLUDE THE PROPERTY BETWEEN B.P.A.'S NORTH LINE AND THE NORTH LINE OF SECTION 29.

NOTE: IS AN SECTION 29 THE REC' BY SULLIVAN CO., INC.

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