

146269

BOOK 230 PAGE 963

FILED
SKAMIA
BY *Kielpinski & Woodrich*

OCT 21 8 53 AM '02

G. L. W. W.

J. MICHAEL ELLISON

AFTER RECORDING MAIL TO:

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

Document Title(s) or transactions contained therein:

Declaration of Forfeiture

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

Dunoven, Gail

☐ Additional names on page ____ of document

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

Home Valley Grocery, Inc.

☐ Additional names on page ____ of document

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

SE 1/4 Sec 27 T3N R8 EWM

☒ Complete legal description is on page 2 of document

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

Vol 190 P 860 AF 135584 6/29/99

☐ Additional numbers on page ____ of document

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

3-8-27-4-020000 03 03 274 0 2000 00
10/1/02

☐ Property Tax Parcel ID is not yet assigned

REAL ESTATE EXCISE TAX

22561

OCT 18 2002

PAID BY

McKICHELLO, Gail

SKAMIA COUNTY TREASURER

PAID
RECORDED
INDEXED
FILED

146268

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When recorded return to:
Small Forest Landowner Office
Forest Practices Division
Dept. of Natural Resources
PO Box 47012
Olympia, WA 98504-7012

REAL ESTATE EXCISE TAX

22560
OCT 18 2002
PAID 64490
Vicki Cielland, Deputy
SKAMANIA COUNTY TREASURER

FILED
DNR
OCT 21 8 52 AM '02
J. MICHAEL L. JOHNSON

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
DOUG SUTHERLAND, Commissioner of Public Lands

FORESTRY RIPARIAN EASEMENT

Grantor(s): David & Mark Lillegard
Grantee(s): State of Washington, Department of Natural Resources
Legal Description: Portions of Sec 36, 03N 07E, approximately 5.54 acres See attachment A-2
Assessor's Property Tax Parcel or Account Number: 03073610080000
Easement No. 58-073503

THIS GRANT OF A FORESTRY RIPARIAN EASEMENT is made on this 10th day of July, 2002, by DAVID & MARK LILLEGARD, hereinafter called the "Grantor", having an address at PO Box 511, Stevenson, WA, 98648, to and in favor of the STATE OF WASHINGTON, acting as and through the Department of Natural Resources, hereinafter called the "Grantee".

SECTION 1 RECITALS AND PURPOSE

1.1 This Easement is intended to implement the goals of the Forest Practices Salmon Recovery Act, ESHB 2091, sections 501 through 504, chapter 4, Laws of 1999 ("Salmon Recovery Act"). The goals include avoiding the further erosion of the small forest landowners' economic viability and willingness or ability to keep the lands in forestry use which would reduce the amount of habitat available for salmon recovery and conservation of other aquatic resources, through the establishment of a forestry riparian easement program to acquire easements from small forest landowners along riparian and other areas of value to the state for protection of aquatic resources.

1.2 This Easement is intended to protect all Qualifying Timber and the Riparian Functions associated with the Qualifying Timber located on the Easement Premises as provided by the terms

Revised 07/01

1 of 13

Easement No. 58-073503

of this Easement as set forth in Exhibit B while preserving all lawful uses of the Easement Premises by Grantor consistent with the Easement objectives, and to provide Grantee with the ability to enforce the terms thereof.

1.3 The Easement Premises and Qualifying Timber, are located as described in Exhibit A; that the encumbrances, if any, are as set forth in Exhibit A; that all Exhibits referenced herein and attachments thereto are incorporated into this Easement as part of this Easement; and Grantor wishes to execute this Forestry Riparian Easement.

SECTION 2 CONVEYANCE AND CONSIDERATION

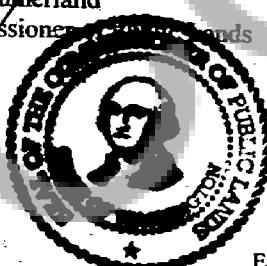
2.1 In consideration of the mutual covenants contained herein, including without limitation the monetary consideration set forth in subsection 2.2 below, the Grantor does hereby voluntarily warrant and convey to the Grantee a Forestry Riparian Easement under the Salmon Recovery Act, which Easement shall remain in full force and effect from the date hereof until it expires on 07/09/52, which Easement shall consist of the rights and restrictions expressly set forth herein.

2.2 In consideration of this Easement, Grantee shall pay to Grantor the sum of \$50,616.92.

IN WITNESS WHEREOF Grantor and Grantee have executed this instrument on the day and year written.

Dated: July 10, 2022 By [Signature]
 Dated: July 10, 2022 By [Signature]

Dated: 8/13/22, 2022
 STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
[Signature]
 Doug Sutherland
 Commissioner



After recording Mail to:

Kenneth B. Woodrich
Kielpinski & Woodrich
PO Box 510
Stevenson, WA 98648

DECLARATION OF FORFEITURE
REAL ESTATE CONTRACT
RCW 61.30 et seq.

TO: HOME VALLEY GROCERY, INC. a Washington Corporation

You and each of you are hereby notified that the defaults hereinafter referred to under the Contract hereinafter referred to are not cured and the forfeiture date has expired. The legal owner of the property described in the Contract has elected to declare a forfeiture of and cancel the Contract.

The name Address and telephone number of the Seller is as follows:

GAIL DUNOVEN
PO Box 55
Carson, WA 98601
(509) 427-4713

The name Address and telephone number of the Seller's attorney is as follows:

Kenneth B. Woodrich
Kielpinski & Woodrich
40 Cascade Ave., Suite 110
PO Box 510
Stevenson, WA 98610
(509) 427-5665

The Contract herein referred to was executed in writing on June 29, 1999 by John Dunoven and Gail Dunoven, husband and wife, as Seller, providing for the sale to Home Valley Grocery, Inc., a Washington Corporation, as Purchaser, of the following-described real property situate in Skamania County, Washington:

A tract of land in Sections 27 & 34, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point of the section line common to the said Sections 27 and 34 which is north 89° 22' 30" west 842.9 feet more or less from the southeast corner of the said Section 27 to the Southeasterly line of Lot 1 of the Short Plat recorded in Book 3, Page 111; thence south 23° 59' west 61.67 feet to the northerly right of way line of Primary State Highway No. 8; thence south 66° 01' east along said highway right of way line 262.64 feet; thence north 23° 59' east 101.51 feet; thence north 66° 01' west 262.64 feet; thence south 23° 59' west 39.84 feet to the point of beginning.

The Contract was recorded under Auditor's File No. 135584, Book 190, Pages 850 - 884, records of Skamania County, Washington.

The purchaser is in default and all the purchaser's rights under the Contract are canceled herein and all right, title, and interest in the property of the purchaser and of all persons claiming an interest in all or any portion of the property through the purchaser or which is otherwise subordinate to the seller's interest in the property are terminated except to the extent otherwise stated in the declaration of forfeiture as to persons or claims named, identified, or described.

All persons whose rights in the property have been terminated and who are in or come into possession of any portion of the property, including improvements, are required

Gary H. Martin, Skamania County Assessor
Date 10-12-02 Parcel 103 08 27 40 3000 00

200507

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INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Washington)
County of Skamania) ss

On this day personally appeared before me David & Mark Lillegard, to
me known to be the individual described in and who executed the within and foregoing instrument
and acknowledge that ~~he~~^{they} signed the same as ~~his~~^{their} free and voluntary act and deed for the uses
and purposes therein mentioned.

Given under my hand and official seal this 10th day of July, 2002



Notary Public in and for the State of
Washington, residing at Carson

My appointment expires 2/23/03

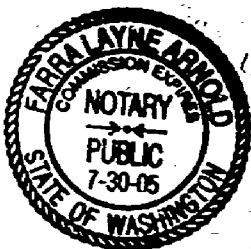
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STATE ACKNOWLEDGEMENT

STATE OF WASHINGTON)
Jss
COUNTY OF THURSTON

On this 13th day of August, 2002, personally appeared before me DOUG SUTHERLAND, to me known to be the Commissioner of Public Lands, and ex officio administrator of the Department of Natural Resources of the State of Washington, the Department that executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Barry Layne Arnold
Notary Public in and for the State of
Washington, residing at Olympia

My appointment expires 7-30-05

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to surrender such possession to the seller not later than October 26, 2002.

The forfeiture was conducted in compliance with all requirements of RCW 61.30.070 in all material respects and applicable provisions of the Contract.

The purchaser and any person claiming any interest in the purchaser's rights under the Contract or in the property who were given the notice of intent to forfeit and the declaration of forfeiture has the right to commence a court action to set the forfeiture aside by filing and serving the summons and complaint within sixty days after the date of the declaration of forfeiture is recorded if the seller did not have the right to forfeit the contract or fails to comply with RCW 61.30.070 in any material respect.

All sums previously paid under the contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto.

DATED this 16th day of October, 2002.


Kenneth B. Woodrich
WSB # 19654

AFFIDAVIT OF SERVICE

STATE OF WASHINGTON)
County of Skamania)

I certify that on the 16th day of October, 2002 I served the foregoing Notice of Intent to Forfeit Real Estate Contract pursuant to RCW 61.30.050 by depositing true copies thereof in the U.S. mails at Stevenson, Washington, in sealed envelopes, with postage paid, one copy of regular mail and one copy by Certified, Return Receipt mail, directed as follows:

SUNG YA KIM-MEIER, President
Home Valley Grocery, Inc.
PO Box 1711
Hwy 211
Sandy, OR 97055

And

SUNG YA KIM-MEIER, President
Home Valley Grocery, Inc.
50151 State Rd 14
Stevenson WA 98548

And I caused this notice to be personally served upon SUNG YA KIM-MEIER as President of Home Valley Grocery, Inc. at the business address of 50151 SR 14, Stevenson, Washington.

Kimberly Hassell
Kimberly Hassell

SIGNED and sworn to before me this 16th day of October, 2002 by Kimberly Hassell.

Katy Jane Archer
NOTARY PUBLIC in and for
the State of Washington
Commission expires 5/17/04

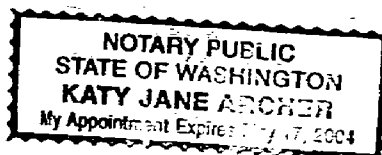


EXHIBIT A

A1 DESCRIPTION AND LOCATION OF QUALIFYING TIMBER

The Qualifying Timber includes the following categories of trees located within the Easement Premises: Permanent. The Qualifying Timber is located as shown in the documentation attached hereto as Attachment A-1.

A2 DESCRIPTION AND LOCATION OF EASEMENT PREMISES

The Easement Premises is riparian area as shown in the documentation attached hereto as Attachment A-2 and is located in portions of TWP 03N RGE 07E Section 36.

A3 BASELINE IDENTIFICATION, DESCRIPTION AND DOCUMENTATION OF EASEMENT PREMISES AND QUALIFYING TIMBER

The parties agree that: the current use, condition, and Riparian Function of the Easement Premises and the condition of the Qualifying Timber are documented in the inventory of their relevant features and identified in Attachment A-3 ("Baseline Documentation"), and that this documentation provides, collectively, an accurate representation at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant.

EXHIBIT B

FORESTRY RIPARIAN EASEMENT TERMS AND CONDITIONS

B1 DEFINITIONS

The terms used in this Easement, including without limitation the following, are defined by the forest practices rules incorporated in Attachment B-1 to this Exhibit.

"Danger Tree"
"Easement Premises"
"Qualifying Timber"
"Hazard Substances"
"Riparian Areas"
"Riparian Function"

B2 RIGHTS OF GRANTEE

To accomplish the purposes of this Easement, the following rights are conveyed to Grantee by this Easement.

B2.1 To enforce the terms of this Easement as provided in subsection B9.

B2.2 To enter upon the Easement Premises, or to allow Grantee's agents or any experts consulted by Grantee in exercising its rights under this Easement to enter upon the Easement Premises in order to evaluate Grantor's compliance with this Easement, and to otherwise enforce the terms of this Easement.

B2.3 To convey, assign, or otherwise transfer Grantee's interests herein to another agency of the State of Washington, as provided for and limited by Section 504 of the Salmon Recovery Act.

B3 RESTRICTIONS ON GRANTOR

B3.1 **Inconsistent Uses of Riparian Easement Premises.** Any use of, or activity on, the Easement Premises inconsistent with the purposes and terms of this Easement, including without limitation converting to a use incompatible with growing timber, is prohibited, and Grantor acknowledges and agrees that it will not conduct, engage in, or permit any such use or activity.

B3.2 **Property Outside the Easement Premises.** Grantor may change its use of the property on which the Easement lies to any lawful use. Grantor shall provide Grantee sixty (60) days notice prior to changing the use of the Property as a courtesy to Grantee.

B3.3 Qualifying Timber. Grantor shall not engage in any activity which would result in the cutting of Qualifying Timber or the removal of that timber from the Easement Premises, except as provided in this Easement. The parties further agree that use, harvest, and treatment of the Qualifying Timber are restricted according to the forest practices rules in Attachment B-1.

B3.4 Danger Trees and Salvage. Grantor may cut a Danger Tree, which shall be left in place within the Easement Premises or moved by Grantor inside the Easement Premises. Grantor shall notify DNR within seven (7) days that a Danger Tree has been felled. Grantor shall not engage in any activities pertaining to salvage of Qualifying Timber including without limitation blowdown except as provided for in the forest practices rules.

B4 RESERVED RIGHTS

Other than specifically provided herein, Grantor is not restricted in its use of the Easement Premises.

B5 PUBLIC ACCESS

No right of public access to or across, or any public use of, the Easement Premises or the property on which it lies is conveyed by this Easement.

B6 COSTS, LIABILITIES, TAXES, AND INDEMNIFICATION

B6.1 Costs, Legal Requirements, and General Liabilities. Except as is expressly placed on Grantee herein, Grantor retains full responsibility for the Qualifying Timber and Easement Premises. Grantor shall keep the Qualifying Timber and Easement Premises free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor remains responsible for obtaining all permits required by law.

B6.2 Taxes and Obligations. Grantor shall remain responsible for payment of taxes or other assessments imposed on the Easement Premises or the Qualifying Timber. Grantor shall furnish Grantee with satisfactory evidence of payment upon request.

B6.3 Hold Harmless

B6.3.a Grantor. To the extent permitted by law, Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its employees, agents, and assigns from and against all liabilities, penalties, costs, charges, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including without limitation reasonable attorneys' fees arising from or in any way connected with: (a) injury or death of any person or any physical damage to property resulting from any act or omission, or other matter occurring on or relating to the Easement Premises or Qualifying Timber, caused solely by Grantor; (b) a breach by Grantor of its obligations under subsection B3; (c) the violation or alleged violation of, or other

failure to comply with, any state, federal, or local law or requirement by Grantor in any way affecting, involving, or relating to the Easement Premises or the Qualifying Timber; (d) the release or threatened release onto the Easement Premises of any substance now or hereinafter classified by state or federal law as a hazardous substance or material caused solely by Grantor.

B6.3.b Grantee. To the extent permitted by law, Grantee hereby releases and agrees to hold harmless, indemnify and defend Grantor and its employees, agents, and assigns from and against all liabilities, penalties, costs, charges, losses, damages, expenses, causes of action, claims, demands, orders, judgments or administrative actions, including without limitation reasonable attorneys' fees arising from or in any way connected with: (a) injury or death or any person or any physical damage to property resulting from any act or omission, or other matter occurring on or relating to the Easement Premises or Qualifying Timber, caused solely by Grantee; or (b) the release or threatened release onto the Easement Premises of any substance now or hereinafter classified by state or federal law as a hazardous substance or material caused solely by Grantee.

B7 SUBSEQUENT TRANSFERS

B7.1 Grantee. Grantee may assign, convey, or otherwise transfer its interest as evidenced in this Easement, but only to another agency of the State of Washington under any circumstances in which it determines, in its sole discretion, that such transfer is in the best interests of the state. Grantee shall give written notice to Grantor or the same within thirty (30) days of such conveyance, assignment, or transfer (provided that failure to give such notice shall not affect the validity of the assignment, conveyance, or transfer).

B7.2 Grantor. Grantor may assign, convey, or otherwise transfer without restriction its interest in the Easement Premises or the Qualifying Timber identified in Exhibit A hereto. Grantor agrees to incorporate the restrictions of the Easement in any deed or other legal instrument by which Grantor divests itself of all or a portion of its interests in the Easement Premises or Qualifying Timber. Grantor shall give written notice to the Grantee of the assignment, conveyance, or other transfer of all or a portion of its interest in the Easement Premises or the Qualifying Timber within thirty (30) days of such conveyance, assignment, or transfer (provided that failure to give such notice shall not affect the validity of the assignment, conveyance, or transfer).

B7.3 Termination of Grantor's Rights and Obligations. The Grantor's personal rights and obligations under this Easement terminate upon transfer of the Grantor's interest in the property on which the Easement lies or the Qualifying Timber, except that liability under the Easement for acts or omissions occurring prior to transfer shall survive transfer.

B8 DISPUTE RESOLUTION

The parties may at any time by mutual agreement use any nonbonding alternative dispute resolution mechanism with a qualified third party acceptable to Grantor and Grantee. Grantor and Grantee shall share equally the costs charged by the third party. The existence of a dispute between the

parties with respect to this Easement, including without limitation the belief by one party that the other party is in breach of its obligations hereunder, shall not excuse either party from continuing to fully perform its obligations under this Easement. The dispute resolution provided for in this subsection is optional, not obligatory, and shall not be required as a condition precedent to any remedies for enforcement of this Easement.

B9 ENFORCEMENT

B9.1 Remedies. Either party may bring any action in law or in equity in the superior court for the county in which the Easement Premises are located or in Thurston County (subject to venue change under law) to enforce any provision of this Easement, including without limitation, injunctive relief (permanent, temporary, or ex parte, as appropriate) to prohibit a breach of this Easement, enforce the rights and obligations of this Easement, restore Qualifying Timber cut or removed in violation of this Easement, or mitigate for damage to Riparian Functions or for damages. Grantee may elect to pursue some or all of the remedies provided herein.

B9.1.a Damages and Restoration. If Grantor cuts or removes (or causes another to cut or remove) Qualifying Timber from the Easement Premises in violation of this Easement, Grantee shall be entitled to damages, or restoration. Damages for the cutting of Qualifying Timber or the removal of Qualifying Timber from the Easement Premises in violation of the terms of this Easement may be up to triple stumpage value times the proportion of the original compensation. The maximum amount of damages shall be calculated according to the following formula:

$$\text{Maximum Damages} = 3 * S_v * (C / V_q)$$

Where:

S_v = The stumpage value of the Qualifying Timber that is cut or removed from the Easement Premises at the time the damage was done;

C = The compensation paid by the state to the Grantor at the time the Easement became effective;

V_q = The original value of Qualifying Timber at the time the Easement became effective as calculated in WAC 222-21-050.

In addition the Grantor shall pay interest on the amount of the damages at the maximum interest rate allowable by law.

Grantee's rights to damages under this section shall survive termination. Restoration of Qualifying Timber may include either replanting or replacing trees or both, as determined by Grantee, in its sole discretion, to be appropriate. Replanting shall be by nursery transplant seedlings approved by Grantee with subsequent silvicultural treatment including without limitation weed control and fertilization approved by Grantee. Replacing trees shall be accomplished by designation of

replacement trees of the size and species acceptable to Grantee. If replacement trees are designated to replace the Qualifying Timber cut or removed in violation of the terms of this Easement, the designated trees shall be thereafter treated as Qualifying Timber under this Easement.

B9.1.b Mitigation. If Riparian Functions are damaged as a result of Grantor's violation of the terms of this Easement, Grantee shall be entitled to reasonable mitigation by Grantor. Damage to Riparian Function occurs for purposes of this subsection only where Grantor has conducted, engaged in or permitted activity in violation of the terms of this Easement which results in a material adverse change to the Riparian Function, comparing the condition of the Riparian Function as reflected in the Baseline Documentation with the condition of the Riparian Function at the time an action of mitigation is brought under this subsection.

B9.1.c Injunctive Relief. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement may be inadequate and that Grantee may be entitled to injunctive relief, both prohibitive and mandatory, in addition to other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies.

B9.1.d Relationship to Remedies in Other Laws. The remedies provided for in this section are in addition to whatever other remedies the state may have under other laws including without limitation the Forest Practices Act. Nothing in this Easement shall be construed to enlarge, diminish or otherwise alter the authority of the state to administer state law.

B9.2 Costs of Enforcement. The costs, including reasonable attorneys' fees, of enforcing this Easement shall be borne by Grantee unless Grantee prevails in a judicial action to enforce the terms of this Easement, in which case costs shall be borne by Grantor, provided that nothing herein shall make Grantor liable for costs incurred by Grantee in taking enforcement actions pursuant to other state laws.

B9.3 Forbearance/Waiver. Enforcement of this Easement against the Grantor is at the sole discretion of the Grantee, and vice versa. Any forbearance by either party to exercise its rights hereunder in the event of a breach by the other party shall not be deemed a waiver by the forbearing party of the term being breached or of a subsequent breach of that term or any other term or of any other of the forbearing party's rights under this Easement.

B9.4 Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

B9.5 Acts Beyond Grantor's Control. Nothing herein shall be construed to entitle Grantee to bring any action or claim against Grantor on account of any change in the condition of the Easement Premises or of the Qualifying Timber that was not within Grantor's control, including without limitation fire, flood, storms, insect and disease outbreaks, earth movement, or acts of trespassers, that Grantor could not reasonably have anticipated and prevented, or from any prudent action taken

by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Premises or Qualifying Timber resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees, at Grantee's option, to join in any suit, to assign its right of action to Grantee, or to appoint Grantee its attorney in fact, for the purpose of pursuing enforcement action against the responsible parties.

B10 CONSTRUCTION AND INTERPRETATION

B10.1 Controlling Law. Interpretation and performance of this Easement shall be governed by the laws of the State of Washington.

B10.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The parties acknowledge that each has had an opportunity to have this Easement reviewed by an attorney and agree that the terms shall not be presumptively construed against either party.

B10.3 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

B11 AMENDMENT

This Easement may be jointly amended. The amendments shall be in writing and signed by authorized representatives. Grantee shall record any such amendments in timely fashion in the official records of Skamania County, Washington. All amendments shall be consistent with the purposes of this Easement.

B12 TERMINATION

Grantee may unilaterally terminate this Easement if it determines, in its sole discretion, that termination is in the best interests of the State of Washington. Grantee shall provide thirty (30) days written notice to Grantor of such termination.

B13 EXTINGUISHMENT

If circumstances arise that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, in whole or in part, by mutual agreement of the parties or through judicial proceedings brought by one of the parties. Grantee shall be entitled to

the value of the Easement as such value is determined pursuant to forest practices rules governing extinguishments or eminent domain, if no rule for extinguishments exists.

B14 CONDEMNATION

If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, or acquired by purchase in lieu of condemnation, Grantee shall be entitled to compensation in accordance with the forest practices rules.

B15 NOTICE

Notices given pursuant or in relation to this Easement shall be in writing and delivered personally or by first class mail (postage pre-paid), addresses as follows:

- (a) If to Grantor: David & Mark Lillegard
PO Box 511
Stevenson, WA 98648
- (b) If to Grantee: Washington State Department of Natural Resources
Small Forest Landowner Office
DNR-Forest Practices Division
PO Box 47012
Olympia, WA 98504-7012

If either party's address changes during the term of this Easement, that party shall notify the other party of the change.

Any notice required to be given hereunder is considered as being received: (i) if delivery in person, upon personal receipt by the person to whom it is being given; or (ii) if delivered by first class U.S. mail and properly addressed, three (3) days after deposit into the U.S. mail; or (iii) if sent by U.S. mail registered or certified, upon the date receipt is acknowledged by the recipient.

B16 RECORDATION

Grantee shall record this instrument in timely fashion in the official records of County, Washington and may re-record it at any time as may be required to preserve its rights in this Easement.

B17 GENERAL PROVISIONS

B17.1 Severability. If any provision in this Easement, or the application hereof to any person or circumstance, is found to be invalid, the remainder of this Easement, or the application hereof to other persons or circumstances shall not be affected thereby and shall remain in full force and effect.

B17.2 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement. This instrument supersedes all other and prior discussions, negotiations, understandings, or agreements of the parties. No alteration or variation of this instrument shall be binding unless set forth in an amendment to this instrument consistent with subsection B11.

B17.3 Successors and Assigns. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective successors and assigns and shall continue as a servitude running with the property on which the Easement lies for the term of this Easement set forth in subsection 2.1.

B17.4 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

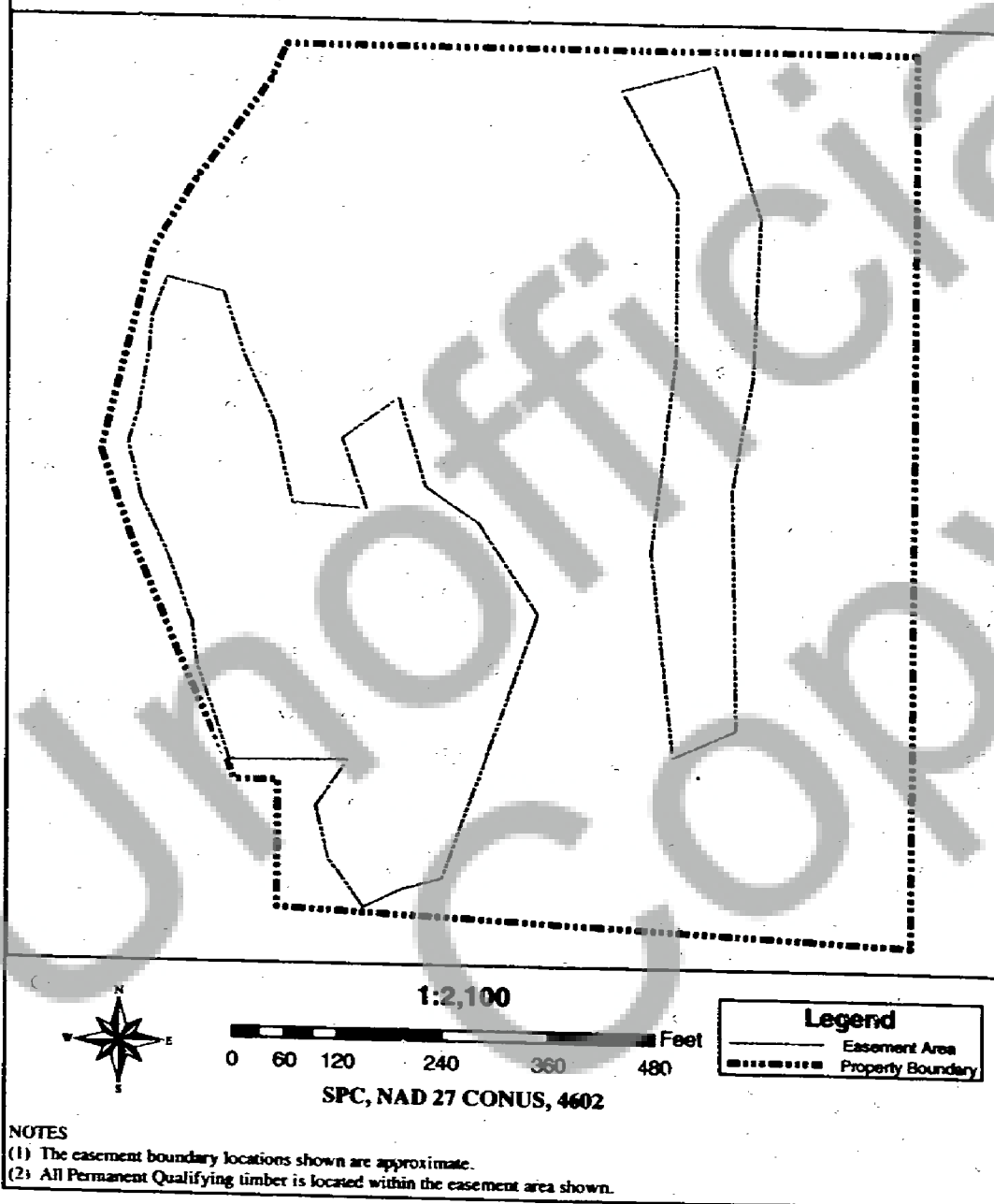
B17.5 Counterparts. The parties may execute this instrument in two or more counterparts which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original as against the party that has signed it. In the event of any disparity between counterparts produced, the recorded counterpart shall be controlling.

B17.6 References to Statutes and Rules. Except as otherwise specifically provided, any references in this Easement to any statute or rule shall be deemed to be a reference to such statute or rule in existence at the time the action is taken or the event occurs.

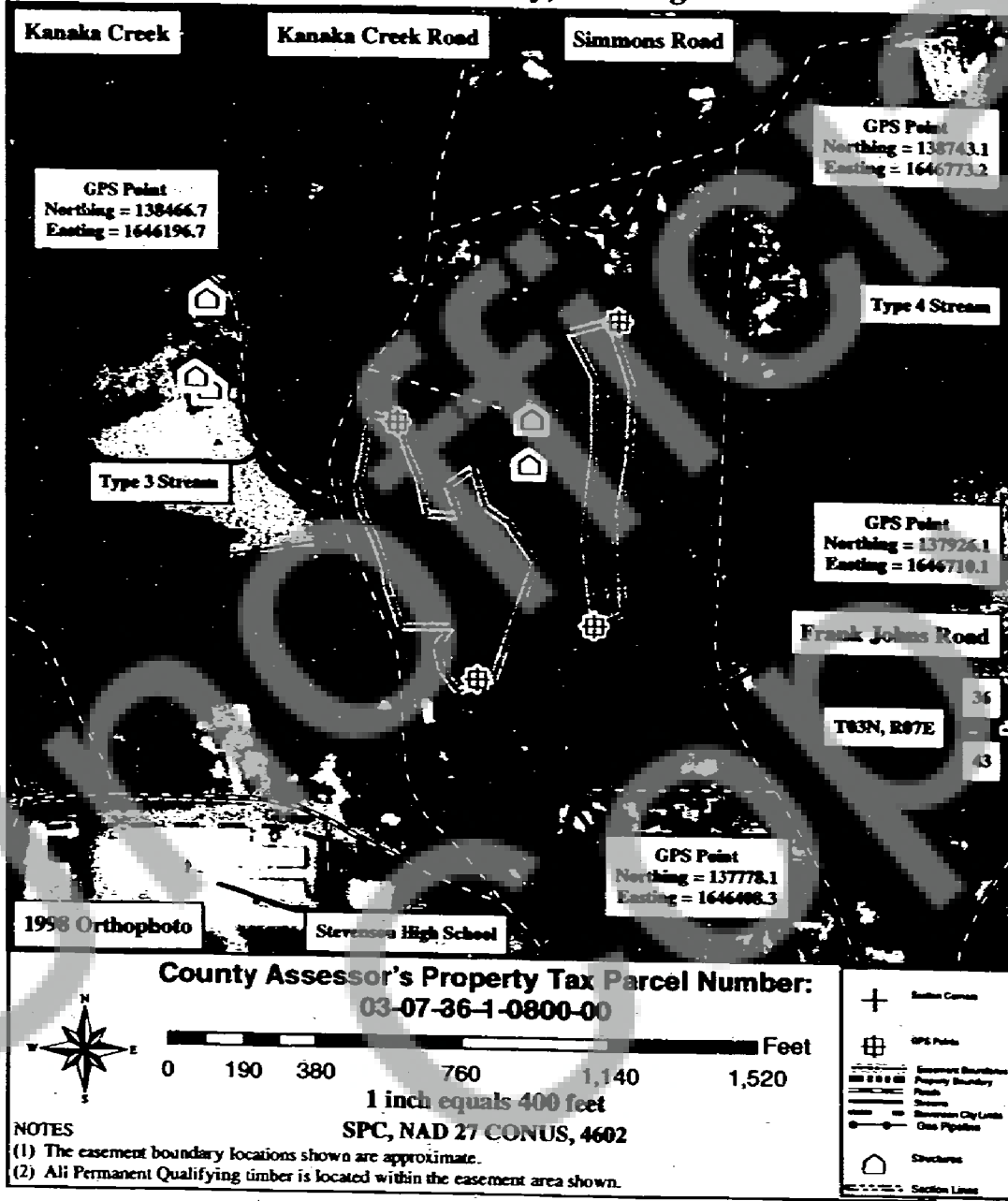
B17.7 Adherence to Applicable Law.

Any activity pertaining to or use of the Easement Premises or Qualifying Timber shall be consistent with applicable federal, state, or local law including chapter 76.09 RCW, the Forest Practices Act chapter 36.70A RCW, the Growth Management Act, chapter 75.20 RCW, Construction Projects in State Waters Act ("Hydraulics Code"), the Endangered Species Act (16 U.S.C. Sec. 1531, et seq.), and the Clean Water Act (33 U.S.C. Sec. 1251, et seq.), and rules and regulations adopted pursuant to these statutes (including all rules adopted under Section 4(d) of the Endangered Species Act).

Forestry Riparian Easement # 58-073503
Exhibit A - Attachment A-1



Forestry Riparian Easement # 58-073503
Exhibit A - Attachment A-2 (Page 1 of 2)
Legal: Portions of Section 36, T03N, R07E, W.M.
Skamania County, Washington



Attachment A-2 Page 2 of 2

EXHIBIT "A"

PARCEL I

Government Lot 2 in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Skamania County by instrument recorded in Book 58, Page 473.

PARCEL II

Beginning at the Southwest Corner of the Northwest Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, thence North 8 rods; thence East 40 rods; thence South 8 Rods; thence West 40 rods to the point of beginning.

PARCEL III

The West 11.18 Acres of Government Lot 1 in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion lying in Frank Johns Road.

ALSO EXCEPT that tract conveyed to Dempsey Taylor by Deed from Charles Teio et ux recorded at Page 25 Book G of Deeds and EXCEPT that tract conveyed to Ignaz Wachter by Charles Teio et ux by Deed recorded at Page 33 Book G of Deeds and EXCEPT that tract conveyed to Christian Aalvik by H.I. Lillegard et ux by Deed recorded at Page 406 Book P of Deeds, records of Skamania County, Washington.

ALSO EXCEPT all the Parcels in Government Lot 1.

3-7-36-1-800/910
9-11-02
SM

Easement #: 58-073503 E/W

Department of Natural Resources Small Forest Landowner Office

Easement Baseline Documentation

Exhibit A- Attachment A-3

This Easement Premises Evaluation is one part of the Baseline Documentation that is required for an approved Riparian Easement under WAC 222-21-030(3). The purpose of this assessment is to determine site condition and potential liabilities associated with the proposed riparian easement. A Forester from the Dept. of Natural Resources, Small Forest Landowner Office must complete this onsite evaluation as part of the approval process of a Forestry Riparian Easement. The landowner must have completed and turned in a Riparian Easement Post-Harvest Questionnaire for this easement, prior to this evaluation.

Landowner Name: David and Mark Lillegard

Date: 4/16/02

FPA #: 29003097 Site Class: III

Stream Type(s): Kanaka Creek-type 3, A stream-type 4, B stream-type 3 Wetland Type(s): None

1) Describe easement premises and attach map identifying access:

Please call ahead to let landowner know you are coming. Access the easement off of Kanaka Creek Rd. Go .3-mile pass intersection of Gropper Rd and Kanaka Creek. Turn right at driveway. Park at the house.

The easement is to the south along Kanaka Creek

The general boundaries are the following: south Easement border is residential property, western boundary is Kanaka Creek county road, East boundary is a clear cut harvested in 1/00, north is the driveway.

a) Composition of easement area

Easement	% Layer	Cover	Species Composition (by %)	Avg BA/A	Avg Height	DBH
97	Overstory	97	Douglas-fir (85) W.Redcedar (5)	DFC	95	22
	Understory	80	Vine Maple (60) Hazel (20)			
	Groundcover	100	Oregon grape (50), swordtail fern (25) salal (20) trailing blackberry (5)			
3	Overstory	3	Big Leaf Maple (1) Red Alder (1) and Cottonwood (1)			
	Understory					
	Groundcover	20	Snowberry, Poison Oak is located in the northern portion of the easement.			

BOOK 230 PAGE 959

a) Current condition of qualifying timber: Douglas-fir and Western Red Cedar are in healthy condition with no obvious insect or disease infestation

b) Stability of landforms: Is there evidence of unstable soils or mass wasting within the easement area?
Yes No X

c) Channel delineation (circle one):
X BFW
CMZ

Stream bed condition:
X Gravel/Cobble
Boulder/Bedrock
Mud/Silt
Tidal Influence

2) Are there any potentially hazardous materials or solid waste on site?

Yes x No

Comments: 2 cmp's (corrugated metal pipe) are located in the type 4 water riparian management zone. There is one cmp in the type 3 water riparian management zone.

Removal date 6/02

Are the easement areas and designated leave trees marked as required in the easement contract? Yes X No

Currently the easement area is designated with pink and black candy strip flagging. The outer Zone leave trees are marked with orange flagging.

3) Describe other uses of the easement premises, if any. (Examples: grazing, recreation, Christmas trees, mining, agriculture, etc.):

There is a Northwest Gas pipeline easement that bisects the Forest Riparian Easement. The pipeline is buried. The easement has an old skidd trail through the property that is in a recreational trail condition.

4) Describe any features or structures, such as buildings, public or private roads, trails, fences, utility corridors within the easement area. Attach photographs and describe below or record Photo CD #:

There is a NW pipeline line dam structure on the easement (3' x 8') that is no longer functioning. Water is running underneath it. It is not a fish barrier (WDFW habitat biologist 11/01). Removal would be for aesthetic purposes only. Landowner has two developed spring water sources on site. Locations are on the map.

BOOK 230 PAGE 960

5) Additional Comments:

*The landowner would like it noted that they may want
to graze the surrounding area outside the easements.
They would likely fence off the creek.*

The parties agree that this document provides an accurate representation of this easement's site conditions and is intended to serve as an objective baseline for monitoring compliance with the terms of this easement.

Signatures:

Small Forest Landowner Forester

Mary E. McDonald

Date: *4/16/02*

Riparian Easement Landowner

R. E. Ellard

Date: *4-16-02*

NORTH. RANGE 07 EAST (W.M.). SECTION 36
ATION



Attachment A-2 Page 2 of 2

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9-16-02

W.H.