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BOOK 246 PAGE 378

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SKAMANIA COUNTY WASH

David Gorgas

JUL 17 12 28 PM '03

J. MICHAEL
J. MICHAEL

David Gorgas
PO Box 250
Stevenson, WA
98648

REAL ESTATE EXCISE TAX

23128

JUL 17 2003

PAID exempt
to deputy
SKAMANIA COUNTY TREASURER

SKAMANIA COUNTY
TREASURER
JUL 17 2003
J. MICHAEL

BOUNDARY LINE AND EASEMENT AGREEMENT

Reference Number(s) of related document(s): 115922; 122164.

Grantor: David C. Gorgas and Bernadine Gorgas and Dennis R. Crow.

Grantee: Dennis R. Crow, David C. Gorgas and Bernadine Gorgas.

Legal Description (abbreviated): Southeast quarter of Section 25, T4 North, R 7 1/2 East, W.M. Skamania County; and South half of Southeast quarter of Section 25, T4 North, R 7 1/2 East, W. M. Skamania County.

Full legal(s) on page 2.

Assessor's Tax Parcel ID Number: 04-75-25-4-0-0400-00; 04-75-25-4-0-0300-00.

THIS BOUNDARY LINE AND EASEMENT AGREEMENT ("Agreement") is entered into as of May 1, 2000, between David C. Gorgas and Bernadine Gorgas, husband and wife ("Gorgas") and Dennis R. Crow ("Crow").

RECITALS

A. Gorgas is the owner of real property located in Skamania County, Washington, legally described as follows (the "Gorgas Property"):

B.L. A.
4-75-25-4-402 & 7-17-03
4-75-25-4-300 G.M.

Transaction in compliance with County sub-division ordinances.
Skamania County By: K. Huber 7-17-03

Parcel 1

A tract of land in the southeast quarter of Section 25, Township 4 North, Range 7 ½ East of the Willamette Meridian in the County of Skamania in the State of Washington, described as follows:

Commencing at a point 825 feet East of the Southwest corner of the Southeast quarter of Section 25, Township 4 North, Range 7 ½ East of the Willamette Meridian; thence North 1320 feet; thence East 165 feet; thence South 1320 feet; thence West 165 feet to the point of beginning.

Except that portion of land which lies north of the center line of Skamania County right of way, commonly known as Cedar Creek Road;

Parcel 2

A tract of land in the southeast quarter of Section 25, Township 4 North, Range 7 ½ East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a point 990 feet East of the Southwest corner of the Southeast quarter of Section 25, Township 4 North, Range 7 ½ East of the Willamette Meridian; thence North 1320 feet; thence East 165 feet; thence South 1320 feet; thence West to the point of beginning.

B. Crow is the owner of real property located in Skamania County, Washington, legally described as follows (the "Crow Property"):

A tract of land located in the South half of the Southeast quarter of Section 25, Township 4 North, Range 7 ½ East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 1155 feet East of the Southwest corner of the Southeast quarter of said Section 25; thence North 1320 feet; thence East 330 feet; thence South 1320; thence West 330 feet to the point of beginning.

C. The Gorgas Property and the Crow Property share a common north-south boundary line (the "Common Boundary Line"). As a result of survey work performed during January of 1999 for Gorgas by the Bell Design Company of White Salmon, WA, Gorgas determined that the Common Boundary Line may be substantially West of the boundary line that Gorgas thought to be the Common Boundary Line, with the result that some structures on the east side of the residence constructed on the Gorgas Property (the

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"Gorgas Residence") actually may be located on or over a portion of the Crow Property. Gorgas discussed the results of this survey with Crow, which led to discussions between Gorgas and Crow about adjusting the location of the Common Boundary Line.

D. Gorgas and Crow wish to adjust their Common Boundary Line so that the Gorgas Residence lies solely within the Gorgas Property and is in compliance with all applicable building and setback requirements; and in a manner that addresses their respective privacy interests.

Wherefore, in consideration of the foregoing and to avoid any further disputes over the location of the Common Boundary Line, Gorgas and Crow enter into this Agreement.

AGREEMENT

1. **Common Boundary Line - Exchange of Property.** Gorgas and Crow agree that the common north-south boundary line between the Gorgas Property and the Crow Property shall be the line depicted as the common north-south boundary line on the drawing attached hereto as Exhibit A (the "Adjusted Boundary Line"), and each grants and conveys to the other the portion of their existing property necessary to implement the Adjusted Boundary Line. Gorgas and Crow further agree that, within sixty (60) days following the execution of this Agreement, Gorgas shall retain a licensed surveyor to (A) locate, prepare a legal description of, and stake the Adjusted Boundary Line as depicted on Exhibit A and using the points and measurements set forth in Exhibit A; (B) prepare a legal description for the portion of the Gorgas Property being conveyed to Crow, and of the portion of the Crow Property being conveyed to Gorgas; and (C) prepare revised legal descriptions for the Gorgas Property and the Crow Property reflecting the Adjusted Boundary Line. Once the legal descriptions have been prepared for the Adjusted Boundary Line, the portions of the Gorgas Property and Crow Property being conveyed to adjust the boundary, and the Gorgas Property and Crow Property using the Adjusted Boundary Line, Gorgas and Crow shall (A) if required by Skamania County laws, submit an application and any other required paperwork to obtain approval of the boundary line adjustment with Gorgas paying any fees imposed by the County; and (B) execute and record a first amendment to this Agreement in the form attached as Exhibit B to place of record these legal descriptions.

2. **Landscape Easement.** Gorgas grants and conveys to Crow a landscape easement as depicted in the drawing and using the measurements reflected in attached Exhibit A (the "Landscape Easement"). The surveyor retained to perform the work described in paragraph 1 above shall also locate, prepare a legal description of, and stake the western boundary of the Landscape Easement.

The Landscape Easement is perpetual and shall run with the land, and is granted for the purpose of providing Crow with access to and the right to water, fertilize and otherwise maintain the nine trees presently growing within the Landscape Easement.

kh

Crow may, at his option, replace any of the nine trees should they die or be destroyed by fire or other natural disaster, but Crow shall not be entitled to make any additional plantings within the Landscape Easement.

Crow agrees to defend, indemnify and save harmless Gorgas from and against all claims, liability, damage and expense (including attorney's fees) for injury, damage or loss of property to any person arising out of or in any way connected with Crow's work on or use of the Landscape Easement.

3. **Fence.** Gorgas intends to construct a wooden rail fence on the Gorgas's side of the west boundary line of the Landscape Easement by passing through stakes 11, 12, 8 and 10 as set forth on Exhibit "A" and then southerly along the Adjusted Boundary Line to the point where the land slope drops abruptly towards Cedar Creek (i.e., where the row of large rocks marks the rim of the slope). Gorgas shall construct such a wooden rail fence by July 1, 2000; provided that if the surveyor retained under paragraph 1 has not placed the stakes establishing the west boundary line of the Landscape Easement by June 17, 2000 notwithstanding the best efforts of Gorgas to have the stakes placed by that date, the July 1 date shall not be controlling and Gorgas shall be entitled to construct the wooden rail fence within two weeks of the date the stakes have been placed in the ground. Gorgas and Crow will cooperate with and timely provide the surveyor with all information requested by the surveyor to enable the surveyor to perform the required work.

Gorgas agrees to defend, indemnify and save harmless Crow from and against all claims, liability, damage and expense (including attorney's fees) for injury, damage or loss of property to any person arising out of or in any way connected with Gorgas's work on or construction of the Fence.

4. **Warranties.** Gorgas and Crow, respectively, represent and warrant that they are the owners in fee simple title to their respective properties, and that they have the legal authority and capacity to enter into this Agreement. If either party has granted to one or more lenders a deed of trust or other security instrument, said party shall obtain the written consent of all such lenders in a recordable form.

5. **Entire Agreement.** The parties hereto represent that no written or oral promise, statement, representation, inducement or agreement not herein expressed is relied upon or made the basis for entering into this Agreement or agreement to any of the terms hereof and that this document embodies and sets forth the entire, complete and exclusive agreement and understanding between them related to the subject matter hereof.

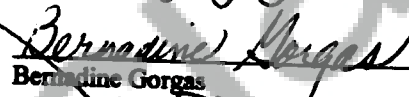
6. **Amendments.** Any amendment, modification, addendum, or revision of this Agreement shall be valid only if in writing and signed by the parties, in which event there need be no legal consideration therefor.

7. **Materiality of Recitals.** Each recital hereof is a material part of this Agreement, is incorporated herein, and is a material inducement to the parties entering into this Settlement Agreement.

8. Governing Law, Venue, and Attorneys' Fees. This Agreement shall be construed in accordance with the laws of the State of Washington. Any lawsuit between the parties arising out of this Agreement shall be brought in the Superior Court of the State of Washington, Skamania County. The prevailing party in any such action shall be awarded its/his attorneys' fees and costs, including fees and costs incurred prior to suit, on appeal or in any related administrative proceedings.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.


David C. Gorgas


Bernadine Gorgas


Dennis R. Crow

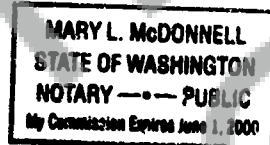
STATE OF WASHINGTON)


COUNTY OF SKAMANIA)

ss.

I certify that I know or have satisfactory evidence that David C. Gorgas and Bernadine Gorgas are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such parties for the uses and purposes stated therein.

Dated May 2, 2000




Name: Mary L. McDonnell
NOTARY PUBLIC, State of Washington
My appointment expires 6/1/00

The purpose of this deed is to affect a boundary line adjustment between adjoining parcels of land owned by Grantor and Grantee; it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington and Skamania County Subdivision laws.

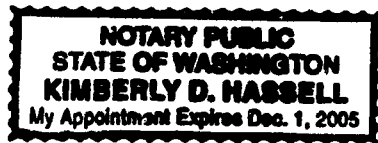
STATE OF WASHINGTON)

ss.

COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Dennis R. Crow is the person who appeared before, and acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it to be his free and voluntary act for the uses and purposes stated therein.

Dated September 11 2002.



Kimberly Hassell
Name: Kimberly Hassell
NOTARY PUBLIC, State of Washington
My appointment expires 12/01/05

The purpose of this deed is to affect a boundary line adjustment between adjoining parcels of land owned by Grantor and Grantee; it is not intended to create a separate parcel, and is therefore exempt from the requirements of RCW 58.17 and the Skamania County Short Plat Ordinance. The property described in this deed cannot be segregated and sold without conforming to the State of Washington and Skamania County Subdivision laws.

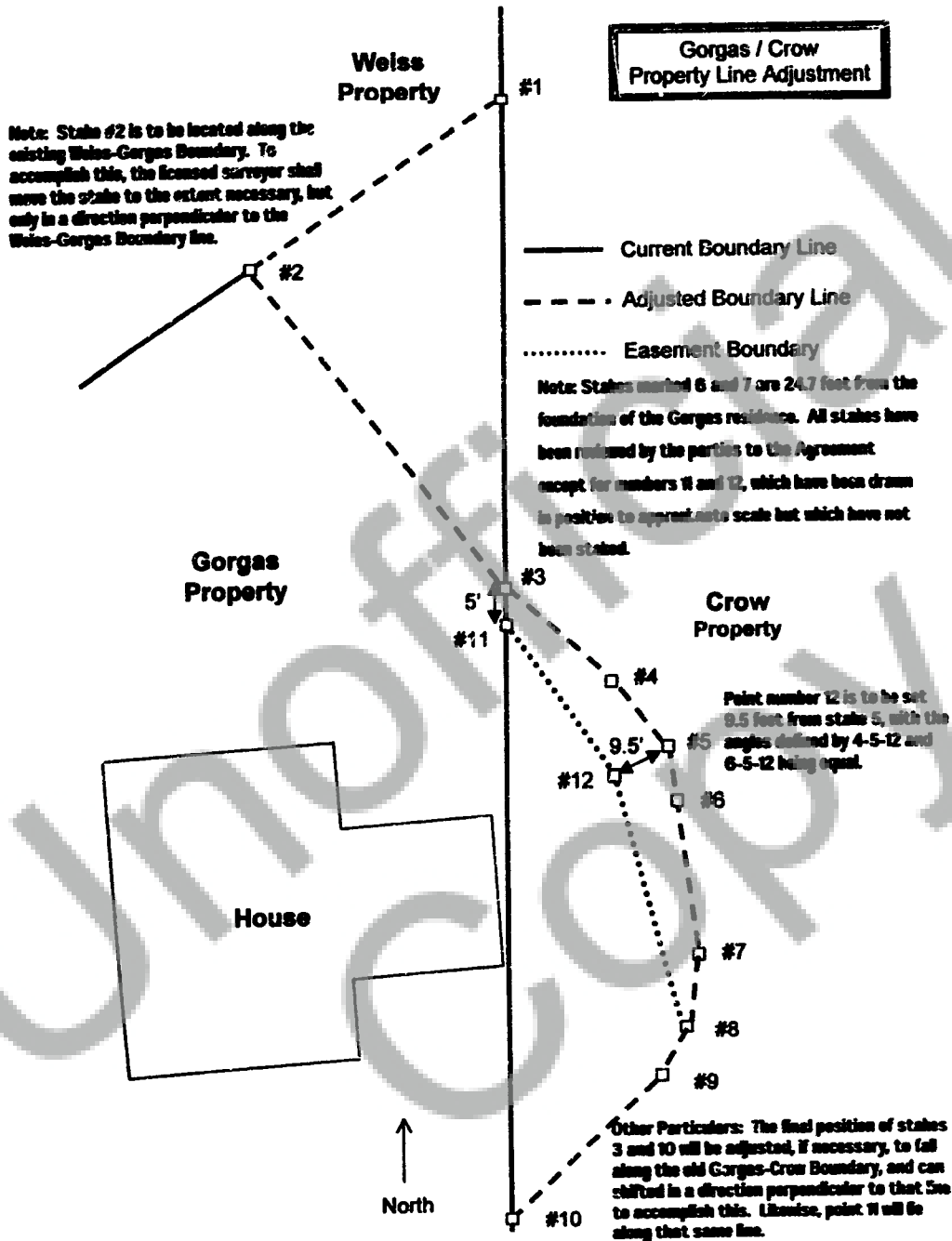


EXHIBIT A

FIRST AMENDMENT TO BOUNDARY LINE AND EASEMENT AGREEMENT

Reference Number(s) of related document(s): 11592; 122164 &

Grantor: David C. Gorgas and Bernadine Gorgas and Dennis R. Crow.

Grantee: Dennis R. Crow, Bernadine Gorgas and David C. Gorgas.

Legal Description (abbreviated): Southeast quarter of Section 25, T4 North, R 7 ½ East, W.M. Skamania County, and South half of Southeast quarter of Section 25, T4 North, R 7 ½ East, W. M. Skamania County.

Full legal(s) on pages ____.

Assessor's Tax Parcel ID Number: 04-75-25-4-0-0400-00; 04-75-25-4-0-0300-00.

THIS FIRST AMENDMENT TO THE BOUNDARY LINE AND EASEMENT AGREEMENT (the "First Amendment") is entered into this ____ of November, 2001, between David C. Gorgas and Bernadine Gorgas, husband and wife ("Gorgas") and Dennis R. Crow ("Crow").

RECITALS

A. Gorgas and Crow are parties to a Boundary Line and Easement Agreement recorded under Skamania County Auditor's file number ____ (the "Agreement"). The defined terms in Agreement are incorporated herein.

B. The survey work to be performed under the terms of paragraphs 1 and 2 of the Agreement has been completed. Gorgas and Crow enter into this First Amendment to place of record the results of that survey work.

transaction in compliance with County subdivision ordinances.
Skamania County . . . By: *K. Huber* 7-17-03

EXHIBIT B

AGREEMENT

1. Legal Description - Common Boundary Line. The legal description of the New Common Boundary Line is as follows:

A common boundary located in the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, being described as follows:

BEGINNING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North $1^{\circ}11'10''$ East, a distance of 380.12 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence North $53^{\circ}53'08''$ East, a distance of 26.44 feet to a 1/4-inch diameter rebar; thence North $21^{\circ}35'24''$ East, a distance of 8.12 feet to a 1/4-inch diameter rebar; thence North $2^{\circ}31'02''$ East, a distance of 8.92 feet to a 1/4-inch diameter rebar; thence North $3^{\circ}54'11''$ West, a distance of 18.31 feet to a 1/4-inch diameter spike nail; thence North $7^{\circ}46'42''$ West, a distance of 6.15 feet to a 1/4-inch diameter rebar; thence North $37^{\circ}57'50''$ West, a distance of 8.55 feet to a 1/4-inch diameter rebar; thence North $50^{\circ}13'53''$ West, a distance of 20.58 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" set on said east line of Lot 3; thence North $35^{\circ}51'51''$ West, a distance of 50.75 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" set on the northwesterly line of said Lot 3 which is the Terminus Point of the Common Boundary Line, said Terminus Point bears South $55^{\circ}11'34''$ West, a distance of 37.80 feet from the northeast corner of said Lot 3.

2. Grant to Gorgas. Crow conveys to Gorgas the following portion of the former Crow Property:

A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North $1^{\circ}11'10''$ East, a distance of 380.12 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and

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the TRUE POINT OF BEGINNING; thence continuing along said east line of Lot 3, North $1^{\circ}11'10''$ East, a distance of 76.34 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South $50^{\circ}13'53''$ East, a distance of 20.58 feet to a 1/4-inch diameter rebar; thence South $37^{\circ}57'50''$ East, a distance of 8.55 feet to a 1/4-inch diameter rebar; thence South $7^{\circ}46'42''$ East, a distance of 6.15 feet to a 1/4-inch diameter spike nail; thence South $3^{\circ}54'11''$ East, a distance of 18.31 feet to a 1/4-inch diameter rebar; thence South $2^{\circ}31'02''$ West, a distance of 8.92 feet to a 1/4-inch diameter rebar; thence South $21^{\circ}35'24''$ West, a distance of 8.12 feet to a 1/4-inch diameter rebar; thence South $53^{\circ}53'08''$ West, a distance of 26.44 feet to the True point of Beginning and containing an area of 0.03 acres, more or less.

3. Grant to Crow. Gorgas conveys to Crow the following portion of the former Gorgas Property:

A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North $1^{\circ}11'10''$ East, a distance of 456.46 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence continuing along said east line, North $1^{\circ}11'10''$ East, a distance of 62.72 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" which is the northeast corner of said Lot 3 and bears South $1^{\circ}11'11''$ West, a distance of 805.42 feet, more or less, from the northeast corner of Lot 1 of said Short Plat; thence along the northwesterly line of said Lot 3, South $55^{\circ}11'34''$ West, a distance of 37.80 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South $35^{\circ}51'51''$ East, a distance of 50.75 feet to the True Point of Beginning and containing an area of 0.02 acres, more or less.

4. Revised Legal Description - Crow Property. The revised legal description of the Crow Property, incorporating the New Common Boundary Line, is as follows:

A tract of land (vesting deed, book 149, page 522, April 27, 1995) situated in the South Half of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian, Skamania County, State of Washington, described as follows:

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Beginning at the southeast corner of Lot 3 of amended David and Bernadine Gorgas Short Plat, which is monumented with a 1/2-inch diameter rebar topped with a plastic cap marked "LAWSON" as per said Gorgas Short Plat and furthermore shown as the southwest corner of the "Knobel Property" on the Lawson Land Surveying Record of Survey recorded under Book 2 of Skamania County Surveys at page 84; thence along the south line of said Section 25, a distance of 326.02 feet as shown on said Lawson Record of Survey; thence North 1°14'18" East, a distance of 1325.07 feet to a 1/2-inch diameter rebar topped with a plastic cap marked "LAWSON" set on the north line of said South Half of the Southeast Quarter as per said Lawson Record of Survey; thence along said north line, North 88°40'41" West, a distance of 327.22 feet as per said Lawson Record of Survey to a 1/2-inch diameter rebar topped with a plastic cap marked "LAWSON" set at the northeast corner of Lot 1 of said Gorgas Short Plat; thence along the east line of said Gorgas Short Plat, South 1°11'11" West, a distance of 1325.08 feet as per said Lawson Record of Survey to the Point of Beginning.

TOGETHER WITH the following tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North 1°11'10" East, a distance of 456.46 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence continuing along said east line, North 1°11'10" East, a distance of 62.72 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" which is the northeast corner of said Lot 3 and bears South 1°11'11" West, a distance of 805.42 feet, more or less, from the northeast corner of Lot 1 of said Short Plat; thence along the northwesterly line of said Lot 3, South 55°11'34" West, a distance of 37.80 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South 35°51'51" East, a distance of 50.75 feet to the True Point of Beginning and containing an area of 0.02 acres, more or less.

EXCEPT the following tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

W

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North 1°11'10" East, a distance of 380.12 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence continuing along said east line of Lot 3, North 1°11'10" East, a distance of 76.34 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South 50°13'53" East, a distance of 20.58 feet to a 1/4-inch diameter rebar; thence South 37°57'50" East, a distance of 8.55 feet to a 1/4-inch diameter rebar; thence South 7°46'42" East, a distance of 6.15 feet to a 1/4-inch diameter spike nail; thence South 3°54'11" East, a distance of 18.31 feet to a 1/4-inch diameter rebar; thence South 2°31'02" West, a distance of 8.92 feet to a 1/4-inch diameter rebar; thence South 21°35'24" West, a distance of 8.12 feet to a 1/4-inch diameter rebar; thence South 53°53'08" West, a distance of 26.44 feet to the True point of Beginning and containing an area of 0.03 acres, more or less.

SUBJECT TO:

Rights of others thereto entitled in and to the continue: uninterrupted flow of Cedar Creek, and the rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof.

Any adverse claims based upon the assertion that Cedar Creek has moved. The rights of Skamania County for the Cedar Creek Road right-of-way.

5. **Revised Legal Description - Gorgas Property.** The revised legal description of the Gorgas Property, incorporating the New Common Boundary Line, is as follows:

Lot 3 of the amended David and Bernadine Gorgas Short Plat located in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian, ~~Klickitat~~ Skamania County, State of Washington.

SKAMANIA DRL 9/11/02
1004 7/17/03

TOGETHER WITH the following tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North 1°11'10" East, a distance of 380.12 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence continuing along said east

Wm

line of Lot 3, North $1^{\circ}11'10''$ East, a distance of 76.34 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South $50^{\circ}13'53''$ East, a distance of 20.58 feet to a 1/4-inch diameter rebar; thence South $37^{\circ}57'50''$ East, a distance of 8.55 feet to a 1/4-inch diameter rebar; thence South $7^{\circ}46'42''$ East, a distance of 6.15 feet to a 1/4-inch diameter spike nail; thence South $3^{\circ}54'11''$ East, a distance of 18.31 feet to a 1/4-inch diameter rebar; thence South $2^{\circ}31'02''$ West, a distance of 8.92 feet to a 1/4-inch diameter rebar; thence South $21^{\circ}35'24''$ West, a distance of 8.12 feet to a 1/4-inch diameter rebar; thence South $53^{\circ}53'08''$ West, a distance of 26.44 feet to the True point of Beginning and containing an area of 0.03 acres, more or less.

EXCEPT the following tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North $1^{\circ}11'10''$ East, a distance of 456.46 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence continuing along said east line, North $1^{\circ}11'10''$ East, a distance of 62.72 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" which is the northeast corner of said Lot 3 and bears South $1^{\circ}11'11''$ West, a distance of 805.42 feet, more or less, from the northeast corner of Lot 1 of said Short Plat; thence along the northwesterly line of said Lot 3, South $55^{\circ}11'34''$ West, a distance of 37.80 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873"; thence South $35^{\circ}51'51''$ East, a distance of 50.75 feet to the True Point of Beginning and containing an area of 0.02 acres, more or less.

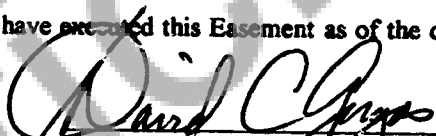
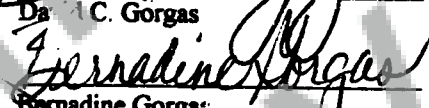

6. Legal Description - Easement Gorgas and Crow hereby agree that the legal description of the property that is the subject of the easement granted in paragraph 2 of the Agreement is as follows:

A tract of land situated in the Southwest Quarter of the Southeast Quarter of Section 25, Township 4 North, Range 7.5 East, Willamette Meridian in Skamania County, State of Washington, described as follows:

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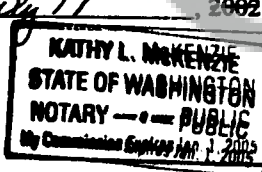
COMMENCING at the southeast corner of Lot 3 of the amended David and Bernadine Gorgas Short Plat which is recorded in Book 3 of Skamania County Short Plats at page 291; thence along the east line of said Lot 3, North 1°11'10" East, a distance of 456.46 feet to a 5/8-inch diameter rebar capped with a yellow plastic survey cap marked "Bell Design 11873" and the TRUE POINT OF BEGINNING; thence South 50°13'53" East, a distance of 20.58 feet to a 1/4-inch diameter rebar; thence South 37°57'50" East, a distance of 8.55 feet to a 1/4-inch diameter rebar; thence South 7°46'42" East, a distance of 6.15 feet to a 1/4-inch diameter spike nail; thence South 3°54'11" East, a distance of 18.31 feet to a 1/4-inch diameter rebar; thence South 2°31'02" West, a distance of 8.92 feet to a 1/4-inch diameter rebar; thence North 19°26'10" West, a distance of 31.38 feet; thence North 33°45'10" West, a distance of 22.37 feet; thence North 1°11'10" East, a distance of 5.00 feet to the TRUE POINT OF BEGINNING.

IN WITNESS WHEREOF the parties have executed this Easement as of the day and year first written above.


David C. Gorgas

Bernadine Gorgas

Dennis R. Crow

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA) ss.

I certify that I know or have satisfactory evidence that David C. Gorgas and Bernadine Gorgas are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it to be the free and voluntary act of such parties for the uses and purposes stated therein.

Dated July 17 ²⁰⁰³ ₂₀₀₂ KMC

Name: Kathy McKenzie
NOTARY PUBLIC, State of Washington
My appointment expires Jan 1, 2005
kr

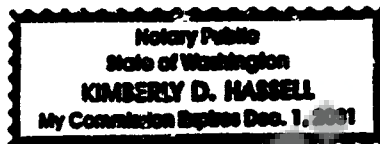
STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

ES.

I certify that I know or have satisfactory evidence that Dennis R. Crow is the person who appeared before, and acknowledged that he signed this instrument, on oath that he was authorized to execute this instrument, and acknowledged it to be his voluntary act for the uses and purposes stated therein.

Dated MAY 9, 2000.



Kimberly Hassell
Name: Kimberly Hassell
NOTARY PUBLIC, State of Washington
My appointment expires 12/01/01

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