AFTER RECORDING, RETURN TO:

Pope Resources Attn: Land Records 19245 Tenth Avenue, NE Poulsbo, WA 98370 Doc # 2006162930
Page 1 of 16
Date: 09/08/2006 03:22P
Filed by: POPE RESOURCES
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$47.00

MARBLE MOUNTAIN ROADWAY EASEMENT AND MAINTENANCE AGREEMENT (USFS ROAD 9015 AND OTHER ROADWAY SEGMENTS)

Grantor:

Pope Resources, a Delaware limited partnership

Grantees:

Marble Mountain Homeowner Association, a Washington nonprofit corporation

Abbreviated Legal Description:

N½NE¼, SW¼NE¼; SE¼NW¼; SE¼SW¼ Sec. 24, T07N, R05E; S½NE¼NE¼, SW¼NE¼, NW¼SE¼, E½SW¼ Sec. 18, T07N, R06E; Govt. Lot 1, NE¼NW¼ Sec. 19, T07N, R06E, Skamania County, Washington.

Complete legal descriptions are on Exhibits A and C of this document (pages 9 and 11 hereof).

ethn

Assessor's Property Tax Parcel Account Numbers:

See Attachment 1 hereto.

REAL ESTATE EXCISE TAX

Reference to Related Documents:

None.

SEP - 8 2006

VICKIE Chelland, Clepith

TREASURED

MARBLE MOUNTAIN ROADWAY EASEMENT AND MAINTENANCE AGREEMENT (USFS ROAD 9015 AND OTHER ROADWAY SEGMENTS)

THIS MARBLE MO	UNTAIN ROADWAY EASEN	MENT AND MAINTENANCE
AGREEMENT (this "Agreen	nent") is delivered, effective, a	nd made as of the 29th day of
August	, 200 6 , by and between	Pope Resources, a Delaware limited
partnership ("Pope"), and Ma	arble Mountain Homeowner As	sociation, a Washington nonprofit
corporation ("MMHA").		

RECITALS

- A. Pope is the owner of real property situated in Skamania County, Washington, legally described <u>Exhibit A</u> attached hereto and generally depicted on <u>Exhibit B</u> attached hereto (the "Pope Property").
- B. Certain unnamed individuals (the "MMHA Lot Owners") are members of MMHA and are the owners of record as of the date hereof of the real property legally described Exhibit C attached hereto and generally depicted on Exhibit B attached hereto (the "MMHA Lots").
 - C. MMHA owns no real property.
- D. The parties desire to make certain agreements regarding roadway access and maintenance within the Pope Property and MMHA Lots as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Owners and their respective heirs and assigns, subject to matters of record, a perpetual nonexclusive easement (the "Lot Owner Easement") sixty-six (66) feet in width for ingress and egress in, on, over, under, and upon those segments of the existing roadway (the "Roadway") commonly known as USFS Road 9015 and Bypass Road 30-30, which are depicted on Exhibit B attached hereto, located within the Pope Property south of the south line of Section 7, Township 7 North, Range 6 East, south of the south line of Section 13, Township 7 North, Range 5 East, and west of the west line of Sections 17 and 20, W.M., Skamania County, Washington, subject to the condition precedent that Pope shall have a perpetual nonexclusive easement (the "Pope Easement") sixty-six (66) feet in width in, on, over, under, and upon those segments of the existing USFS Road 9015 that are located in, on, over, under, and upon the MMHA Lots for the benefit of the Pope Property. If Pope shall at any time within fifty (50) years after the date hereof be denied the beneficial use of the Pope Easement, then Pope shall have the right, exercisable at any time within fifty (50) years after the date hereof, to re-enter the Roadway and

terminate the Lot Owner Easement herein granted, including without limitation the entire right, title, interest, and estate in and to the Pope Property of MMHA and the MMHA Lot Owners and all persons claiming by, through, or under them. This right of re-entry and power of termination shall be fully transferable by Pope except to the extent provided otherwise by the laws of the State of Washington.

- 2. Consideration. In consideration of the making of this Agreement, MMHA shall pay Pope the sum of Five Thousand Dollars (US\$5,000) upon the mutual execution and delivery of this Agreement.
- 3. Access Covenants. MMHA covenants to Pope that Pope shall have a perpetual right of ingress and egress in, on, over, under, and upon the MMHA Lots. MMHA represents and warrants to Pope that MMHA owns no real property.
- 4. Reservation of Rights. Pope reserves for itself and its agents, contractors, employees, guests, invitees, and grantees the right to use the Roadway and the remainder of the Pope Property for any lawful use.
- 5. Maintenance of the Roadway. The Roadway currently is a primitive road through forested areas and is used principally as a logging road for logging trucks and other commercial and industrial vehicles and equipment. The Roadway is not intended to accommodate vehicle travel at speeds greater than 20 mph. Its use for residential or recreational purposes currently is secondary and incidental to the current principal use. Pope shall manage the routine maintenance of the Roadway at the expense of the parties as described below and the repair of extraordinary damage to the Roadway caused by Pope at the expense of Pope as described below, and Pope shall make all decisions regarding maintenance of and repair to the Roadway, until Pope shall assign and delegate such authority and responsibility. The Roadway shall be maintained as a primitive single-lane unpaved road with occasional turnouts as existing, a 12foot-minimum travel way width, pit run surfacing, and drainage ditches and culverts as existing. Unless the parties hereto agree otherwise in specific instances, MMHA shall pay one-half (1/2) and Pope shall pay one-half (1/2) of the cost of routine maintenance of the Roadway, provided, however, that if Pope grants to Spirit Lake Relocation Association, a Washington nonprofit corporation ("SLRA"), or any other person or organization, an easement for access within the Roadway after the date hereof, and if SLRA or such other grantee shall agree to bear with Pope and MMHA an equal share of the cost of routine maintenance of the Roadway, then thereafter SLRA or such other grantee shall pay one-third (1/3), MMHA shall pay one-third (1/3), and Pope shall pay one-third (1/3) of the cost of routine maintenance of the Roadway. Pope shall provide to MMHA a statement of routine maintenance costs after completion of any routine maintenance work from time to time. MMHA shall reimburse Pope MMHA's share of such costs no later than thirty (30) days after receipt of the statement. Delinquent reimbursement obligations shall accrue interest at the rate of twelve (12) percent per annum. If Pope shall cause any extraordinary damage to the Roadway from the operation of logging trucks or any other use, then Pope shall be solely responsible for the cost of repairing such extraordinary damage.

- 6. Restoration of Damage. MMHA shall restore, in a timely manner, any damage to the Roadway caused by MMHA, the MMHA Lot Owners, or their respective agents, contractors, employees, guests, invitees, and subcontractors, in their maintenance, repair, replacement, or use of the Roadway, except damage caused by ordinary wear and tear for which the parties shall bear the cost of maintenance as described hereinabove.
- 7. Rules and Regulations. MMHA shall enforce and respect all safety and security rules and regulations of general applicability adopted by Pope, from time to time, relating to the use of the Roadway, including without limitation rules and regulations relating to the safety and security of the Roadway (for example, rules relating to vehicle speed limits and roadway gates). MMHA shall at no time construct a gate or block or otherwise restrict traffic anywhere along the Roadway without Pope's written permission.
- 8. Gate. Pope may maintain a locked gate within the Roadway to restrict access by the public. In such event, Pope shall provide a lock combination or key to MMHA. MMHA and its members shall keep the gate closed and locked at all times except for brief periods during the passage of authorized persons and vehicles or as directed by the Pope by written letter or signage at the gate.
- 9. Compliance with Laws. The parties shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to their maintenance, repair, replacement, and use of the Roadway and shall obtain any and all required governmental approvals and permits relating to the Roadway prior to their maintenance, repair, replacement, and use of the Roadway.
- 10. Assumption of Risk. Pope makes no warranty or representation as to the condition, safety, or suitability of the Roadway. MMHA, on behalf of itself and its agents, contractors, employees, guests, invitees, members, and subcontractors, expressly assumes all risks relating to use of the Roadway. MMHA understands and agrees that Pope would not make this Agreement without an express assumption of all risks by MMHA.
- 11. Indemnification of Pope. MMHA agrees to defend, indemnify, and hold Pope harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Pope arising out of or related to the maintenance, repair, replacement, or use of the Roadway by MMHA, the MMHA Lot Owners, and their respective agents, contractors, employees, guests, invitees, members, and subcontractors.
- 12. Fire Prevention. Pope, MMHA, the MMHA Lot Owners, and their respective agents, contractors, employees, guests, invitees, members, and subcontractors shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from the Pope Property and other real property owned by Pope.
- 13. No Liens. MMHA shall allow no liens to attach to the Pope Property, provided, however, that MMHA may contest any liens or claims of liens but must provide Pope a bond to secure the removal of any recorded claim of lien consistent with the requirements of RCW

60.04.161 within twenty-one (21) days after receipt of notice of the recorded claim of lien. In the event that a lien claim is recorded, MMHA shall not be in default of this provision so long as MMHA diligently and in good faith pursues the release or removal of the lien and has given Pope a bond sufficient to secure the removal of the lien within the time period described above. Pope shall allow no liens to attach to the MMHA Lots.

- 14. Real Estate Excise Taxes. MMHA shall pay any real estate excise taxes due in connection with the making of this Agreement.—Upon the execution of this Agreement, Pope and MMHA shall prepare and execute a complete and accurate real estate excise tax affidavit relating to this Agreement for filing with Skamania County, Washington, upon the recording of this Agreement.
- 15. Assignment. MMHA may not assign or delegate its rights and obligations under this Agreement. Upon the prior written request of Pope, MMHA covenants to extend to SLRA and its members the benefits of the Pope Easement as an easement appurtenant to ownership of lots and parcels within the SLRA subdivision, provided, however, that SLRA agrees to pay the same share as MMHA of the cost of maintaining the Roadway.
- 16. Benefits and Burdens. The burdens and benefits of the Lot Owner Easement, Pope Easement, and this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Pope, MMHA, the MMHA Lot Owners, and their permitted successors and assigns.
- 17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Pope:

Pope Resources 19245 Tenth Avenue N.E. Poulsbo, Washington 98370

Attn: Thomas M. Ringo Tel: 360-697-6626

Fax: 360-697-1156

If to MMHA:

Marble Mountain Homeowners Association P.O. Box 144
Cougar, Washington 98616

Tel: (360) 574-6808 Fax: (360) 687-9623 Each party shall make a reasonable effort to notify the other parties of any address change within thirty (30) days of said change.

- 18. Attorneys' Fees. If any party shall bring any action arising out of this Agreement, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, and such attorneys' fees shall be deemed to have accrued on the commencement of such action.
- 19. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.
- 20. Snow Plows. MMHA may plow snow from the Roadway at its sole expense. Snow will be removed in such as manner as to minimize disturbance to and erosion of the rock surfacing of the Roadway. Machinery equipped with a snow removal blade shall keep the snow removal blade a minimum of 2 inches above the Roadway surface. Snowplowing shall occur only on the traveled portion of the Roadway. Snow berms caused by snowplowing shall be broken or cut occasionally to allow surface water drainage in order to minimize erosion damage to the Roadway surface from snowmelt runoff. Vehicular travel may be restricted during periods where freezing and thawing may cause inordinate damage to the Roadway surface. The cost of repairing any damage from snowplowing of the Roadway shall be at the sole expense of the party conducting snow removal. An impassable snow barricade or other barricade shall be used to block wheeled vehicle traffic at the termination of the plowed portion of the Roadway, where wheeled vehicle traffic beyond the plowed portion thereafter becomes safe by the melting of snow or otherwise.
- 21. **Relocation.** Pope at any time and from time to time may at its option relocate the Lot Owner Easement area and Roadway to any other portion of the Pope Property selected by Pope, provided that Pope shall bear all costs of relocation. Upon Pope's request, MMHA shall execute and deliver to Pope an amendment to this Agreement to describe the relocated Lot Owner Easement area and Roadway.
- 22. Exclusions. MMHA shall have the right, exercisable at any time and from time to time, to exclude any MMHA Lot Owner and their agents, contractors, employees, guests, invitees, and subcontractors from use of the Lot Owner Easement if such MMHA Lot Owner is not a member of MMHA in good standing with all dues paid.

By Pope MGP, Inc., a Delaware corporation, its

General Partner

Thomas M. Ringo

Vice President and Chief Financial Officer

STATE OF WASHINGTON

) ss.

COUNTY OF KITSAP

On this 18th day of August , 2006, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THOMAS M. RINGO, to me known to be the Vice President and Chief Financial Officer of POPE MGP, Inc., a Delaware corporation, which is known to me to be the General Partner of POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP, the partnership that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first

above written.

WOTARY PUBLIC in and for the State of Washington, residing at Suquamish, WA

My commission expires May 20, 2010

Print Name Susan M. Graham-Schuyler



STATE OF WASHINGTON

execute the said instrument.

COUNTY OF CLARK

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first

above written.



Washington, residing at VancouverwA

My commission expires 5-28-2008

Print Name Linda V. Gil

EXHIBITS:

Legal Description of the Pope Property

В

Legal Description of the MMHA Lots C

EXHIBIT A

Legal Description of the Pope Property

Township 7 North, Range 5 East, Willamette Meridian, Skamania County, WA

Section 24: N½NE¼; SW¼NE¼; SE¼NW¼; SE¼SW¼.

Township 7 North, Range 6 East, Willamette Meridian, Skamania County, WA

Section 18: S½NE¼NE¼; SW¼NE¼; NW¼SE¼; E½SW¼.

Section 19: Government Lot 1; NE¼NW¼.

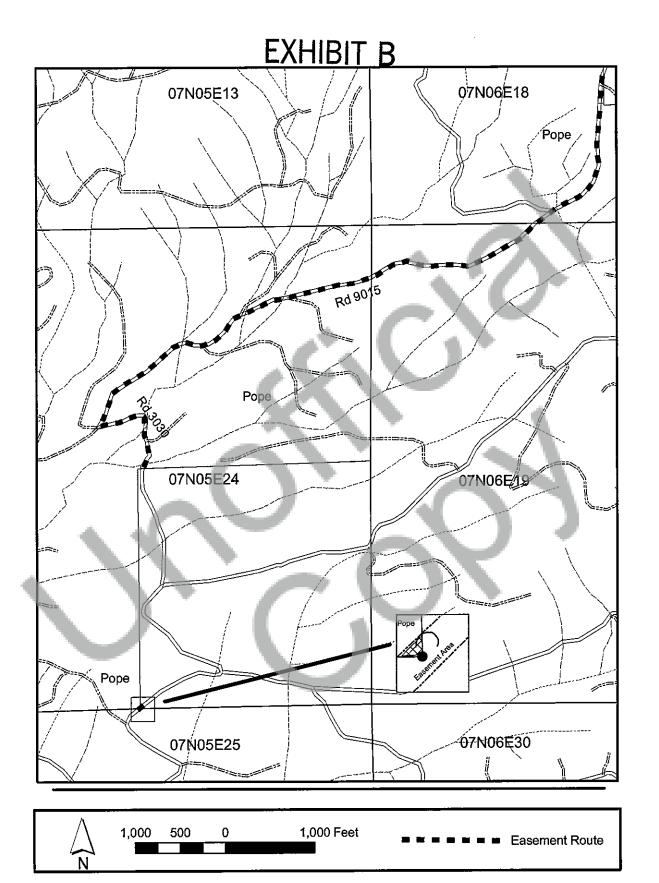


EXHIBIT "C"

Legal Description of the Marble Mountain Homeowners Association Lots

Davis, Sammy & Debra F., Husband & Wife - 07061840030100

Lot 1 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to Special Exceptions of record.

Moore, Marshall & Melba R., Husband & Wife - 07061840030200

Lot 2 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington.

Noble, Russell, as to undivided 10% & Noble, Harold R. & F. Roberta, as to undivided 90% as Trustees of Harold R. Noble and F. Roberta Noble Revocable Living Trust - 07061840030300

Lot 3 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Swartz, Doug - 07061840030400

Lot 4 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Burbank, Trenton D. & Toni J., Husband & Wife - 0706184030500

Lot 5 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Cox, John A. & Linda M., Husband & Wife - 07061840030600

Lot 6 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to conditions, covenants, restrictions, reservations, easements and agreements of record.

Yinger, John & Arlene, Husband & Wife - 07061840030700

Lots 7 & 8 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Bruley, Dean A. & Nancy A., Husband & Wife - 07061840030900

Lot 9 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

EASE 74M

Felts, Claude L. & Arlene H., Husband & Wife - 07061840031000

Lot 10 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Waterman, Verne A. - 07061840031100

Lot 11 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to all of the general and special exceptions of record.

Holtmann, John & Kerry, Husband & Wife - 07061840031200

Lot 12, of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington.

Bruley, Dean A. & Nancy A., Husband & Wife - 07061840031300; 07061840031400

Lot 13 & 14 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Archer Robert & Margaret, Husband & Wife - 07061840031500

Lot 15 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Moore, Thomas & Tera, Husband & Wife - 07061840030200

Lot 16 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Archer, Robert & Margaret, Husband & Wife - 07061840031700

Lot 17 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Pace, Melvin & Myrtis, Husband & Wife - 07061841031800

Lot 18, of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record, if any.

Johnston, Gilbert F., Jr., Lenora R., Husband & Wife - 07061840031900

Lot 19, of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Brown, Richard & Delores, Husband & Wife - 07061840032000

Lot 20 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Hayden, Michael R. & Brenda E., Husband & Wife - 07061840032100

Lot 21, of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Brooks, Robert & Teresa, Husband & Wife - 07061840030000

Lot 22 of the MARBLE MOUNTAIN RETREAT, according to the Plat thereof, recorded in Book 'B' of Plats, Page 5, in the County of Skamania, State of Washington. Subject to easements and restrictions of record.

Albert, Lawrence H. & Denise G., Husband & Wife - 07061840080100

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter, of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County Washington. Except the East 20 feet thereof same being reserved for use as a road and for utilities. Subject to covenants, conditions, restrictions and easements of record.

Anderson, Ronald Bart & Geraldine Joan Rose, Husband & Wife - 07061840040000

The North Half of the West Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East, W.M.

TOGETHER WITH a 40 foot easement, along an existing road known as Wilderness Road. ALSO SUBJECT TO restrictive covenants, as set forth in an instrument dated December 31, 1969, recorded December 31, 1969, Book 61 of Deeds, page 439, under Auditors File No. 71741, relating to building limitations, restrictions on the use of the premises and the keeping of animals.

Baker, Robert H. & Bobbie A., Husband & Wife, & Gregory, Clint, a single man - 07061841140000

The South Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

TOGETHER WITH an easement for an access road over and across the West 60 feet of the North Half of the Southwest of the Northeast Quarter of the said Section 18.

Beck, Loren & Oveta, Husband & Wife - 07061841030200

East Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East W.M. TOGETHER with and subject to a 60 foot easement for ingress and egress over and across the following described property. The center line of the 60 foot easement shall be as follows: Beginning at the center line of Forest Service Road N 71 and the South line of the North Half of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East, W.M., running easterly 80 feet East of the Southeast Quarter of the Northeast Quarter, Section 18, Township 7 North, Range 6 East, W.M.

Berry, Donald R. & Cheryl A., Husband & Wife & Haldeman, Timothy & Bonita M., Husband & Wife - 07061841090000

The Southwest Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

SUBJECT TO an easement for ingress and egress and utilities over and across the existing roads.

ALSO SUBJECT TO: Easement for roads, including the terms and provisions thereof, recorded in Book 36, page 61, Skamania County Deeds Records.

Easement for Roads, including the terms and provisions thereof, recorded January 14, 1953, in Book 36, page 124, Skamania County Deed Records. Said easement was assigned to International Paper, recorded June 16, 1958, in Book 45, Page 67, Skamania County Deed Records.

Bisping, Arnold Dean & Shirley, Husband & Wife - 07061841010100

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT to an easement for ingress and egress and utilities, over and across the existing roads.

Colbert, Edward A. & Darla D., Husband & Wife - 07061840040300; 07061840040100

Lots 1 & 2 of Short Plat recorded in Book 3 of Short Plats on Page 286. Records of Skamania County, Washington.

Cox, William James - 07061840070000

The East Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the W.M.

Cox, John Jay & Josephine Lorraine, Husband & Wife - 07061840060000

The West Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the W.M.

Cramer, Donald & Sally M. - 07061841120000

The West Half of the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the W.M., except the North 30 feet and the South 30 feet therefore reserved for road purposes.

Daugherty, Royce 07061840090000

The West Half of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter, and the East Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

Daugherty, Royce 07061840090000

The west half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (W ½, SW ¼, SE ¼, SE ¼) of Section 18 Township 7, Range 6 East of the Willamette Meridian.

DelGrosso, Byron & Marie, Husband & Wife - 07061841130000

The North Half of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington. EXCEPT Public Roads.

Feasey, Barry - 07061841010500

The Northwest Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East, of the W.M. SUBJECT TO and TOGETHER WITH easements for ingress, egress, and utilities over and across existing roads.

Funk, Stephen - 07061840110000

The East Half of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

The Southeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

Gwain Johnson - 0706184010000

The East Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (E ½, NE ¼, NE 1/2, SE ½) of Section 18, Township 7 North, Range 6 East of the Willamette Meridian.

Hodge, Dan & Leann, Husband & Wife - 07061841040100

A-Frame Cabin and Outbuildings (as is condition) located on the at property lying east of the Forest Service Road N 71 (015) in the North one Half of the Northwest one Quarter of the Southeast one Quarter of the Northeast one Quarter of Section 18, Township 7 North, Range 6 East, W.M. TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress and egress over and across the following described property. The center line of the 60 foot easement shall be as follows: Beginning at the center line of Forest Service Road N 71 (9015) and the South line of the North one Half of the Northwest one Quarter, Southeast one Quarter, Northeast one Quarter of Section 18 Township 7 North, Range 6 East, W.M., running easterly 80 feet east of the Southwest corner of the East one Half, Northwest one Quarter, Northeast one Quarter, Southeast one Quarter. Section 18, Township 7 North, Range 6 East, W.M.

Korhonen, Violet - 07061841030000

The Southwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT TO an easement 60 feet in width.

Leetch, Rodney & Leetch, Brian - 07061841050000

Parcel I:

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT TO easement for ingress and egress and utilities, over existing roads.

Parcel II:

The Northwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT TO easement for road purposes to other properties over and across the East 6 feet of said property.

ALSO SUBJECT TO an easement for ingress, and egress and utilities over and across the existing roads.

Leetch, Rodney - 07061841010200

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT TO an easement for ingress and egress and utilities over and across the existing roads.

McDonald, Mike, a single man & Ford, Judi L., a single woman - 07061841010000

The Southeast Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East, W.M. SUBJECT TO easements for ingress and egress and utilities over and across the existing roads.

Melton, Donald L. & Nancy E., Husband & Wife - 07061841010400

The Northeast Quarter of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East, W.M.

Rayburn, Robert H. & Loretta J., Husband & Wife - 07061840020000

The West Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East, of the Willamette Meridian, records of Skamania County, Washington. SUBJECT TO: Covenants, Conditions, Restrictions, and Easements of Record.

Reeves, Harry Danis - 07061840040200

The South Half of the West Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. Together with easements of arecord, being Log 2 of the H. Robert Cole Short Plat, as recorded in Book 2 of Short Plats, at page 60, under Auditor's File No. 86791, records of Skamania County, Washington.

Ritenburgh, David & Judith, Husband & Wife - 07061841040200

The South Half of the Northwest Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East, W.M., lying East of the Forest Service Road No. N.71. SUBJECT TO AND TOGETHER WITH an easement for ingress and egress and public utilities over and across the South 30 feet and the North 30 feet of the above property for other properties.

Stouder, Albert & Darlene, Husband & Wife - 07061841030100

The West Half of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range y East of the Willamette Meridian. Subject to and together with an easement of ingress, egress and public utilities, which the center line is described as follows:

Beginning a the point that is 80 feet east of the Southeast corner of the above described property and continues West to the Forest Service Road commonly known as N-71. N-61 is later identified as 9015 Road.

Vasser, William A. & Carol E., Husband & Wife - 07061841110000

The East Half of he Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington. EXCEPT the North 30 feet and the South 30 feet thereof, reserved for road purposes.

Wallace, Thomas D. & Patricia A., Husband & Wife - 07061840080200

The Southwest Quarter of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 18, Township 7 North, Range 6 East of the Willamette Meridian. SUBJECT TO an easement for ingress and egress and utilities over and across the East 14 feet of said property.

Also subject to an easement for ingress and egress and utilities over and across the existing roads.