

WHEN RECORDED RETURN TO:

Eugene P. Greer
11590 SW Ridgecrest Dr.
Beaverton, OR 97008

Doc # 2007168547
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Date: 12/20/2007 02:01P
Filed by: EUGENE P. GREER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$44.00

DOCUMENT TITLE**Item 2 – WMX and Greer Stipulation and Agreement****REFERENCE NUMBER(S)** of Documents assigned or released:

Please file document with title for recorded parcels noted below:

Parcel 1 – Book 172, Page 227, filed for Record in Skamania County WA Dec. 29, 1997

Parcel 2 – Book 214, Page 637, filed for record in Skamania County, WA Sept. 11, 2001

☒ Additional numbers on page 2 of document.

GRANTOR(S):

Ralph Huffman, Washougal motocross

☐ Additional names on page _____ of document.

GRANTEE(S):

Eugene and Suzanne Greer or assigns, runs with the land as stipulated in document

LEGAL DESCRIPTIONS (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Parcel 1 – The South half of the North 3/8 of the Southwest quarter of the Northwest quarter of Section 30, township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with an easement for access road over the south 15 feet of the north 1/2 of the north 3/8 of the southwest quarter of the northwest north 1/2 of the north 3/8 of the southwest quarter of the northwest quarter of Section 30, Township 2 North, Range 5 east of the Willamette Meridian, Skamania County, Washington

Parcel 2 – The North half of the North 3/8 of the Southwest quarter of the Northwest quarter of Section 30 Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with an easement for access road over the North 15 feet of the South 1/2 of the North 3/8 of the Southwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

TAX PARCEL NUMBER(S):

Parcel 1 – 02-05-30-0-0-0900

Parcel 2 – 02-05-30-0-0-0800

☒ Additional parcel numbers on page 2 of "Item 2 – WMX and Greer Stipulation and Agreement" document.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Item 2 - WMX and Greer
Stipulation And Agreement

item
#2

#2
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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

EUGENE GREER, an Oregon resident, and
JIM TASKA, a Washington resident,

Plaintiff,

vs.

CLARK COUNTY, a political subdivision of
the State of Washington; Washougal
Motocross, LLC, a Washington limited
liability corporation; MOSS & ASSOCIATES,
a Washington Corporation

Defendant

Case No.: 04 2 01084 9

STIPULATION AND AGREEMENT
BETWEEN WMX AND GREER

[Not to be filed with the Court]

THIS STIPULATION IS AN AGREEMENT between Washougal Motocross, LLC,
(hereinafter "WMX") and Eugene Greer.

WHEREAS, in an effort to settle the pending lawsuit, the parties wish to resolve this
controversy upon mutually beneficial terms.

WHEREAS, the parties agree to the following terms:

1. This Agreement is intended to be contemporaneous with and ancillary to a
stipulation between Clark County, WMX and Eugene Greer.

STIPULATION -- page 1

SELLERS LAW OFFICE
James L. Sellers, Attorney at Law
PO Box 61535, 415 East Mill Plain Blvd
Vancouver, WA 98666 360.695.0464

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Item 2 -
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+ Agreement

2. As consideration for this Agreement, Greer agrees to dismiss the lawsuit and participate in the stipulation between Clark County, WMX and Greer; WMX agrees to implement the below-mentioned limitations, and those specified in the above-mentioned stipulation with the parties and Clark County, limiting the operation of MX activities at the WMX site, which will apply to organized racing, practices, and associated activities, except as otherwise noted herein.

3. Noise from races and practice races that are conducted east of the most easterly creek on the Washougal MX property, as shown on Exhibit A of the contemporaneous stipulation, shall not exceed the permissible environmental noise levels specified in WAC 173-60-040, as measured at the house on the Greer Property, except during the once annual Nationals racing event and associated race activities in the week preceding (all of which are hereinafter referred to as "Nationals"). The Greer Property is legally described as follows:

(1) The property located at 22 Walker Lane, Washougal, Washington, Skamania County Assessor's tax parcel number: 2-5-30-900, further described as follows:

The south half of the north 3/8 of the southwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington

Together with an easement for access road over the south 15 feet of the North 1/2 of the north 3/8 of the southwest quarter of the northwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian.

(2) The property located at 21 Walker Lane, Washougal, Washington, Skamania County Assessor's tax parcel number: 02053000080000, further described as follows:

The north half of the north 3/8 of the southwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington

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and Agreement

The WMX property is legally described as follows: In Clark County, State of Washington, in Section 25, Township 2 North, Range 4 East of the Willamette Meridian, the following described property as identified, described and shown in the records of the Clark County Assessor by the following tax serial numbers: 141071000, 141072000, 141073000, 141075000, 141074000, 141053000, 141124000, 141123000, 141105000, 141083000, 141084000, 141085000, 141122000, 141086000, 141087000, 141088000, 141089000, 141090000, 141091000, 141092000, 141093000, 141094000, 141095000, 141096000, 141097000, 141098000, 141099000, 141100000, 141101000, 141102000, 141103000, 141104000.

4. WMX shall refrain from racing, practice races, or similar motorized activities organized or authorized by WMX on one weekend in each of the months of August and September of each year, and one weekend between June 15th and the last day of July in each year (for a total of three weekends annually). WMX shall give Greer 30 days written notice of each weekend on which there will be no races or practice races.

5. The limitations of this Agreement do not apply to Nationals.

6. Upon the entry of any order under this cause number that limits WMX in any manner contrary to the contemporaneous stipulation with Clark County, WMX and Greer, this Agreement shall become null and void.

7. This Agreement is intended to bind and inure to the benefit of the properties described above, shall be appurtenant to and run with the land, and shall be recorded in record of title immediately after entry of judgment in this matter.

8. This Agreement shall be enforced as a private action between WMX and Greer, but shall in no way be construed to operate as a waiver of any other action at law or equity.

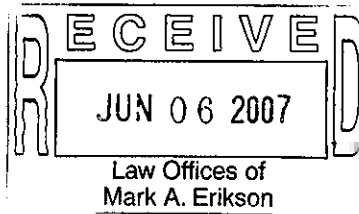
9. If a lawsuit, action or other legal proceeding is brought to interpret or enforce this Agreement, any judgment therein shall award the prevailing party all costs thereof, including but not limited to reasonable costs of investigation and attorney's and legal assistant's fees

1 (including, without limitation, such fees incurred in any appeal, arbitration or voluntary or
2 involuntary bankruptcy case).

3 WASHOUGAL MX:

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5 by: Ralph E Huffman

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7 Eugene P. Greer, Jr.
8 Eugene Greer



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