

When recorded return to:

Beane-Parsons LLC  
764 Valentine Avenue SE  
Pacific, WA 98047

502-30244

## STATUTORY WARRANTY DEED

### THE GRANTOR(S)

Saint Helens Property, LLC, a Washington Limited Liability Company

for and in consideration of Ten Dollars and Other Good and Valuable Consideration in hand paid, conveys, and warrants to

Beane-Parsons LLC

the following described real estate, situated in the County of Skamania, State of Washington:

SEE EXHIBIT A ATTACHED HERETO

Abbreviated Legal: Sec 19 T10N R5E

Grantor reserves the right to establish such easements across Grantee's property as are necessary to provide each tract withing the property described on Exhibit "D", legal access to the private roads as show n on Exhibit "B" to this deed and to build roads within such easements. The location of such easements shall be in the discretion of Grantor and shall be determined and recorded within nine months of the recording of this deed.

Subject to easements, covenants, conditions and restrictions shown on Exhibit "AA" as hereto attached and by this reference made a part hereof.

Planning Department - Exemption over  
20 acres approved by: mjm 5-20-08

Tax Parcel Number(s): Out of 10-05-00-0-0-2200-00<sup>65</sup>

Dated: May 13, 2008

Saint Helens Properties, LLC

BY: Kurt Erickson, Member

### REAL ESTATE EXCISE TAX

27601

MAY 20 2008

PAID 3827.20 + 747.00 + 4579.70

Vilker Chelland  
SKAMANIA COUNTY TREASURER

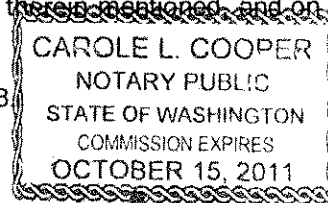
STATE OF Washington

COUNTY OF Skamania

On this day 19th of May, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Kurt Erickson to me known to be the Manager/Member respectively, of Saint Helens Property, LLC the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes ~~therein mentioned~~ and on oath stated that authorized to execute the said instrument.

Witness my hand and official seal, this the 19th day of May, 2008

Carole L Cooper  
Carole L Cooper Notary Public



My Commission Expires: 10/15/11

*me in ✓*

(SEAL)

Unofficial  
Copy

Exhibit A

PARCEL A:

TRACT 12  
LEGAL DESCRIPTION

THE NORTHEAST QUARTER, OF THE SOUTHWEST QUARTER, AND THE EAST HALF OF GOVERNMENT LOT 3, OF SECTION 19, TOWNSHIP 10 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, AS DETERMINED BY THE PUBLIC LAND SURVEY SYSTEM OF ALIQUOT PARTS:

I HEREBY CERTIFY THIS PARCEL CONTAINS MORE THAN 50 ACRES.



PARCEL B:

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR RESIDENTIAL AND RECREATIONAL INGRESS AND EGRESS, AND FOR BURIED ELECTRICAL AND/OR TELEPHONE LINES AS GRANTED AND FURTHER DEFINED IN DOCUMENT RECORDED 09/28/07 UNDER AUDITOR'S FILE NO. 3348399, RECORDS OF COWLITZ COUNTY, WASHINGTON, AND RECORDED 09/28/07 UNDER AUDITOR'S FILE NO. 2007167835, RECORDS OF SKAMANIA COUNTY, WASHINGTON, OVER THAT PORTION OF ROAD AS DEPICTED ON ROAD EASEMENT EXHIBIT AB ATTACHED HERETO.

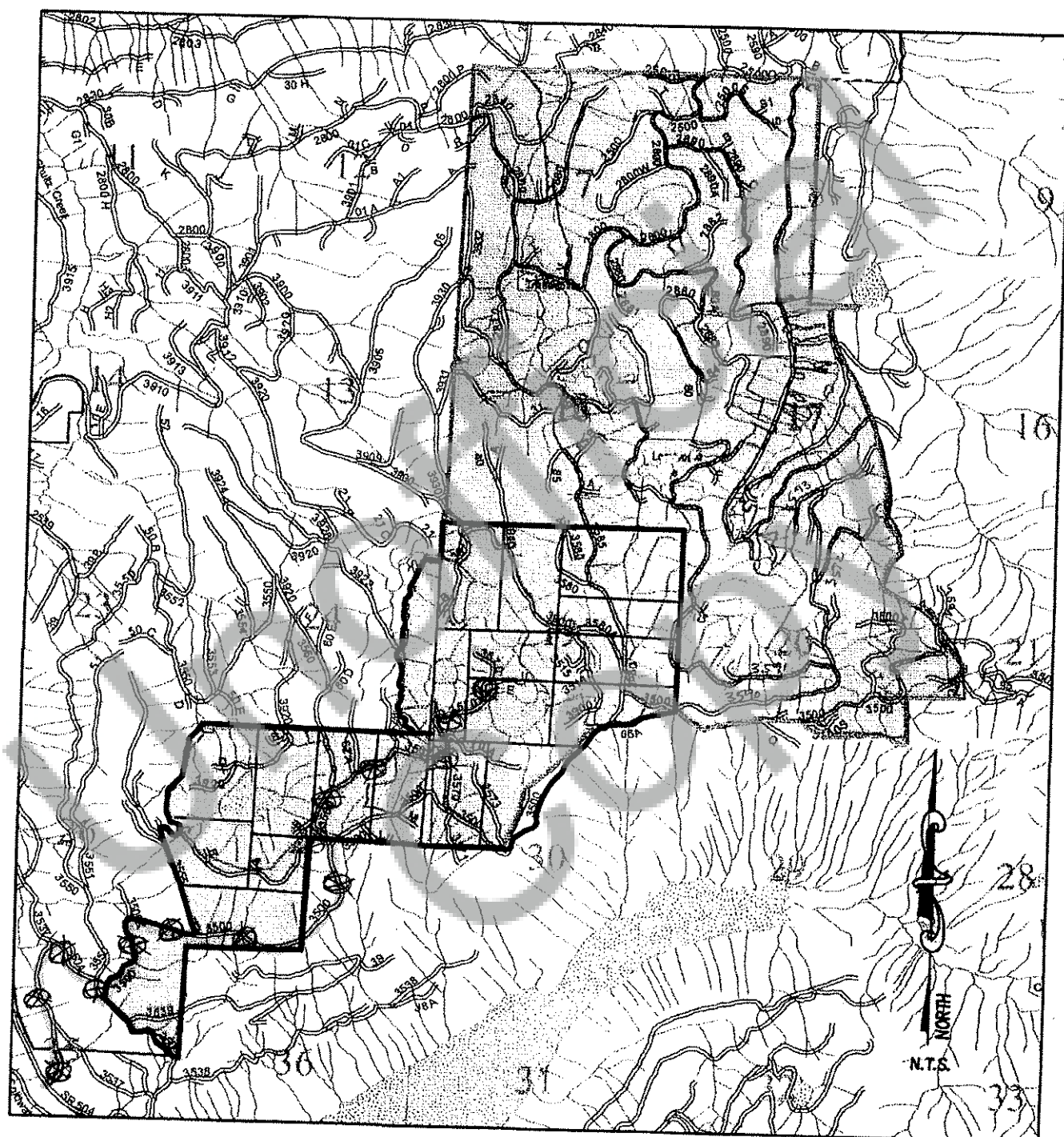
PARCEL C:

TOGETHER WITH AND SUBJECT TO A NON-EXCLUSIVE A 60 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND UNDER ALL ROADS AS DEPICTED ON ROAD EASEMENT EXHIBIT AB ATTACHED HERETO.

Skamania County Assessor  
Date 5/20/08 Parcel# 10-05-00-2200-00  
GS  
will be 10-05-00-0-0-2201-00

## Tract 12

**ROAD EASEMENT EXHIBIT AB**



**HIGH LAKES HBU**

## LEGEND

~~=====~~ PRIVATE ROAD

Exhibit AA

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the Creeks and Lakes, if it is navigable.

Any question that may arise due to shifting or change in the course of any creek located on said premises or due to the creek having shifted or changed its course.

Any questions that may arise due to shifting or change of the line of high water of Elk Lake or due to Elk Lake having shifted or changed its line of high water.

Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.

All Mineral and Geothermal Interest to the United States, including the terms and provisions thereof, recorded September 5, 1991 in Book 125, Page 326.

Reservations for Minerals, including the terms and provisions thereof, in favor of Northern Pacific Railway, recorded in Book 'S', Page 32. Also recorded in Book 31, Page 282.

Statement of Claim of Mineral Interest by Weyerhaeuser Company, including the terms and provisions thereof, as disclosed by instrument recorded June 5, 1966 in Book 101, Page 403. (Locations Unknown)

A reservation of Weyerhaeuser Company, by document recorded September 28, 2007 in Auditor File No. 2007167833, together with appurtenant rights to use the surface of the land.

Easement Exchange between Weyerhaeuser Company and St. Helens Property, LLC, including the terms and provisions thereof, recorded September 28, 2007 in Auditor File No. 2007167835.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded January 28, 2008 in Auditor File No. 2008168829.

Easements as shown by the attached map as drawn by Apex Engineering.

Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions, but omitting covenants or restrictions, if any, based upon race, color, religion, sex sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded April 11, 2008 in Auditor File No. 2008169547.

Partial Assignment of Reserved Road Easement Rights, including the terms and provisions thereof, recorded April 22, 2008 in Auditor File No. 2008169678.

WJM ✓

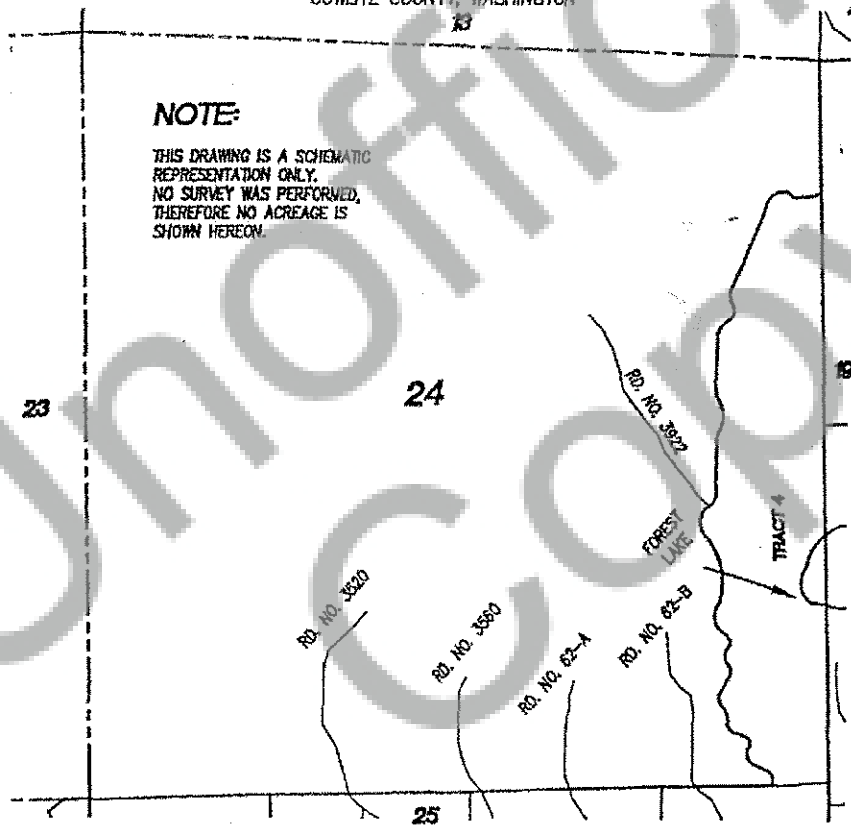


# EXHIBIT B ROAD EXHIBIT

A PORTION OF SECTION 24, TOWNSHIP 10N, RANGE 4E, W.M.,  
COWLITZ COUNTY, WASHINGTON

## NOTE:

THIS DRAWING IS A SCHEMATIC  
REPRESENTATION ONLY.  
NO SURVEY WAS PERFORMED,  
THEREFORE NO ACREAGE IS  
SHOWN HEREON.



APEX JOB NO. 30887



SCALE 1" = 1000'

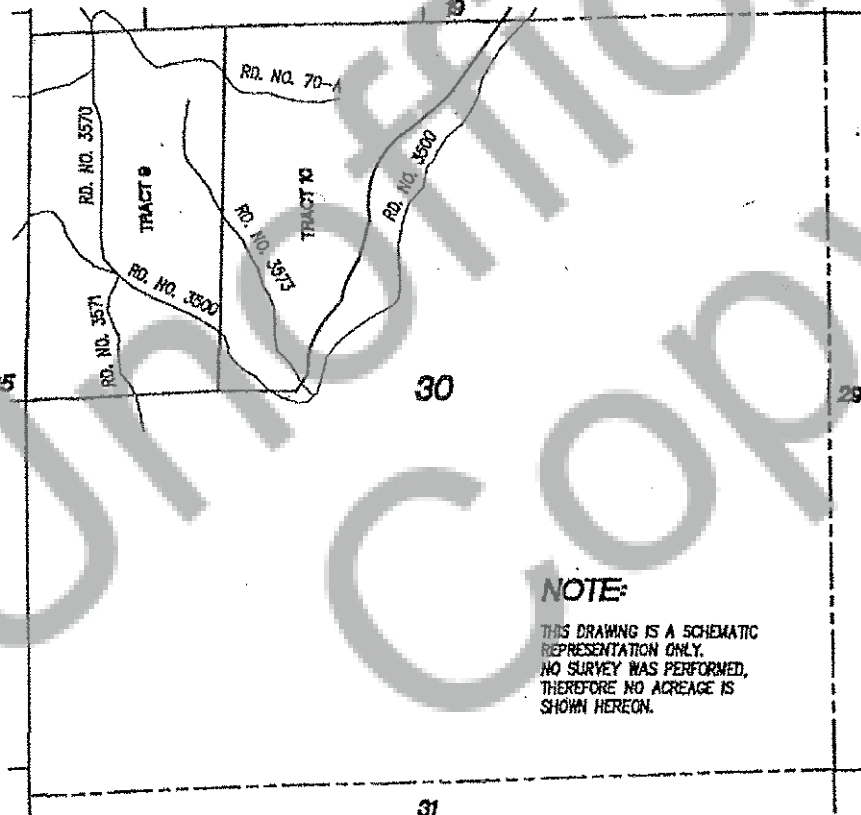
W.D.M.

# Apex Engineering

2801 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX: (253) 473-0599

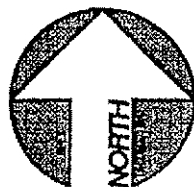
# EXHIBIT B ROAD EXHIBIT

A PORTION OF SECTION 30, TOWNSHIP 10N, RANGE 5E, W.M.,  
SKAMANIA COUNTY, WASHINGTON



## NOTE:

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REPRESENTATION ONLY.  
NO SURVEY WAS PERFORMED,  
THEREFORE NO ACREAGE IS  
SHOWN HEREON.



SCALE 1" = 1000'

mjm

APEX JOB NO. 30887

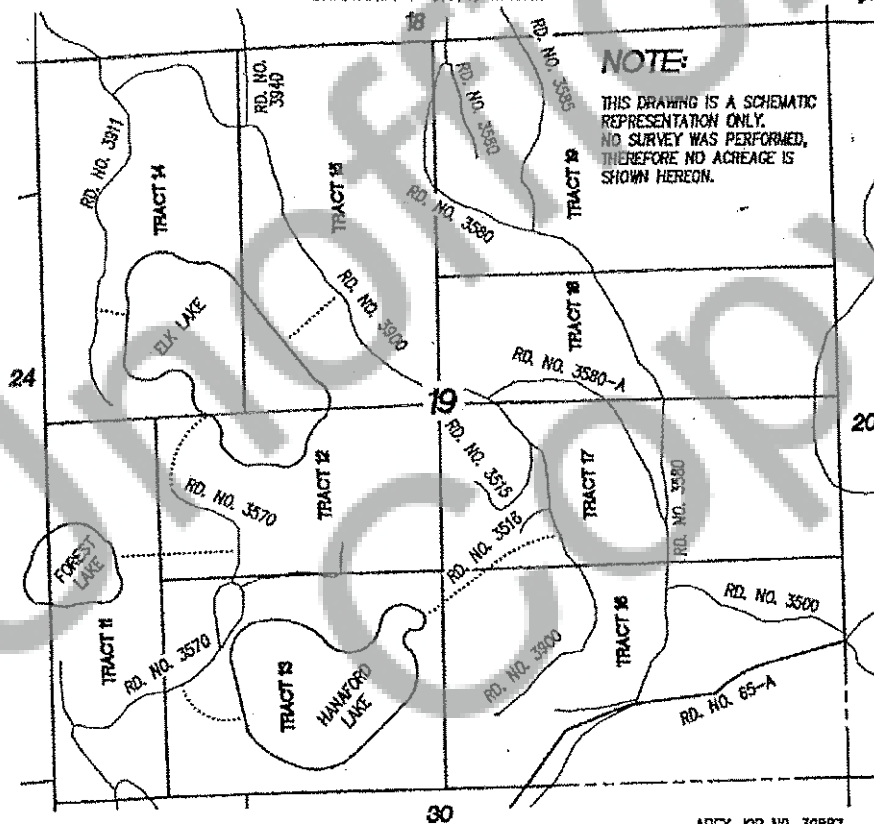
# Apex

Engineering

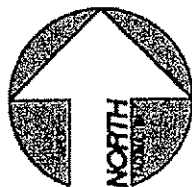
2601 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX: (253) 473-0599

## EXHIBIT B ROAD EXHIBIT

A PORTION OF SECTION 19, TOWNSHIP 10N, RANGE 5E, W.M.,  
SKAMANIA COUNTY, WASHINGTON



APEX JOB NO. 30887



SCALE 1" = 1000'

..... APPROX. LOCATION OF PEDESTRIAN EASEMENT

# Apex

Engineering

2601 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX (253) 473-0599



24

RD. NO. 3520

TRACT 8

RD. NO. 3520

FARM LAKE

TRACT 6

RD. NO. 3560

RD. NO. 62-A

RD. NO. 3582

TRACT 8

TRACT 7

RD. NO. 3580

RD. NO. 3500

25

TRACT 1

RD. NO. 3581

TRACT 2

TRACT 3

RD. NO. 3555

RD. NO. 3500

26

30

**NOTE:**  
THIS DRAWING IS A SCHEMATIC REPRESENTATION ONLY. NO SURVEY WAS PERFORMED, THEREFORE NO ACREAGE IS SHOWN HEREON.

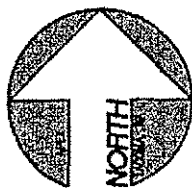
36

**NOTE:**

THIS DRAWING IS A SCHEMATIC  
REPRESENTATION ONLY.  
NO SURVEY WAS PERFORMED,  
THEREFORE NO ACREAGE IS  
SHOWN HEREON.

36

APEX JOB NO. 30887



APPROX. LOCATION OF PEDESTRIAN EASEMENT

**Apex**  
Engineering

2601 South 35th, Suite 200  
Tacoma, Washington 98409-7479  
(253) 473-4494 FAX: (253) 473-0599

**EXHIBIT C  
EASEMENT PROVISIONS  
TRACT 12**

THE AFOREDESCRIBED TRACT 12 BENEFITS FROM AND IS SUBJECT TO NON-EXCLUSIVE EASEMENTS FOR INGRESS, EGRESS AND UTILITIES OVER AND UNDER ALL ROADS SHOWN ON EXHIBIT B, ROAD EXHIBIT, ATTACHED HERETO AND BY THIS REFERENCE FULLY INCORPORATED. SUCH EASEMENTS ARE FOR THE BENEFIT OF ALL PROPERTY OWNERS OF TRACTS 1 THROUGH 19 INCLUSIVE AS SHOWN IN SAID EXHIBIT B.

SAINT HELENS PROPERTY L.L.C. RESERVES THE RIGHT TO USE SAID EASEMENTS FOR ALL USES THAT DO NOT MATERIALLY INTERFERE WITH THE RIGHTS GRANTED HEREIN. SAINT HELENS PROPERTY L.L.C. ALSO RESERVES THE RIGHT TO GRANT EASEMENTS OVER AND UNDER THESE ROADS TO OTHERS.

TRACT 12 IS SUBJECT TO PEDESTRIAN EASEMENTS, 20 FEET IN WIDTH EXTENDING FROM ROAD NO. 3570 TO FOREST LAKE AND FROM ROAD NO. 3570 TO ELK LAKE, SHOWN ON GRANTEE'S PROPERTY ON EXHIBIT B, ATTACHED HERETO, AND BY THIS REFERENCE FULLY INCORPORATED, WHICH EASEMENT SHALL BE FOR PEDESTRIAN PURPOSES ONLY WITHOUT USE OF ANY MOTORIZED VEHICLES AND SHALL BE 20 FEET WIDE CENTERED ON A TRAIL TO BE CONSTRUCTED BY GRANTOR AFTER CLOSING. GRANTOR RESERVES THE RIGHT TO RECORD AN AMENDED EASEMENT DOCUMENT DEPICTING THE AS-BUILT LOCATION OF SUCH EASEMENT TRAILS ON OR BEFORE OCTOBER 1, 2008. THIS EASEMENT SHALL BE FOR THE EXCLUSIVE USE BY THE OWNERS OF TRACTS 1 THROUGH 19 INCLUSIVE AS SHOWN ON EXHIBIT B AND OWNERS AND EMPLOYEES OF SAINT HELENS PROPERTY L.L.C.

TRACT 12 BENEFITS FROM AND IS SUBJECT TO AN EASEMENT BENEFITTING TRACTS 1 THROUGH 19 INCLUSIVE AS SHOWN ON EXHIBIT B ATTACHED TO THIS DEED FOR THE RECREATIONAL USE OF THE SURFACE OF ALL LAKES, AS SHOWN ON EXHIBIT B ATTACHED HERETO, WHICH EASEMENT SHALL NOT INCLUDE THE RIGHT TO USE ANY SHORELINE EXCEPT IN THE AREA FOR THE PEDESTRIAN EASEMENTS DENOMINATED HEREON.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS OF RECORD.

mjm

EXHIBIT D

Section 19, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United States of America by instrument recorded in Book 81, page 774.

Together with:

The fractional North half of Section 30, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United States of America by instrument recorded in Book 81, page 774.

Together with:

That portion of the East half of Section 24, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington described as follows, to wit:

Beginning at the Southeast corner of said Section 24; thence North, along the East line thereof, 4,225 feet, more or less, to the thread of the North Fork of Schultz Creek; being the Creek flowing Northwesterly out of Forest Lake; thence continuing North along said East line, 140 feet, more or less, to the thread of an unnamed creek; thence Southwesterly along the thread of said unnamed creek, to the thread of said North Fork of Schultz Creek; thence Westerly along the thread of said Creek to the intersection with the Northerly extension of the Easterly right-of-way line of Weyerhaeuser Road No. 3922; thence Southerly and Westerty to and along said Easterly and Southerly right-of-way line, to the intersection with the thread of an unnamed creek flowing Westerly and Northerly out of Elk Lake; Thence Southeasterly along the thread of said creek flowing out of Elk Lake 270 feet more or less to the intersection with the thread of an unnamed creek, thence South along the thread of said unnamed creek to the South line of said Section 24; thence East along said South line, to the point of beginning thereof.

Together with:

The North half and the Southwest quarter of Section 25, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington.

Except beginning at the Southwest corner of said Southwest quarter; thence North, along the West line thereof, to the South right-of-way line of Weyerhaeuser Road No. 3500, said point being the True Point of Beginning hereof; thence continuing North, along the West line of said Southwest quarter, to the intersection with the Northeasterly right-of-way line of Weyerhaeuser Road 3555, thence Southerly, along the Easterly right-of-way line of said Road 3555, to the North right-of-way line of said Road 3500;

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thence South to the South right-of-way line of said Road 3500; thence West, along the South right-of-way line of said Road 3500, to the True Point of Beginning hereof.

Together with:

That portion of the Southeast quarter of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said Southeast quarter, thence West along the South line thereof, to the intersection with the East right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Easterly, along the Easterly and Southerly right-of-way line of said Road No. 3500, to the East line of said Southeast quarter; thence South along said East line, to the point of beginning hereof.

Also that portion of the East half of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said East half; thence North, along the East line thereof, to the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, said point being the True Point of Beginning; thence Northerly, Easterly, and Southerly, along the Easterly and Southerly right-of-way line of said Road No. 3555 to the intersection with the Southerly right-of-way line of Weyerhaeuser Road No. 3561; thence Easterly, along the Southerly line of said Road No. 3561, to the intersection with the southerly prolongation of the West line of Weyerhaeuser Road No. 3561-C; thence North, along said prolongation and the West line of said Road No. 3561-C to the North road end thereof; thence Northwesterly, 165 feet, more or less, to the intersection of the center of a draw containing an unnamed Creek; thence Northerly along said draw and the thread of said unnamed Creek, to the intersection of the North line of said Section 26; thence East along the North line of said Section 26, to the Northeast corner thereof; thence South along the East line of said Section 26, to the Northeasterly right-of-way line of said Road No. 3555 and the True Point of Beginning hereof.

Together with:

That portion of the Northeast quarter of Section 35, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Northeast corner of the North half of said Section 35; thence South, along the East line of said North half, to the Southeast corner thereof; thence West, along the South line of said North half, to the intersection with the Easterly right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Westerly along the Easterly right-of-way line of said Road No. 3500, to the North line of said Section 35; thence East along said North line, to the point of beginning hereof.

msm

AFTER RECORDING MAIL TO:

FRED WAGNER  
4425 SOUTH ORCHARD ST.  
TACOMA, WA 98466

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#### EASEMENT MAINTENANCE AGREEMENT

This Easement Maintenance Agreement dated January 18, 2008 is executed for the purposes herein described.

WHEREAS the undersigned parties are the owners of the property described on Exhibit A, attached hereto, and by this reference fully incorporated (large parcel including Wagner property not burdened by easement).

WHEREAS each of the owners of the parcels of real property contained within the property described on Exhibit A has an easement across roads and across paths that access the lakes within the property described in Exhibit B and an easement to use the surface of the lakes within the property described in Exhibit B; and

WHEREAS the owners of all of the property described on Exhibit A desire to enter into an agreement to maintain and share the cost of maintenance of the roads, paths and lakes described in Exhibit B over which the property owners in the property described as Parcel A each have an easement; NOW, THEREFORE the parties agree as follows:

1. The cost of maintenance of the easement roads contained within Parcel B benefitting the real property described on Exhibit A and the cost of maintaining the paths contained in easements contained in Parcel B benefitting the properties described on Parcel A and the cost of maintaining the lakes contained in Parcel B over which the properties in Parcel A have easements for use of the lake surfaces, including stocking fish in said lakes, shall be borne pro rata among the owners of property contained within Parcel A, with each lot contained in Parcel A share of such maintenance.

2. All decisions regarding maintenance to be performed under this agreement shall be made by the lot owners owning a majority of the acreage of the property described in Exhibit A.

m j m

Any payment owed under the provisions of this agreement that is not paid within 90 days of notice of the obligation to a property owner shall bear interest at the rate of twelve percent (12%) per annum. In the event of legal action to collect sums due and owing under the provisions of this easement maintenance agreement, the prevailing party shall be entitled to reasonable attorney's fees.

DATED this 16<sup>TH</sup> <sup>May</sup> day of ~~January~~ <sup>2008</sup>, 2008.

|               |                     |
|---------------|---------------------|
| Lot <u>12</u> | <u>X</u> <u>Jul</u> |
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mm