

WHEN RECORDED RETURN TO:

JOAN MARIE GIFT
761 Butler Lp
Skamania WA 98648

DOCUMENT TITLE(S)
Easement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):
WA St. PK. Commission

☐ Additional names on page _____ of document.

GRANTEE(S): GRANTEE
Joan Marie Gift

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):
SECTION 35 TOWNSHIP 2 NORTH
RANGE 6 EAST

☒ Complete legal on page 16 of document.

TAX PARCEL NUMBER(S):
02-06-35-0-0-0301-00

☐ Additional parcel numbers on page _____ of 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.

REAL ESTATE EXCISE TAX

N/A

JUN 19 2008

PAID

N/A

Shirley Fabris Deputy
SKAMANIA COUNTY TREASURER

**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Rex Derr, Director**

**Beacon Rock State Park
Easement and Agreement # E641500GIF1**

THIS AGREEMENT is made this ____ day of _____, 2008, between the State of Washington, acting through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantor (hereafter "State") and **Joan Gift, a single individual**, (hereafter "Grantee").

AUTHORITY

State is acting under those authorities granted to State and described under RCW 79A.05.070 (05), and Washington State Parks and Recreation Commission action of November 30, 2006. The easement granted hereunder is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to observe and perform faithfully and fully (collectively, the "Agreement").

1.0 EASEMENT

- 1.1 Conveyance. State conveys to Grantee a non-exclusive, non-divisible easement for the purpose of Ingress/Egress and Utilities. This Access Easement is legally described as set forth in Exhibit A and located approximately as shown on Exhibit B (hereafter "Easement Area").
- 1.2 Term. This term of this easement shall be perpetual.
- 1.3 Appurtenant easement. The easement granted herein shall be deemed appurtenant to real property in Skamania County, Washington, located approximately as shown in Exhibit B and legally described as set for in Exhibit A, attached hereto and by this reference incorporated herein, and known as the Grantee access road, which serves the "Benefited Parcel". The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein.
- 1.4 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

- 2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area for ingress, egress and utilities ("Facilities" herein) subject to Grantee obtaining and at all times possessing all applicable federal, state and local permits and to serve only the Benefited Parcel. Grantee may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to paragraph 6.7 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.
- 2.2 Grantee's Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger the public or State's operations or facilities.

3.0 RESERVATIONS

- 3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including, but not limited to, the right to remove resources within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably interfere with Grantee's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantee's rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantee of such election.
- 3.2 Use of Area by State. Grantee has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of such facilities already existing; and (c) construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property, and State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State shall not be liable to Grantee for any increased cost to Grantee of maintenance, repair or replacement of its Facilities due to State's use and development of the property.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

- 4.1 Insurance. At its own expense, Grantee shall procure and maintain during the term of this Agreement, and require its contractors, subcontractors, or other permittees to procure and maintain while operating on the Easement Area, the insurance described below. All insurance shall be purchased on an occurrence basis, and be issued by a carrier admitted by the Insurance Commissioner to do business in the state of Washington.

Commercial General Liability. Insurance written under Insurance Services Office (ISO) Form CG0001 or its equivalent with minimum limits as set out below covering liability arising from premises, operations, independent contractors, personal injury, products completed and liability assumed under an insured contract. In the event that Grantee is self-insured, a letter shall be sent to State obligating Grantee's self-insurance fund to the herein stated responsibilities and said letter shall be signed by a person with appropriate authority to obligate Grantee.

General Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000

Business Auto Policy (BAP). Insurance written on an ISO CG0001 form or equivalent providing Bodily Injury and Property Damage Liability coverage for all owned, hired or non-owned vehicles assigned to, or used in, the performance of the contract for a combined single limit of not less than \$1,000,000 each occurrence.

Physical Property Damage Insurance. Insurance covering all real and personal property located on or constituting a part of the Easement Area in an amount equal to at least one hundred percent (100%) of the replacement value of all improvements on the Easement Area (regardless of ownership). Grantee may obtain such insurance on an "Agreed Value" basis. Such insurance may have commercially reasonable deductibles. Any co-insurance provisions of the policy will be endorsed to be eliminated or waived.

Employer's Liability ("Stop Gap") Insurance. The Grantee shall purchase and maintain Employer's Liability or "Stop Gap" Insurance to include liability coverage with limits not less than those specified below. The Grantee waives immunity under Title 51 RCW to the extent required by this clause. Insurance shall include liability coverage with limits not less than those specified below:

Each Employee	Policy Limit	
	<u>By Accident</u>	<u>By Disease</u>
Bodily Injury	\$1,000,000	\$1,000,000

Worker's Compensation Insurance. The State of Washington Worker's Compensation coverage, as applicable, with respect to any work by the Grantee's employees on or about the Easement Area and on any improvements.

Builder's Risk Insurance. Contingent liability and builder's risk insurance in an amount reasonably satisfactory to the State during construction, replacement, or material alteration of the Easement Area or improvements on the Easement Area. Coverage shall be in place until the work is completed and evidence of completion is provided to the State.

Environmental/Pollution Liability. Grantee shall purchase and maintain liability insurance to cover any environmental/pollution liability associated with the operation of the Facilities including, but not limited to, liability arising on account of water pollution or hazardous substances described herein. Such insurance shall include liability coverage with limits not less than those specified below:

General Aggregate Limit	\$2,000,000
Each Claim/Occurrence Limit	\$1,000,000

- 4.2 Terms of Insurance. The policies required under this section shall name the state of Washington, Parks and Recreation Commission, as an additional insured (except for state of Washington Worker's Compensation coverage). Grantee shall provide to State a certificate of insurance and, if requested, copies of policies, from the Grantee's insurer certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer shall give State thirty (30) days written notice prior to any cancellation or modification. State's receipt of such certificates or policies does not constitute approval by State of the terms of such policies. These notices shall be sent to State as required by Section 6.7, Notices and Submittals. The policies shall reference State's easement number.

Further, all insurance policies described in this section shall:

- a) Be written as primary policies not contributing with and not in excess of coverage that State may carry;
- b) Contain an express waiver of any right of subrogation by the insurance company against State and State's officials, employees, or agents;

- c) Expressly provide that the insurance proceeds of any loss shall be payable notwithstanding any act or negligence of Grantee which might otherwise result in a forfeiture of said insurance;
- d) Expressly provide that State shall not be required to give notice of accidents or claims for which State has no liability for premiums; and
- e) In regard to physical property damage and builder's risk coverage, expressly provide that all proceeds shall be paid jointly to State and Grantee.

If Grantee fails to procure and maintain the insurance described above, Grantee shall be in material breach of this Agreement. In case of breach, State, at its election, shall have the right, in addition to any other rights available hereunder or under law, to terminate this Agreement or to procure and maintain, at Grantee's expense, substitute insurance.

By requiring insurance herein, State does not represent that coverage and limits will be adequate to protect Grantee, and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to State under this agreement.

- 4.3 Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.
- 4.4 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

5.1 Plan of Development.. At least thirty (30) days prior to any development or the construction of any and all Facilities, Grantee shall submit a completed Plan of Development to State for its written approval and verification. State's approval will be contingent upon acceptance of the Plan of Development by the applicable authorities. No improvements will be placed on the Property without the prior written consent of State, which will not be unreasonably withheld. The Plan of Development shall include, without limitation, the following:

- a) Map showing areas to be developed, location of Facilities and location of utility and other easements;
- b) Land clearing, leveling and erosion control plans;
- c) Specific physical characteristics, technical specifications and components of Facilities;
- d) Schedule of completion dates for Facilities components; and
- e) Detailed description of activities to be conducted in the Easement Area.

No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

5.2 Timing and Duration. The speed limit within the park is 10 m.p.h. Pedestrians shall have right of way over vehicles at all times.

- 5.3 Temporary Closure for Cause. If at any time during the term of this Agreement Grantee damages State's property such that it interferes with normal operation of the park or causes excessive damage to natural resources, roads or other facilities, determined at the sole discretion of the State, State may close access to the park until Grantee remedies the situation to the satisfaction of the State. It is understood that there is no recourse against the State for any losses incurred during the shutdown.
- 5.4 Unauthorized Improvements. All improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination under paragraph 6.7 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State or at State's option, may be required to be removed by Grantee at Grantee's sole cost.
- 5.5 Timber and Vegetation Removal. No timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition, including but not limited to replacement of any such timber or vegetation to State's reasonable satisfaction.
- 5.6 Damage. Grantee, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.
- 5.7 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.

- 5.8 Response to an Emergency. Nothing contained herein shall prevent Grantee from responding to an emergency relating to the Facilities on the Easement Area, provided Grantee immediately provide written notice to State of said action.
- 5.9 Aerial Application. The aerial application of pesticides, insecticides and herbicides is prohibited.
- 5.10 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.
- 5.11 Appearance of the Property. Grantee shall keep the Easement Area in a neat, clean, sanitary and safe condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse and waste material so as not to constitute a nuisance, in adequately covered containers, which are not visible to the general public.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, and regulations in effect, both current and future, for the design, construction, maintenance, operation or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole expense.

In addition to compliance with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which State deems necessary for prevention and suppression of fire resulting from construction operations.

- 6.2 Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area shall immediately revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into.
- 6.3 Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability

for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.

- 6.4 Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month, or fraction thereof, until paid.
- 6.5 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce Grantee's obligations under the terms of this agreement, in addition to any other relief to which the State may be entitled, Grantee shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Thurston County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.
- 6.6 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Ph: (360) 902-8500
Fax: (360) 902-8840

If to Grantee:

Ms. Joan Gift
761 Butler Loop 0.89 Road
Skamania WA, 98648

With copy to:

Beacon Rock State Park
3841 State Rt 14
Skamania WA, 98648

Or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to file #E641500GIF1 in the subject line of the correspondence.

- 6.7 Breach or Default. If Grantee breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after Grantee has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, Grantee has not commenced such correction and thereafter continued same with reasonable diligence. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination will continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee shall not relieve Grantee of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or hereunder, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

- 6.8 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.
- 6.9 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing, executed by the parties hereto, and neither State nor Grantee shall be bound by verbal or implied agreements.
- 6.10 Discrimination. Grantee shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.
- 6.11 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting Grantee's use of the Easement Area.

Grantee understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.

- 6.12 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.
- 6.13 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement shall be construed as depriving State of the right to insist on strict performance of such provision or any other provision in the future. No waiver by State of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by State.
- 6.14 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee.. In addition to the remedies provided in this Agreement, State shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.
- 6.15 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.
- 6.16 State's Consent. Except in the case of assignment and purpose of the easement, State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.
- 6.17 Temporary Closure for Cause. If Grantee damages the Easement Area such that it interferes with the normal operation of the park (determined at State's discretion), State may close the park and/or restrict Grantee's access to the Easement Area until Grantee remedies the situation to State's satisfaction. Grantee understands it shall have no recourse against State for any losses incurred during such the shutdown or restriction.
- 6.18 Recording. Upon full execution, Grantee shall promptly record this Agreement in Skamania County and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By

Name

Title

Joan Marie Gift
JOANMARIE GIFT

**WASHINGTON STATE PARKS AND
RECREATION COMMISSION**

By

Larry Fairleigh
Larry Fairleigh, Assistant Director
Under Commission delegated authority of
2004-43.

Approved as to form only:

ROB MCKENNA
Attorney General

By /s/Mark Schumock 8/28/2003
MARK SCHUMOCK
Assistant Attorney General

GRANTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)

County of _____) ss.
_____)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joan Marie Gift to me known to be the individual who executed the foregoing document and acknowledged to me that she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 20th day of May, 2008.

Pamela K. Bell

Notary Public in and for the State of Washington

residing at Carson

My commission expires 1-9-2012

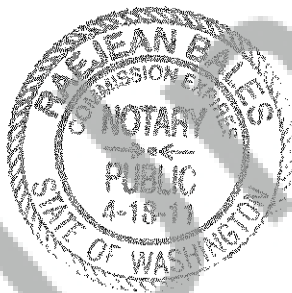


WASHINGTON STATE PARKS & RECREATION COMMISSION ACKNOWLEDGMENT

[illegible]

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Fairleigh to me known to be the Assist. Director of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, 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 this 9th day of May, 2008



Notary Public in and for the State of Washington
residing at Turner

My commission expires 4-18-2011

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, as illustrated in "B".

Unofficial
Copy

EXHIBIT B

MAP OF EASEMENT AREA

