

AFTER RECORDING RETURN TO:

Pope Resources
Attn: Land Records
19245 Tenth Avenue NE
Poulsbo, WA 98370

REAL ESTATE EXCISE TAX

28245

SEP 29 2009

PAID

420.49

Vickie Chelland
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT

Grantors: Gerald Sauer and Mary Sauer
David Creagan and Brenda Creagan
Bradley S. Thomas (a/k/a Brad Thomas) and Laurie A. Thomas

Grantee: POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP

Abbreviated Legal Description: Ptn of the North half of Sec 26 and the SE 1/4 of the SW 1/4 of Sec 23, T 7 N, R 5 E., W.M.

Complete legal descriptions are at Exhibits A and B (pages 12 to 22) of document.

Assessor's Property Tax Parcel Account Numbers: 07-05-26-0-0-0800-00; 07-05-26-0-0-0802-00; 07-05-26-0-0-0803-00; 07-05-26-0-0-0600-00; 07-05-26-0-0-0601-00; 07-05-26-0-0-0602-00; 07-05-26-0-0-0603-00; 07-05-26-0-0-0700-00; 07-05-26-0-0-0701-00; 07-05-26-0-0-0702-00; 07-05-26-0-0-0703-00; 07-05-26-0-0-0500-00; 07-05-26-0-0-0501-00

Reference Numbers of Assigned or Released Documents: None.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of this ____ day of March, 2009, by Gerald Sauer and Mary Sauer, husband and wife; David Creagan and Brenda Creagan, husband and wife; and Bradley S. Thomas (a/k/a Brad Thomas) and Laurie A. Thomas, husband and wife (collectively, "Grantors"), and POPE RESOURCES, A DELAWARE LIMITED PARTNERSHIP("Grantee").

RECITALS

- A. Grantors are the owners of real property situated in Skamania County, Washington, legally described on Exhibit A attached hereto ("Grantor's Property").
- B. Grantee is the owner of real property situated in Skamania County, Washington, legally described on Exhibit B attached hereto ("Grantee's Property").
- C. Grantor and Grantee desire to create an easement upon a portion of Grantor's Property for the benefit of Grantee's Property, subject to the terms and conditions set forth herein.

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

1. **Facilities Easement.** Grantor does hereby convey and warrant to Grantee a perpetual nonexclusive easement (the "Easement") across, in, through, under, over, and upon that portion of Grantor's Property legally described on Exhibit C attached hereto (the "Easement Area") for the construction, installation, maintenance, repair, replacement, and use of a paved or unpaved roadway and pedestrian walkway for ingress and egress, above ground or underground utility lines and appurtenant facilities, surface and subsurface storm water collection, conveyance, detention, retention, and other storm water facilities, fencing, landscaping, lighting, and appurtenant facilities (collectively, the "Facilities"). The Easement expressly includes without limitation the right of Grantee to haul timber, rock, and other valuable surface and subsurface materials across the property of Grantor. In the event of any disagreement regarding the exact location of the Easement Area, such location shall be determined by Grantee in its sole discretion, provided that such location shall be as consistent with the description of the Easement Area set forth on Exhibit C attached hereto as is reasonably practicable.

2. **Temporary Construction Easement.** Grantor does hereby convey and warrant to Grantee a perpetual nonexclusive easement (the "Construction Easement") across, in, through, under, and upon the remainder of Grantor's Property for Facility construction work from time to time, including ingress and egress, delivery and temporary storage of construction materials, and operation of construction equipment, during temporary periods of construction, installation, maintenance, repair, and replacement of the Facilities.

3. **Alterations and Improvements.** Grantee and Grantor each shall have the option to construct, improve, install, maintain, repair, and replace the Facilities from time to time. If either Grantee or Grantor shall improve the Facilities, beyond ordinary Maintenance as described below, then such party shall do so at its sole cost except to the extent that the other party or any third party may either agree in writing or otherwise be legally bound to contribute a fair share of such cost.

4. **Maintenance.**

a. **Easement Area Part 1 (Currently Paved).** This subparagraph applies only to that portion of the Easement Area and Facilities located within "Part 1" of the Easement Area as legally described on Exhibit C attached hereto and as graphically depicted as "Easement Area Part 1" on Exhibit D attached hereto. Grantee and Grantor, together with each other user of the roadway and storm water Facilities, shall bear a fair share (the "Share") of the costs incurred by any other user in the reasonably necessary maintenance, repair, and replacement (collectively, "Maintenance") of the roadway and storm water Facilities to the extent required to restore it against ordinary wear and tear. The Share may be determined in a reasonable manner and shall be based upon the relative contributions of Grantee, Grantor, and other users to the ordinary wear and tear of the roadway and storm water Facilities, which may be measured by estimated relative vehicle trips as to the roadway Facilities and by estimated relative volumes of storm water discharge as to the storm water Facilities during the preceding three (3) year period, but which shall not be measured by the relative land areas owned by Grantee, Grantor, and other users. If any user shall cause any extraordinary damage to the roadway Facilities, then such user shall repair the damage at its sole cost.

b. **Easement Area Part 2 (Currently Unpaved).** This subparagraph applies only to that portion of the Easement Area and Facilities located within "Part 2" of the Easement Area as legally described on Exhibit C attached hereto and as graphically depicted as "Easement Area Part 2" on Exhibit D attached hereto. Grantee, together with each other user of the roadway and storm water Facilities, but not including Grantor as long as Grantor is not an actual user of the roadway and storm water Facilities, shall bear a fair share (the "Share") of the costs incurred by any other user in the reasonably necessary maintenance, repair, and replacement (collectively, "Maintenance") of the roadway and storm water Facilities to the extent required to restore it against ordinary wear and tear. The Share may be determined in a reasonable manner and shall be based upon the relative contributions of Grantee and other users to the ordinary wear and tear of the roadway and storm water Facilities, which may be measured by estimated relative

vehicle trips as to the roadway Facilities and by estimated relative volumes of storm water discharge as to the storm water Facilities during the preceding three (3) year period, but which shall not be measured by the relative land areas owned by Grantee and other users.

If any user shall cause any extraordinary damage to the roadway Facilities, then such user shall repair the damage at its sole cost.

5. **Compliance with Laws.** Grantee at its sole expense shall comply with all applicable governmental codes, laws, orders, ordinances, regulations, and statutes relating to the construction, installation, maintenance, repair, replacement, and use of the Easement Area and Facilities. Grantee at its sole expense shall obtain any and all required governmental approvals and permits relating to the Easement Area and Facilities prior to the construction, installation, maintenance, repair, replacement, and use of the Easement Area and Facilities.

6. **Indemnification.** Grantee agrees to defend, indemnify, and hold Grantor 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 Grantor arising out of or related to Grantee's negligence or intentional misconduct in the construction, installation, maintenance, repair, replacement, or use of the Easement Area and Facilities except to the extent attributable to the negligence or intentional misconduct of Grantor, its agents, contractors, employees, guests, invitees, and subcontractors.

7. **Restoration.** Grantee shall restore timely any damage to Grantor's Property caused by Grantee, its agents, contractors, employees, guests, and invitees in their construction, installation, maintenance, repair, replacement, or use of the Facilities.

8. **Assignment and Subdivision.** Grantee may partially or wholly assign its rights and obligations under the Easement and this Agreement, so that the Easement and this Agreement benefit additional real property and persons, and Grantee may convey those portions of the Facilities comprising utility facilities to any public or private utility service provider. Grantee may subdivide Grantee's Property into any number of lots. Notwithstanding any such assignment or subdivision, the Easement and Construction Easement and this Agreement shall benefit Grantee's Property in perpetuity.

9. **Drawing.** The Easement Area and Construction Easement Area are shown generally on the drawing attached hereto as Exhibit D.

10. **No Conflict with Encumbrances.** Grantor represents and warrants to Grantee that, as of the date of this Agreement, Grantor's Property is subject to no mortgages, deeds of trust, liens, or other encumbrances under which the interest of Grantee under this Agreement might be foreclosed or terminated, and that Grantor's Property is subject to no other encumbrances with which the exercise by Grantee of its rights under this Agreement would conflict, except as to Grantor's lender who has consented to the making of this Agreement as provided below.

11. **Real Estate Excise Taxes.** Grantee shall pay any real estate excise taxes due in

connection with the making of this Agreement. Upon the execution of this Agreement, Grantor and Grantee 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.

12. **Attorneys Fees and Costs.** If Grantor or Grantee 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.

13. **Benefits and Burdens.** The real property benefited by the Easement and Construction Easement is Grantee's Property, and the real property burdened by the Easement and Construction Easement is Grantor's Property. The burdens and benefits of the Easement and Construction Easement 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 Grantor, Grantee, their successors and assigns.

14. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered, sent by certified mail return receipt requested, or sent by overnight carrier to the following addresses:

If to Grantor, to:

Sauer, Creagan, Thomas
1805 Howard Way
Woodland, WA 98674

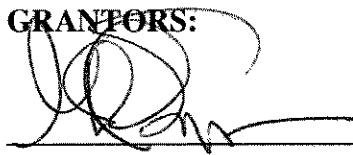
If to Grantee, to:

Pope Resources
 19245 Tenth Avenue NE
 Poulsbo, WA 98370
 Attn: President

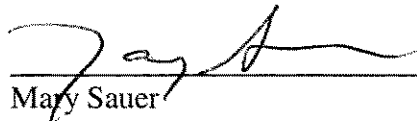
15. **General.** This Agreement shall be recorded in the real property records of Skamania County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.

IN WITNESS WHEREOF, the parties hereby set their hands.

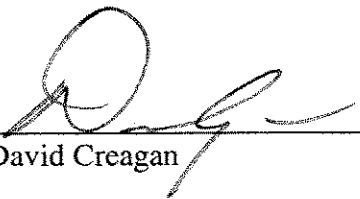
GRANTORS:

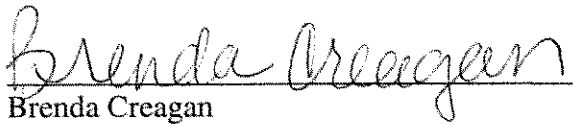


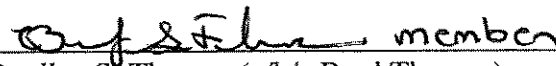
Gerald Sauer

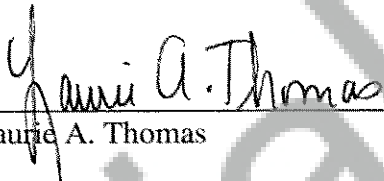


Mary Sauer


 David Creagan

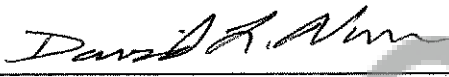

 Brenda Creagan


 Bradley S. Thomas (a/k/a Brad Thomas)


 Laurie A. Thomas

GRANTEE:

POPE RESOURCES, A DELAWARE
 LIMITED PARTNERSHIP
 By POPE MGP, INC., a Delaware corporation,
 its managing general partner

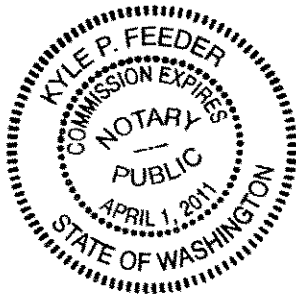

 By: David L. Nunes
 Its: President and Chief Executive Officer
 Date: September 18, 2009

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this 10TH day of ~~March~~ ^{APRIL}, 2009, before me, a Notary Public in and for the State of Washington, personally appeared GERALD SAUER and MARY SAUER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


 Kyle Freese



NOTARY PUBLIC in and for the State of

Washington, residing at CANAS

My appointment expires 4-1-11

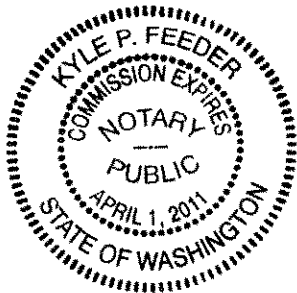
Print Name KYLE FEEDER

Unofficial
Copy

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLATSOP)

On this 10TH day of ~~March~~ ^{APRIL}, 2009, before me, a Notary Public in and for the State of Washington, personally appeared DAVID CREAGAN and BRENDA CREAGAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

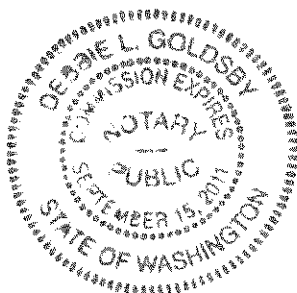


Kyle Feeder
 NOTARY PUBLIC in and for the State of
 Washington, residing at CANAS
 My appointment expires 4-1-11
 Print Name KYLE FEEDER

STATE OF WASHINGTON)
) ss.
 COUNTY OF Clark)

On this 9th day of March, 2009, before me, a Notary Public in and for the State of Washington, personally appeared BRADLEY S. THOMAS (a/k/a BRAD THOMAS) and LAURIE A. THOMAS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed this instrument and acknowledged it to be their free and voluntary acts and deeds for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

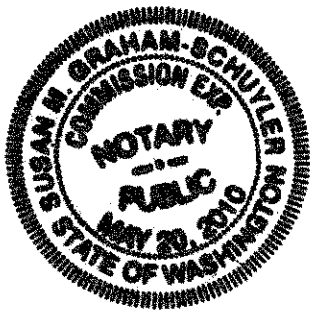


Debbie L. Goldsby
 NOTARY PUBLIC in and for the State of
 Washington, residing at Vancouver
 My appointment expires 9-15-2011
 Print Name Debbie L. Goldsby

STATE OF WASHINGTON)
) ss.
COUNTY OF KITSAP)

On this 18th day of September, 2009, before me, a Notary Public in and for the State of Washington, personally appeared DAVID L. NUNES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the PRESIDENT and CHIEF EXECUTIVE OFFICER of POPE MGP, INC., the managing general partner of POPE RESOURCES, to be the free and voluntary act and deed of said corporation and partnership for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Lucas M. Abraham Schuyler

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

My appointment expires May 20, 2010

Print Name Susan M. Graham-Schuyler

LENDER'S CONSENT

The undersigned lender hereby consents to and approves of the making of the foregoing Agreement and agrees that it shall not foreclose or otherwise impair the Agreement or the Easement described therein in the event of foreclosure of its lien against Grantor's Property.

NAME OF LENDER: Riverview Community Bank

By: [Signature]
 Print Name: Dan Cox
 Its: Vice President
 Date: 4/10/09

STATE OF Washington)
) ss
 COUNTY OF Clark)

On this 10th day of April, 2009, before me, a Notary Public in and for the State of Washington, personally appeared Dan Cox, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Vice President of Riverview Community Bank to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

TERESA L. BAKER
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 MARCH 15, 2012

Teresa L. Baker
 NOTARY PUBLIC in and for the State of
 Washington, residing at Battle Ground, WA
 My appointment expires March 15, 2012
 Print Name Teresa L. Baker

EXHIBITS:

- A - Description of Grantor's Property
- B - Description of Grantee's Property
- C - Description of Easement Area
- D - Drawing

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EXHIBIT A

Tax parcel numbers: 07-05-26-0-0-0800-00; 07-05-26-0-0-0802-00; 07-05-26-0-0-0803-00

Sauer Parcel formerly Lot 3 of DAC Short Plat recorded under Auditor file number 2007167889, County of Skamania, State of Washington more particularly described as follows:

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of Section 23, and in a portion of the Northwest quarter of the Northwest quarter and in the Northeast quarter of the Northeast quarter of Section 26, all in Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:

Beginning at the Southeast corner of said Southwest quarter of Section 23;
 Thence South $88^{\circ}53'35''$ East, along the North line of said Northeast quarter of Section 26, for a distance of 153.87 feet;
 Thence South $00^{\circ}21'04''$ West for a distance of 195.78 feet;
 Thence North $88^{\circ}47'42''$ West for a distance of 153.87 feet to a point on the East line of said Southwest quarter of Section 23;
 Thence North $88^{\circ}04'15''$ West for a distance of 193.16 feet;
 Thence North $01^{\circ}39'24''$ East for a distance of 508.67 feet;
 Thence South $57^{\circ}32'50''$ East for a distance of 0.94 feet to a point on the centerline of that certain 60 feet wide ingress and egress easement as recorded under Auditor's file number 2007166227, records of Skamania County, Washington;
 Thence along said centerline, along the arc of a 100.00 foot radius, non-tangent curve to the left, for an arc distance of 26.57 feet, through a central angle of $15^{\circ}13'26''$, the radius of which bears North $13^{\circ}07'13''$ West, the long chord of which bears North $69^{\circ}16'04''$ East for a chord distance of 26.49 feet;
 Thence North $61^{\circ}39'22''$ East for a distance of 34.59 feet;
 Thence along the arc of a 100.00 foot radius, tangent curve to the left, for an arc distance of 142.73 feet, through a central angle of $81^{\circ}46'34''$, the radius of which bears North $28^{\circ}20'38''$ West, the long chord of which bears North $20^{\circ}46'04''$ East for a chord distance of 130.92 feet;
 Thence North $20^{\circ}07'13''$ West for a distance of 97.40 feet;
 Thence leaving said centerline, North $05^{\circ}38'07''$ East for a distance of 101.92 feet;
 Thence South $88^{\circ}11'11''$ East for a distance of 114.64 feet;
 Thence North $01^{\circ}39'24''$ East for a distance of 150.00 feet;
 Thence North $88^{\circ}11'11''$ West for a distance of 397.72 feet to a point on the centerline of that certain 66 feet wide ingress and egress easement, as recorded under Auditor's file number 2007166227, records of Skamania County, Washington;
 Thence along said centerline, South $23^{\circ}50'59''$ West for a distance of 161.82 feet;
 Thence leaving said centerline, North $88^{\circ}11'11''$ West for a distance of 833.04 feet to a point on the West line of said Southeast quarter of the Southwest quarter of Section 23;
 Thence North $01^{\circ}31'49''$ East along the West line of said Southeast quarter, for a distance of 670.11 feet to a point on the North line of said Southeast quarter of the Southwest quarter;
 Thence South $88^{\circ}18'07''$ East, along said North line of said Southeast quarter of the Southwest quarter for a distance of 859.43 feet to the Northwest corner of Lot 1 of the "GTS" Short Plat,

according to the plat thereof recorded under Auditor's file number 2007167891, records of Skamania County, Washington;

Thence along the West line of said Lot 1, along the arc of a 289.00 radius, non-tangent curve to the right, for an arc distance of 431.49 feet, through a central angle of $85^{\circ}32'43''$, the radius of which bears South $28^{\circ}39'23''$ West, the long chord of which bears South $18^{\circ}34'16''$ East for a chord distance of 392.51 feet;

Thence South $24^{\circ}12'06''$ West for a distance of 4.22 feet to the Southwest corner of said Lot 1,

Thence South $88^{\circ}11'11''$ East, along the South line of said Lot 1, for a distance of 304.83 feet to a point on said East line of the Southeast quarter of the Southwest quarter of Section 23;

Thence South $01^{\circ}39'24''$ West, along said East line, for a distance of 956.53 feet to the POINT OF BEGINNING.

Sauer Parcel formerly a portion of Lot 4 of the "DAC" Short Plat recorded under Auditor's file number 2007167889, County of Skamania, State of Washington and more particularly described as follows:

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington:

Beginning at the Southeast corner of said Northwest quarter of Section 23;

Thence North $01^{\circ}39'24''$ East, along the East line of said Southwest quarter, for a distance of 806.53 feet;

Thence North $88^{\circ}11'11''$ West, for a distance of 175.87 feet, to the true point of beginning;

Thence South $16^{\circ}34'14''$ West, for a distance of 53.91 feet;

Thence South $24^{\circ}59'46''$ West, for a distance of 381.33 feet, to a point on the North line of that certain 60 foot wide ingress & egress easement recorded under Auditors file number 2007166227, records of Skamania County, Washington;

Thence along said North easement line, North $57^{\circ}32'50''$ West, for a distance of 106.61 feet;

Thence along the arc of a 130.00 foot radius, tangent curve to the left, for an arc distance of 212.80 feet, through a central angle of $93^{\circ}47'22''$, the radius of which bears South $32^{\circ}27'10''$ West, the long chord of which bears South $75^{\circ}33'29''$ West for a chord distance of 189.83 feet to a point on the centerline of a 66' wide ingress & egress easement, recorded under Auditor's file number 2007166227;

Thence along the centerline of said easement the following courses; North $05^{\circ}05'40''$ East, for a distance of 71.46 feet;

Thence North $51^{\circ}57'55''$ East, for a distance of 88.85 feet;

Thence North $38^{\circ}01'53''$ East for a distance of 106.18 feet;

Thence North $23^{\circ}50'59''$ East, for a distance of 202.31 feet;

Thence South $88^{\circ}11'11''$ East, for a distance of 226.86 feet, to the True Point of Beginning.

Sauer Parcel formerly a portion of Lot 4 of the "DAC" Short Plat recorded under Auditor's file number 2007167889, County of Skamania, State of Washington and more particularly described as follows:

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington

described as follows:

Beginning at the Southeast corner of said Northwest quarter of Section 23;

Thence North $01^{\circ}39'24''$ East, along the East line of said Southwest quarter, for a distance of 806.53 feet;

Thence North $88^{\circ}11'11''$ West, for a distance of 5.00 feet to the True Point of Beginning;

Thence South $01^{\circ}39'24''$ West, for a distance of 150.00 feet;

Thence North $88^{\circ}11'11''$ West, for a distance of 114.64 feet;

Thence South $05^{\circ}38'07''$ West for a distance of 101.92 feet to a point on the centerline of that certain 60 foot wide ingress & egress easement, recorded under Auditors file number

2007166227, records of Skamania County, Washington;

Thence along said centerline the following courses;

South $20^{\circ}07'13''$ East for a distance of 97.40 feet;

Thence along the arc of a 100.00 foot radius, tangent curve to the right, for an arc distance of 142.73 feet, through a central angle of $81^{\circ}46'34''$ the radius of which bears South $69^{\circ}52'47''$

West, the long chord of which bears South $20^{\circ}46'04''$ West for a chord distance of 130.92 feet;

Thence South $61^{\circ}39'22''$ West, for a distance of 34.59 feet;

Thence along the arc of a 100.00 foot radius, tangent curve to the right, for an arc distance of 26.57 feet, through a central angle of $15^{\circ}13'26''$ the radius of which bears North $28^{\circ}20'38''$ West, the long chord of which bears South $69^{\circ}16'04''$ West for a chord distance of 26.49 feet;

Thence leaving said centerline North $57^{\circ}32'50''$ West for a distance of 71.41 feet to a point on the North line of said easement;

Thence continuing along the North line of said easement North $57^{\circ}32'50''$ West, for a distance of 106.61;

Thence leaving the North line of said easement, North $24^{\circ}59'46''$ East for a distance of 381.33 feet;

Thence North $16^{\circ}34'14''$ East, for a distance of 53.91 feet;

Thence South $88^{\circ}11'11''$ East, for a distance of 170.87 feet to the True Point of Beginning.

Brad Thomas Parcel:

Tax parcel numbers: 07-05-26-0-0-0600-00; 07-05-26-0-0-0601-00; 07-05-26-0-0-0602-00; 07-05-26-0-0-0603-00

A tract of land in Section 26, Township 7 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, 3, and 4 of the BST Short Plat recorded under Auditor's file number 2007167890, County of Skamania, State of Washington.

Creagan Parcel:

Tax parcel numbers: 07-05-26-0-0-0700-00; 07-05-26-0-0-0701-00; 07-05-26-0-0-0702-00; 07-05-26-0-0-0703-00

A tract of land located in a portion of the Southeast quarter of the Southwest quarter of Section 23, and a portion of the Northeast quarter of the Northwest quarter of Section 26, all in Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southeast corner of said Northwest quarter of Section 23;
 Thence North $88^{\circ}04'15''$ West, along the South line of said Southwest quarter of Section 23, for a distance of 572.12 feet to a point on the centerline of that certain 66 feet wide ingress and egress easement as recorded under Auditor's file number 2004166227, records of Skamania County Washington, said point being the TRUE POINT OF BEGINNING;
 Thence continuing along said South line, North $88^{\circ}04'15''$ West, for a distance of 723.33 feet to the Southwest corner of said Southeast quarter of the Southwest quarter of Section 23;
 Thence North $01^{\circ}31'49''$ East, along the West line of said Southeast quarter of the Southwest quarter for a distance of 653.92 feet;
 Thence South $88^{\circ}11'11''$ East for a distance of 833.04 feet to a point on the centerline of said ingress and egress easement;
 Thence along said centerline the following courses: South $23^{\circ}50'59''$ West for a distance of 40.49 feet;
 Thence South $38^{\circ}01'53''$ West for a distance of 106.18 feet;
 Thence South $51^{\circ}57'55''$ West for a distance of 88.85 feet
 Thence South $05^{\circ}05'40''$ West for a distance of 154.20 feet
 Thence South $22^{\circ}52'26''$ East for a distance of 94.63 feet;
 Thence South $08^{\circ}46'27''$ East for a distance of 97.96 feet;
 Thence South $11^{\circ}32'23''$ West for a distance of 76.05 feet;
 Thence South $85^{\circ}01'43''$ East for a distance of 33.22 feet to a point on the Northeasterly line of said easement;
 Thence along said Northeasterly easement line the following courses:
 South $01^{\circ}35'49''$ East for a distance of 57.73 feet;
 Thence South $16^{\circ}30'41''$ East for a distance of 47.16 feet;
 Thence South $30^{\circ}40'48''$ East for a distance of 191.74 feet;
 Thence South $35^{\circ}52'30''$ East for a distance of 197.29 feet;
 Thence south $47^{\circ}30'08''$ East for a distance of 145.41 feet;
 Thence south $58^{\circ}36'12''$ East for a distance of 99.83 feet;
 Thence South $45^{\circ}38'08''$ East for a distance of 139.31 feet;
 Thence North $90^{\circ}00'00''$ East for a distance of 16.36 feet to a point on the East line of the Northwest quarter of Section 26;
 Thence leaving said Northeasterly easement line along said East line of the Northwest quarter of Section 26, South $00^{\circ}21'04''$ West for a distance of 599.98 feet to a point on the meander line of Swift reservoir;
 Thence North $71^{\circ}08'28''$ West along said meander line for a distance of 574.78 feet to the

Southeast corner of the "BST" Short Plat, according to the plat thereof recorded under Auditor's file number 2007167890, records of Skamania County, Washington;
 Thence North $31^{\circ}17'42''$ East along the East line of said "BST" Short Plat, for a distance of 628.55 feet to a point on the centerline of said easement;
 Thence along said centerline the following courses: North $47^{\circ}30'08''$ West for a distance of 151.98 feet;
 Thence North $35^{\circ}52'30''$ West for a distance of 202.15 feet;
 Thence North $30^{\circ}40'48''$ West for a distance of 197.34 feet;
 Thence North $16^{\circ}30'41''$ West for a distance of 55.58 feet;
 Thence North $01^{\circ}35'49''$ West for a distance of 1.67 feet to the TRUE POINT OF BEGINNING.

A tract of land in Section 23 and 26, Township 7 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lots 1 and 2 of the "DAC" Short Plat recorded under Auditor's file number 2007167889, Skamania County Records.

A tract of land located in a portion of the Northeast quarter and the Northwest quarter of Section 26, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter of Section 26;
 Thence South $88^{\circ}53'35''$ East along the North line of said Northeast quarter of Section 26 for a distance of 153.87 feet;
 Thence South $00^{\circ}21'04''$ West for a distance of 195.78 feet;
 Thence North $88^{\circ}47'42''$ West for a distance of 41.28 feet to the true point of beginning;
 Thence South $00^{\circ}21'04''$ West for a distance of 520.30 feet;
 Thence South $83^{\circ}34'08''$ East for a distance of 654.64 feet;
 Thence South $06^{\circ}25'52''$ West for a distance of 538.57 feet to a point on the meander line of Swift Reservoir;
 Thence along said meander line North $83^{\circ}34'08''$ West for a distance of 36.16;
 Thence continuing along said meander line North $79^{\circ}37'08''$ West for a distance of 647.88 feet;
 Thence North $71^{\circ}09'08''$ West for a distance of 34.34 feet to a point on the West line of said Northeast quarter of Section 26;
 Thence leaving said meander line North $00^{\circ}21'04''$ East along the West line of said Northeast quarter of Section 26 for a distance of 599.98 feet to a point on the North line of that certain ingress and egress easement recorded under Auditor's file number 2007166227, records of Skamania County, Washington;
 Thence along said North easement line the following courses;
 South $90^{\circ}00'00''$ West for a distance of 16.36 feet;
 Thence North $45^{\circ}38'08''$ West for a distance of 139.31;
 Thence North $58^{\circ}36'12''$ West for a distance of 99.83 feet;
 Thence North $47^{\circ}30'08''$ West for a distance of 145.41 feet;

Thence North 35°52'30" West for a distance of 197.29 feet;
 Thence North 30°40'48" West for a distance of 168.31 feet;
 Thence leaving said easement line South 88°04'15" East for a distance of 323.38 feet;
 Thence South 01°39'24" West for a distance of 135.63;
 Thence South 88°04'15" East for a distance of 193.16 feet to a point on the West line of said Northeast quarter of Section 26;
 Thence South 88°47'42" East for a distance of 112.60 feet to the true point of beginning.

Sauer & Thomas Parcels:

Tax parcel numbers 07-05-26-0-0-0500-00 and 07-05-26-0-0-0501-00

A tract of land located in a portion of the Northeast quarter of Section 26, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter of Section 26;
 Thence South 88°53'35" East along the North line of said Northeast quarter of Section 26, for a distance of 153.87 feet;
 Thence South 00°21'04" West for a distance of 195.78 feet to the TRUE POINT OF BEGINNING;
 Thence South 00°21'04" West for a distance of 483.85 feet;
 Thence South 83°34'08" East for a distance of 922.55 feet;
 Thence South 29°37'38" East for a distance of 146.29 feet;
 Thence North 67°49'22" East for a distance of 580.80 feet to a point on the meander line of Swift Reservoir;
 Thence along said meander line the following courses:
 South 29°37'38" East for a distance of 367.62 feet;
 Thence South 20°46'52" West for a distance of 394.66 feet;
 Thence South 75°50'04" West for a distance of 146.57 feet;
 Thence North 84°46'38" West for a distance of 346.66 feet;
 Thence North 83°34'08" West for a distance of 535.94 feet;
 Thence leaving said meander line North 06°25'52" East for a distance of 538.57 feet;
 Thence North 83°34'08" West for a distance of 654.64 feet;
 Thence North 00°21'04" East for a distance of 520.30 feet;
 Thence South 88°47'42" East for a distance of 41.28 feet to the TRUE POINT OF BEGINNING.

A tract of land located in a portion of the Northeast quarter of Section 26, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Northwest corner of said Northeast quarter of Section 26;
 Thence South 88°53'35" East, along the North line of said Northeast quarter of Section 26, for a distance of 153.87 feet to the True Point of Beginning;
 Thence continuing along said North line of the Northeast quarter of Section 26, South 88°53'35"

East for a distance of 837.39 feet to a point on the centerline of United States Forest Service Road 90;

Thence along said centerline of USFS Road 90, along the arc of a 358.10 foot radius non-tangent curve to the left, for an arc distance of 12.33 feet through a central angle of $01^{\circ}58'22''$ the radius of which bears South $68^{\circ}43'18''$ East the long chord of which bears South $20^{\circ}17'31''$ West for a chord distance of 12.33 feet;

Thence continuing along said centerline, South $19^{\circ}18'20''$ West for a distance of 335.12 feet;

Thence leaving said centerline, South $88^{\circ}53'35''$ East for a distance of 398.36 feet;

Thence North $80^{\circ}12'15''$ East for a distance of 232.96 feet;

Thence North $83^{\circ}38'21''$ East for a distance of 1.17 feet to a point on the meander line of Swift Reservoir;

Thence along said meander line, South $22^{\circ}10'38''$ East for a distance of 294.61 feet;

Thence continuing along said meander line, South $29^{\circ}37'38''$ East for a distance of 122.07 feet;

Thence leaving said meander line, South $67^{\circ}49'22''$ West for a distance of 580.80 feet;

Thence North $29^{\circ}37'38''$ West for a distance of 146.29 feet;

Thence North $83^{\circ}34'08''$ West for a distance of 922.55 feet;

Thence North $00^{\circ}21'04''$ East for a distance of 679.63 feet to the True Point of Beginning.

EXHIBIT B

All real property described in Division Map of Swift North recorded under Auditor's File No. 2007166683 and Revised Division Map of Swift North recorded under Auditor's File No. 2007167209,

Together with all real property described in Division Map of Swift South recorded under Auditor's File No. 2007166684 and Revised Division Map of Swift South recorded under Auditor's File No. 2007167210,

Records of Skamania County, State of Washington.

EXHIBIT C**PART 1:**

A right-of-way of variable width over, under, within, and across a portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 26, and the Southeast quarter of the Southwest quarter of Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

Beginning at the Northwest corner of said Northeast quarter of said Section 26;
 Thence South $88^{\circ}53'35''$ East, along the North line of said Section 26, for a distance of 991.26 feet to a point on the centerline of United States Forest Service Road 90;
 Thence along said centerline, along the arc of a 358.10 foot radius curve to the left for an arc distance of 12.33 feet, through a central angle of $01^{\circ}58'22''$ the long chord of which bears South $20^{\circ}17'30''$ West for a chord distance of 12.33 feet;
 Thence South $19^{\circ}18'20''$ West for a distance of 252.47 feet;
 Thence leaving said centerline North $70^{\circ}41'40''$ West for a distance of 35.00 feet to the Northerly right-of-way line of United States Forest Service Road 90 to the TRUE POINT OF BEGINNING, said point being the beginning of that portion being 50.00 feet wide on each side of the following described centerline;
 Thence continuing North $70^{\circ}41'40''$ West for a distance of 22.03 feet to the end of that portion being 50.00 feet wide of each side of said centerline, said point being the beginning of that portion being 33.00 feet wide on each side of the following described centerline;
 Thence South $61^{\circ}16'06''$ West for a distance of 570.75 feet;
 Thence along the arc of a 500.00 radius, tangent curve to the right, for an arc distance of 100.74 feet the radius of which bears North $28^{\circ}43'54''$ West through a central angle of $11^{\circ}32'39''$ the long chord of which bears South $67^{\circ}02'26''$ West for a chord distance of 100.57 feet;
 Thence South $72^{\circ}48'46''$ West for a distance of 171.52 feet;
 Thence along the arc of a 300.00 foot radius tangent curve to the right, for an arc distance of 89.99 feet the radius of which bears North $17^{\circ}11'14''$ West through a central angle of $17^{\circ}11'14''$ the long chord of which bears South $81^{\circ}24'23''$ West for a chord distance of 89.66 feet;
 Thence North $90^{\circ}00'00''$ West for a distance of 37.38 feet;
 Thence North $45^{\circ}38'08''$ West for a distance of 149.01 feet;
 Thence North $58^{\circ}36'12''$ West for a distance of 99.29 feet;
 Thence North $47^{\circ}30'08''$ West for a distance of 151.98 feet;
 Thence North $35^{\circ}52'30''$ West for a distance of 202.15 feet;
 Thence North $30^{\circ}40'48''$ West for a distance of 197.34 feet;
 Thence North $16^{\circ}30'41''$ West for a distance of 55.58 feet;
 Thence North $01^{\circ}35'49''$ West for a distance of 65.85 feet;
 Thence North $11^{\circ}32'23''$ East for a distance of 76.05 feet;
 Thence North $08^{\circ}46'27''$ West for a distance of 97.96 feet to a point hereinafter referred to as Point "A";
 Thence North $22^{\circ}52'26''$ West a distance of 94.63 feet;
 Thence North $05^{\circ}05'40''$ East for a distance of 154.20 feet;
 Thence North $51^{\circ}57'55''$ East for a distance of 88.85 feet;

Thence North 38°01'53" East for a distance of 106.18 feet;
 Thence North 23°50'59" East for a distance of 207.02 feet;
 Thence North 24°12'40" East for a distance of 175.33 feet;
 Thence along the arc of a 256.00 foot radius tangent curve to the left, for an arc distance of 419.70 feet through a central angle of 93°56'05" the radius of which bears North 65°47'20" West the long chord of which bears North 22°45'57" West for a chord distance of 374.25 feet;
 Thence along the arc of a 50.00 foot radius reverse curve to the right, for an arc distance of 26.99 feet, through a central angle of 30°55'44" the radius of which bears North 20°15'27" East, the long chord of which bears North 54°16'07" West for a chord distance of 26.66 feet to the terminus of said centerline description, the sidelines of which shall be lengthened or shortened to intersect the east line of said Northwest quarter of Section 26 and the North line of said Southeast quarter of the Southwest quarter of Section 23;

Also beginning at the aforesaid Point "A", said easement being 33.00 feet on each side of the following described centerline;
 Thence North 08°46'27" West for a distance of 93.07 feet to a point where said easement tapers to being 30.00 feet on each side of said centerline description;
 Thence along the arc of a 100.00 foot radius tangent curve to the right, for an arc distance of 229.03 feet through a central angle of 131°13'38" the radius of which bears North 81°13'33" East the long chord of which bears North 56°50'21" East for a chord distance of 182.16 feet;
 Thence South 57°32'50" East for a distance of 213.21 feet to a point hereinafter referred to as Point "B";
 Thence South 57°32'50" East for a distance of 50.43 feet to a point hereinafter referred to as Point "C";
 Thence South 57°32'50" East for a distance of 155.29 feet;
 Thence along the arc of a 80.00 foot radius, tangent curve to the left, for an arc distance of 52.18 feet, through a central angle of 37°22'18" the radius of which bears North 32°27'10" East the long chord of which bears South 76°13'59" East for a chord distance of 51.26 feet;
 Thence North 85°04'52" East for a distance of 38.02 feet to the terminus of said centerline description, the sidelines of which shall be lengthened or shortened to intersect the East line of said Southwest quarter of Section 23;

Also beginning at the aforesaid Point "B", said easement being 30.00 feet on each side of the following described centerline;
 Thence along the arc of a 100.00 foot radius curve to the left for an arc distance of 106.11 feet; through a central angle of 60°47'49" the radius of which bears North 32°27'10" East the long chord of which bears South 87°56'44" East for a chord distance of 101.20 feet;

Thence North 61°39'22" East for a distance of 34.59 feet;
 Thence along the arc of a 100.00 foot radius tangent curve to the left for an arc distance of 142.73 feet through a central angle of 81°46'34" the radius of which bears North 28°20'38" West the long chord of which bears North 20°46'04" East for a chord distance of 130.92 feet;
 Thence North 20°07'13" West for a distance of 168.84 feet;
 Thence along the arc of a 200.00 foot radius tangent curve to the right for an arc distance of 128.08 feet through a central angle of 36°41'27" the radius of which bears North 69°52'47" East

the long chord of which bears North $01^{\circ}46'29''$ West for a chord distance of 125.90 feet;
Thence North $16^{\circ}34'14''$ East for a distance of 335.01 feet to the terminus of said centerline description;

Also beginning at the aforesaid Point "C" said easement being 30.00 feet on each side of the following described centerline;

Thence along the arc of a 100.00 foot radius curve to the left for an arc distance of 130.78 feet; through a central angle of $74^{\circ}55'51''$ the radius of which bears North $32^{\circ}27'10''$ East the long chord of which bears North $84^{\circ}59'15''$ East for a chord distance of 121.66 feet;

Thence North $47^{\circ}31'19''$ East for a distance of 139.95 feet to the terminus of said centerline description, the sidelines of which shall be lengthened or shortened to intersect the East line of said Southwest quarter of Section 23.

Basis of bearings: The North line of the Northeast quarter of said Section 26, Township 7 North, Range 5 East, Skamania County Washington as shown on "Marble Creek Short Plat" recorded under Auditor's file number 2004152964, records of Skamania County, Washington.

PART 2:

A right-of-way one hundred (100) feet in width over, under, within, and across a portion of the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 26, and the Southeast quarter of the Southwest quarter of Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows: the centerline of the existing unpaved roadway, as it is located on or around March 19, 2009, lying between the point identified as "Easement Area Part 2 Beginning Point" and "Easement Area Part 2 End Point" on the drawing attached hereto as Exhibit D. The "Easement Area Part 2 Beginning Point" is located at the following Geographic Information System coordinates: $122^{\circ}9'0.65''$ West $46^{\circ}4'7.29''$ North. The "Easement Area Part 2 End Point" is located at the following Geographic Information System coordinates: $122^{\circ}8'59.86''$ West $46^{\circ}4'9.67''$ North.

Exhibit D

