

After Recording Return to:

Albert F. Schlotfeldt
Duggan Schlotfeldt & Welch PLLC
900 Washington Street Suite 1020
PO Box 570
Vancouver, WA 98666-0570

| | | | |
|------------------------------|---|--|--|
| Grantor(s) | Creagan, David A. Creagan, Brenda L. | Sauer, Gerald T. Sauer, Mary P. | Thomas, Bradley S. Marble Creek LLC |
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| Grantee(s) | Creagan, David A. Creagan, Brenda L. | Sauer, Gerald T. Sauer, Mary P. Marble Creek | Thomas, Bradley S. Suzuki, Shirley H. The Public |
| : | | | |
| Abbreviated Legal | Ptn Gov't Lot 1, NW ¼, S26 and Ptn SE ¼ SW ¼ S23, T7N, R5E, WM (Tax Lots 700, 701, 702, and 703); Lots 1, 2, 3, and 4, of the DAC S/P #2007167889 | | |
| : | Ptn S26, T7N, R5E, WM (Tax Lots 500 and 501) Ptn Gov't Lots 1 and 2, NW ¼ S26, T7N, R5E, WM (Tax Lots 600, 601, 602, 603); Lots 1, 2, 3 and 4, BST Short Plat #2007167890 Ptn SE ¼, SW ¼, S23, T7N, R5E, WM (Tax Lots 800, 801, 802, and 803); Lots 1, 2, 3 and 4, GTS Short Plat #2007167891 | | |
| Assessor's Tax Parcel No(s). | 07052600050000; 07052600050100 07052600060000; 07052600060100; 07052600060200; 07052600060300 07052600070000; 07052600070100; 07052600070200; 07052600070300 07052600080000; 07052600080100; 07052600080200; 07052600080300 | | |
| : | | | |
| Other Reference No(s). | | | |
| : | | | |

WATER LINE AND WELLHEAD PROTECTION EASEMENT

BRADLEY S. THOMAS (herein referred to as "Thomas"), GERALD T. SAUER and MARY P. SAUER, husband and wife (herein collectively referred to as "Sauer"), and DAVID A. CREAGAN and BRENDA L. CREAGAN, husband and wife (herein collectively referred to as "Creagan"), on behalf of each individual Grantor and their respective heirs, successors, and assigns (collectively, the "Grantor" or the "Grantors"), hereby establish and grant the following easements and protective covenants to run with the land herein described for the benefit and purposes herein described.

RECITALS

The grants contained in this Water Line and Wellhead Protection Easement (herein referred to as the "Easement" or the "Agreement") are based on the following recitals:

A. Grantors Sauer are the record owners of that certain real estate located in portions of Section 26 and Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows (the "Sauer Property"):

| APN | Legal Description |
|----------------|---|
| 07052600050000 | Tax Lot 500 |
| 07052600080000 | Tax Lot 800; Lot 4 of the GTS S/P #2007167891 |
| 07052600080200 | Tax Lot 802; Lot 2 of the GTS S/P #2007167891 |
| 07052600080300 | Tax Lot 803; Lot 3 of the GTS S/P #2007167891 |

B. Grantor Thomas is the record owner of that certain real estate located in a portion of Section 26, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows (collectively, the "Thomas Property"):

| APN | Legal Description |
|----------------|---|
| 07052600050100 | Tax Lot 501 |
| 07052600060000 | Tax Lot 600; Lot 4 of the BST S/P #2007167890 |
| 07052600060100 | Tax Lot 601; Lot 1 of the BST S/P #2007167890 |
| 07052600060200 | Tax Lot 602; Lot 2 of the BST S/P #2007167890 |
| 07052600060300 | Tax Lot 603; Lot 3 of the BST S/P #2007167890 |

C. Grantors Creagan are the record owners of that certain real estate located in portions of Sections 23 and 26, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows (collectively, the "Creagan Property"):

| APN | Legal Description |
|----------------|---|
| 07052600070000 | Tax Lot 700; Lot 4 of the DAC S/P #2007167889 |
| 07052600070100 | Tax Lot 701; Lot 1 of the DAC S/P #2007167889 |
| 07052600070200 | Tax Lot 702; Lot 2 of the DAC S/P #2007167889 |
| 07052600070300 | Tax Lot 700; Lot 3 of the DAC S/P #2007167889 |

D. Grantee Shirley H. Suzuki is the record owner of that certain real estate located in Section 23, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as Tax Lot 801 and as Lot 1 of the GTS S/P #2007167891 (the "Suzuki Property"). The Suzuki Property is not a burdened parcel but does benefit from the easements herein contained.

E. Tax Lot 500 of the Sauer Property and Tax Lot 501 of the Thomas Property are burdened by this Easement, while the remainder of the Sauer Property and the Thomas Property, and all of the Creagan Property, are both burdened and benefited by this Easement.

F. Marble Creek LLC, a Washington limited liability company owned by Grantors Thomas, Sauer, and Creagan, is the developer of a subdivision known or to be known as "Marble Creek." While Marble Creek LLC does not have an ownership interest in

any of the property at this time, it may have had an interest therein before its current owners, and, therefore, Marble Creek LLC joins in this Easement as a Grantor as to any residual interest that it may be shown to have.

G. The Grantors propose to create a water well located on Tax Lot 501 of the Thomas Property, together with a wellhead protection area on Tax Lots 500 and 501, and a water line, over, under, and across the property of Grantors Thomas, Creagan, and Sauer recited above, ending at the southerly boundary line of the Suzuki Property. Said well and water line will equally and equitably benefit or is intended to benefit certain real property described in Recitals D and E above.

1. Water Line and Wellhead Protection Easement.

1.1. Grantors hereby grant and convey the water line and wellhead protection easement described in Exhibit A and shown in the sketch identified as Exhibit B, each of which is attached hereto and incorporated herein by reference (the "Easement Area").

1.2. Nothing that threatens or is detrimental to either the well, or its ability to produce potable water, or any potential source of contamination, including, but not limited to any of the following: cesspools, sewers, privies, septic tanks, drain fields, sewer lines, manure piles, underground storage tanks, barns, fowl and livestock habitat, or other enclosures or structures for the keeping or maintenance of fowl or animals, or storage of liquid or dry chemicals, herbicides or insecticides, hazardous materials, grazing animals, or garbage of any kind or description, will be constructed, maintained, or suffered to be constructed or maintained within the Easement Area, so long as the well is operated to furnish water for human consumption. Provided, however, a well house, reservoir tanks, pump stations, or related structures, and any roadways contemplated within the Marble Creek subdivision, may run through or be placed within the Easement Area.

1.3. Trees shall not be allowed to grow in the Easement Area, and the Easement Area shall be kept free and clear of any and all trees, branches, and/or vegetation that could interfere with the easement or any water or electrical lines running to or from the well or other facilities therefor. If a burdened lot owner fails to keep any portion of the Easement Area located on or connected to their property free and clear of trees, branches, and/or vegetation, then and unless an emergency exists, after 30-days advance written notice to the burdened lot owner, any other lot owner shall have the right to enter upon such lot and clear the Easement Area (the "mitigating lot owner"). This right shall expressly include the right to trim, cut, fell, and/or remove trees, branches, or vegetation that interfere with the water line and any electrical lines for the same in any way, and the mitigating lot owner shall have no liability for damage to any trees, branches, or vegetation that the mitigating lot owner trims, cuts, fells, or removes from the Easement Area. All other lot owners benefited by the Easement Area shall reimburse the mitigating lot owner for their pro-rata share of any costs incurred in connection with the maintenance of the Easement Area.

1.4. If there is any discrepancy between the maintenance and management provisions contained in this Easement and any CC&Rs governing the Marble Creek subdivision, then the provisions of the CC&Rs shall govern so long as said CC&Rs remain in affect.

2. Well Use. Grantors hereby grant and convey to the future owners of all lots within the Marble Creek subdivision (collectively, the "lot owners" or "Lot Owners") a perpetual right to use, on a reasonable and equitable basis, water from the well located on Tax Lot 501 of the Thomas Property depicted in Exhibit B (the "Common Well"), which right shall extend to all lawful tenants of any lot owner.

3. Operation of Well.

3.1. Cost of Maintenance of Water System. All lot owners connected to or using any portion the Common Well and its related facilities and water lines (the "Common Well Users") shall share equally in the maintenance and operational costs of the Common Well, ancillary structures and pumps, and the common water lines (the "Common Water System"), including charges of electricity for powering the Common Water System and any periodic testing requirements under any state, county, or other water codes and regulations.

3.2. Testing of the Common Well. As of the date of this Agreement, testing of the Common Well for bacteria is required annually and testing for nitrates is required every three years, the cost of which shall be borne equally by all Common Well Users.

3.3. Maintenance and Repair of Water System.

3.3.1. All pipelines and pumps in the Common Water System shall be maintained so that there will be no leakage or seepage, or other defects which may cause contamination of the water, or injury, or damage to persons or property. Pipe material used in repairs and all repairs shall meet the specifications of the Skamania County Health District, or other applicable governmental agency with jurisdiction over the Common Well or Common Water System. The cost of repairing or maintaining all portions of the Common Water System shall be born equally by all Common Well User connected to or using the Common Water System. Each Common Well User shall be individually and solely responsible for the maintenance, repair, and replacement of the pipe supplying water from the Common Water System connection point at the Lot Owner's property line to the Common Well User's particular reservoir tank and to any dwelling. Water pipelines shall not be installed within 10 feet of a septic tank or within 10 feet from a sewage disposal drain field line, or otherwise cross over the same, unless such pipelines are double encased and meet all applicable codes of the Skamania County health district or other applicable governmental agency.

3.3.2. Unless emergency conditions exist, or except as provided elsewhere herein, or in any declaration of covenants, conditions, and restrictions (CC&Rs) of record governing the Marble Creek subdivision, a Common Well User shall give all other Common

Well Users 30 days' advance notice of the need for repairs or maintenance of the Common Water System. The Common Well Users shall discuss within said 30-day period the repairs/maintenance that will occur and estimate the costs for such work. Upon the agreement of at least a majority of the Common Well Users (based on one vote per lot as described in Section 3.8), the Common Well Users shall cause the repairs to be made, and the Common Well Users shall equally bear the costs incurred and pay the same in accordance with Section 3.9. All repairs/maintenance shall occur no later than 60 days from the initial notice, unless otherwise agreed by the Common Well Users. All work shall be done by a contractor licensed and bonded within the state of Washington, in a good workmanlike manner. In case of emergency, any Common Well User shall be allowed to contract for such repairs or replacements, or so much as required by the situation, and request compensation from the other Common Well Users as provided herein.

3.4. Lot Owners' Distribution System. Each lot within the Marble Creek subdivision must have its own water distribution system from the Common Water System, which shall include: a meter; water reservoir tank or system to serve any improvements on the lot, which shall hold the minimum number of gallons to meet design specifications, provide adequate water pressure to minimize pump cycles at the Common Well, and meet any criteria established, from time to time, by Skamania County, the Skamania County health department, or any other government entity having jurisdiction; a one-way check valve between each reservoir tank and its connection to the common water line to minimize back flow into the common water line and to prevent cross contamination; and such other controls that would normally be included between a wellhead and a service location.

3.5. Provisions for Continuation of Water Service. A continuous flow of water from the Common Water System shall be maintained in accordance with the requirements of Skamania County, the County Health District, and/or the State Department of Ecology or other governing body. In the event that the quality or quantity of water from the Common Water System becomes unsatisfactory as determined by any such governing body with jurisdiction over the Common Water System, a new source of water shall be developed, either as a common well or independently. Prior to development or connection to a new source of water, the Lot Owners shall obtain written approval from the applicable government authorities.

3.6. Upgrades to the Water System. By majority vote, the Common Well Users shall make modifications or upgrades to the Common Water System as needed. All such modifications and upgrades must comply with all applicable statutes, rules, regulations, and ordinances of any applicable governing body and all permits and approvals must be obtained prior to the upgrades being undertaken, including but not limited to approval by the Washington State Department of Health, if applicable. Proposals to undertake modifications and upgrades, their approval, and payment for the modifications and upgrades shall be controlled by the provisions set forth in Section 3.3. Unless the Common Well Users unanimously agree to a modification or upgrade, no such modification or upgrade shall be

undertaken that will cost in excess of **\$1,500.00**. This dollar limitation on modifications and upgrades shall not be interpreted to limit any repairs made pursuant to Section 3.3.

3.7. Restriction of Furnishing Water to Additional Parties. Common Well Users shall not furnish water from the Common Water System to any other persons, properties, or dwelling without prior consent of all other Common Well Users and written approval from Skamania County, the Health Department, and any other applicable governmental body.

3.8. Voting. If a lot is owned by more than one person or entity, all the owners of the lot will collectively be referred to as the Lot Owner or Common Well User, as the case may be, and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters requiring majority or unanimous agreement of the Lot Owners or Common Well Users.

3.9. Assessment and Collection of Fees and Costs.

3.9.1. Until the first anniversary date of the recording of documents creating the Marble Creek subdivision, each Lot Owner in said subdivision who is or will become a Common Well User during that time shall be assessed and pay a Well Maintenance Fee of \$150.00 per year per lot (the "Fee"). This Well Maintenance Fee shall be applied towards the maintenance and upkeep of the Common Water System, together with all electrical service to power the Common Well and Common Water System.

3.9.2. The first month's Fee shall be due within 30 days of recording of the documents to create the Marble Creek subdivision and will cover the period from the recording date to the last day of the month of recording, and a like sum shall be paid on or before the first day of each month thereafter. Each Lot Owner shall deposit said Fee into a Marble Creek Maintenance Fund (the "Fund") established in a mutually agreeable financial institution, to be held by Marble Creek LLC and used solely for the maintenance and upkeep of the Common Water System. If agreement cannot be reached as to the financial institution, then West Coast Bank shall be used. No portion of the Fund shall be used for the maintenance or repair of any portion of the Common Water System that is outside of the Easement area or for road or stormwater facilities maintenance.

3.9.3. Unless otherwise determined by a majority of the Common Well Users, all withdrawals from the Fund shall be for completing and maintaining the Marble Creek Common Water System only and shall require the signature of two Lot Owners. Initially, the Grantors who are members of Marble Creek LLC shall be signers on the Fund's account. At such time as any such Grantors are no longer a Lot Owner, the remaining Grantors and any other Common Well User, or their respective representative if such Common Well User is a legal entity, shall be signers on the Fund's account. A representative of a Common Well User shall be a person that has an ownership interest in such Common Well User and is easily and readily accessible to sign for withdrawals as disbursement needs arise.

3.9.4. At least 30 days before the anniversary date of the recording of the Marble Creek subdivision, upon the agreement of at least a majority of the Common Well Users, the scope of maintenance and repairs to the Common Water System and the estimated costs shall be determined for the following year. The estimated annual costs shall be assessed to the Common Well Users on a per lot basis. Unless otherwise agreed, Marble Creek LLC shall provide all Common Well Users with an accounting of the Fund, the estimated maintenance and repair work and costs, their respective portion of the assessment, and the financial institution, account number, the designated representative, and the authorized signatories for the Fund. The accounting shall include how the prior year's assessments were spent and allocate any debits or credits to the Common Well Users for unused expenses or overages paid by one or more other Common Well Users. Notice of assessment shall be provided to Common Well Users in accordance with Section 6. Within 30 days of the receipt of such notice of assessment, each Common Well User shall deposit into the Fund their respective portion of the assessment and provide the designated representative with a copy of the deposit record, showing the name and lot number(s) of the Common Well User. It shall be the Common Well User's responsibility to provide proof of payment of the assessment in the event a question arises concerning such payment. With the consent of all Common Well Users, the annual assessment may be divided into periodic monthly or quarterly increments, in which case the Notice of Assessment shall provide the periodic amounts and due dates and may include a surcharge not to exceed 10% of the periodic payment for the convenience of periodic payments.

3.9.5. Special assessments may be determined and assessed upon the majority vote of all Common Well Users in the event emergency or other extraordinary repairs relative to the Common Well, Common Water System, and associated outbuildings are required. Notice of such special assessment shall be given to each Common Well User as provided in Section 6, paid as set forth in Section 3.9.4, and subject to collection as provided in Section 3.9.7.

3.9.6. The designated representative shall be responsible for collecting the assessments and paying the bills for approved work and electrical service to the Common Water System when they become due. The Common Well Users, upon majority agreement, may replace a designated representative at any time. The prior designated representative shall cooperate fully with the new representative to transition the records and accountings of, and authorized signers for, the Fund.

3.9.7. If a Common Well User fails to pay the Common Well User's assessment of costs within 30 days after receipt of notice of assessment if full payment is required, or within five days after the due date of any incremental or other periodic payment is due, then the full amount of the annual assessment, together with interest at twelve percent (12%) per annum from the date thereof, plus any attorney fees necessary to collection, shall automatically become a continuing lien against the parcel of the delinquent Common Well User. This lien will be superior to all other liens or claims against the parcel except an institutional or purchase money first mortgage and/or deed of trust. The resulting obligation

of any other Common Well Users to pay the delinquent Common Well User's share of the costs will be an enforceable personal obligation of such Common Well Users. On the affirmative vote of a majority of all Common Well Users, except the delinquent Common Well User, the designated representative on behalf of the Fund, for the benefit of all other Common Well Users, or the individual Common Well Users who covered the delinquent Common Well User's assessment, as the case may be, may record notice of a claim of lien against the parcel owned by the delinquent Common Well User and thereafter pursue an action to foreclose on the lien in any manner now or in the future permitted by law or equity with respect to mortgages and/or deeds of trust. Proceeds received at such a sale shall be distributed first to pay the lien being foreclosed upon, plus all costs and expenses, interest, and attorneys' fees, and any surplus shall be distributed in accordance with the priorities established by applicable law. The reimbursed Fund or Common Well Users may obtain, in addition to or instead of foreclosure, a personal judgment against the delinquent Common Well User.

3.9.8. When a homeowners' association shall be created that should have jurisdiction over the lots within the Marble Creek subdivision, the service and maintenance fees described in this Agreement, and any residual Fund balance, shall be charged and collected by said homeowners' association. Until then, all assessments and other charges shall be paid into the Fund and managed as set forth in this Agreement.

3.9.9. Initially, and for so long as any one of the Grantors is a member thereof or the Common Well Users determine otherwise by majority vote, the designated representative shall be Marble Creek LLC.

4. Arbitration. In the event the Lot Owners or Common Well Users, as the case may be, are deadlocked or otherwise unable to agree as to any matters covered by this Agreement, including but not limited to the necessity for maintenance or repair work, the dispute shall be settled by a single arbitrator who shall direct any settlement the arbitrator deems equitable under the circumstances. The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any Lot Owner bound by this Agreement. The decision may be enforced in any court of competent jurisdiction in Skamania County, Washington, and, except as provided in Section 3.9.7, all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court, shall be borne by the losing party.

5. Appurtenant to the Land. This Agreement shall be binding on all heirs, successors, or assigns of any Lot Owner or Common Well User and shall be appurtenant to the parcels of land burdened by or otherwise benefiting from the Common Water System.

6. Notices. All notices required under this Agreement must be in writing and either personally delivered to the Lot Owners against which it is to be effective or sent by first class registered or certified mail, return receipt requested, or by other courier service through which a delivery receipt can be obtained, to the Lot Owners at the mailing address of record with Skamania County for tax statements. A Lot Owner's receipt by mail shall be deemed to have

occurred three postal days after deposit of the notice in the U.S. Mail. Notices may be given to an alternate person or address, or by electronic delivery (facsimile or e-mail communication), with the written consent of a Lot Owner or Common Well User given to the designated representative named under Section 3.9.9, with the consent stating the alternative name and address, fax number, and/or e-mail address for notice purposes. Electronic delivery shall be considered made when sent and the sender should retain written confirmation of such delivery. When a Lot Owner or Common Well User consents to the alternate delivery of notice, said person may not claim they failed to receive notice unless they can prove the sender received notice that delivery failed or that the person revoked receipt of notice by alternate delivery methods.

7. Validity. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

8. Attorney's Fees. Except as otherwise provided in this Agreement, in the event a suit, proceeding, arbitration, or action of any nature whatsoever is instituted, including without limitation any proceeding under the U.S. Bankruptcy Code, or the services of any attorney are retained to enforce any term, condition, or covenant of this Agreement, or to procure an adjudication, interpretation or determination of the rights of the Common Well Users or other affected parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal or bankruptcy proceeding, which sum shall be included in any judgment or decree entered therein and such amounts awarded shall be in addition to all other amounts provided by law.

9. Applicable law. Washington law shall govern this Agreement, with venue in Skamania County.

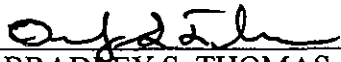
10. Waiver. Failure of any party at any time to require performance of the provisions of this Agreement shall not limit the other party's right to enforce the provision nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

11. Amendment. This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by all Lot Owners burdened and benefited by the easement contained in this Agreement.

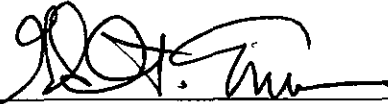
12. Execution in Counterpart. This Agreement may be executed and notarized by counterpart signature and acknowledgment pages, each of which shall be attached to this Agreement as an original and all of which shall constitute execution of the Agreement as a whole.

In witness whereof, the undersigned Grantors executed this Easement as of

11/15/10



BRADLEY S. THOMAS, individually,
and as a Member of Marble Creek LLC



GERALD T. SAUER, individually, and as a
Member of Marble Creek LLC



DAVID A. CREAGAN, individually,
and as a Member of Marble Creek LLC



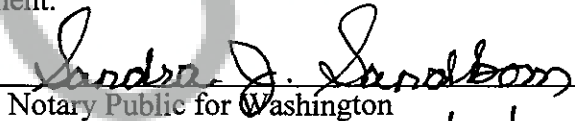
MARY P. SAUER


BRENDA L. CREAGAN

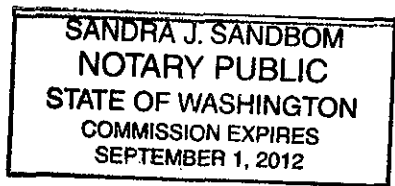
STATE OF WASHINGTON)
)ss.
County of Clark)

I certify that BRADLEY S. THOMAS appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it individually and as a member of Marble Creek LLC, to be his and its free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: Nov. 12, 2010


Notary Public for Washington

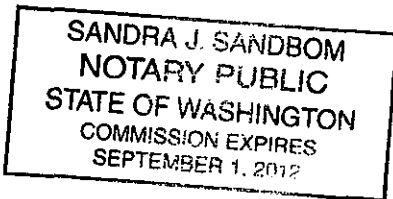
My Commission Expires: 09/01/2012



STATE OF WASHINGTON)
)ss.
County of Clark)

I certify that DAVID A. CREAGAN appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it individually and as a member of Marble Creek LLC, to be his and its free and voluntary act for the uses and purposes mentioned in the instrument

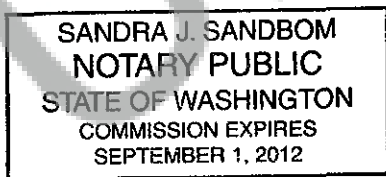
Dated: November 15 2010 Sandra J. Sandbom
Notary Public for Washington
My Commission Expires: 9-1-2012



STATE OF WASHINGTON)
)ss.
County of Clark)

I certify that GERALD T. SAUER appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it individually and as a member of Marble Creek LLC, to be his and its free and voluntary act for the uses and purposes mentioned in the instrument

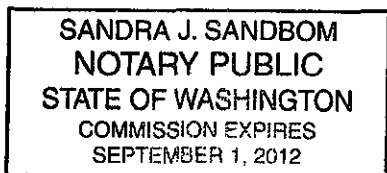
Dated: Nov. 15 2010 Sandra J. Sandbom
Notary Public for Washington
My Commission Expires: 9-1-2012



STATE OF WASHINGTON)
)ss.
 County of Clark)

I certify that BRENDA L. CREAGAN appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument

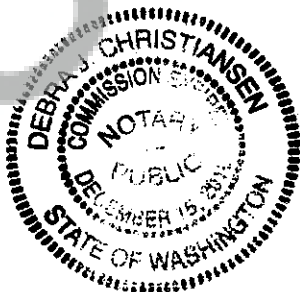
Dated: November 15, 2010 Sandra J. Sandbom
 Notary Public for Washington
 My Commission Expires: 9-1-2012



STATE OF WASHINGTON)
)ss.
 County of Clark)

I certify that MARY P. SAUER appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument

Dated: November 12, 2010 Debra J. Christiansen
 Notary Public for Washington
 My Commission Expires: 12/15/2010





KPF Surveying Inc.
1514 N.E. 267th Ave.
Camas, WA 98607
360-834-0174

November 20, 2009

EXHIBIT "A"

WATER LINE AND WELLHEAD PROTECTION EASEMENT

An easement for the construction, operation and maintenance of a water line and it's related appurtenances, over, under 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, being 33.00 feet wide on each side of the following described centerline:

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 1026.01 feet;

Thence South $01^{\circ}06'25''$ West, for a distance of 483.17, feet to the TRUE POINT OF BEGINNING;

Thence North $58^{\circ}22'10''$ West, for a distance of 111.94 feet;

Thence North $60^{\circ}00'00''$ West, for a distance of 239.39 feet, to the end of that portion being 33.00 feet on each side of said centerline, said point being the beginning of that portion being 33.00 feet wide on the left side and 50.00 feet wide on the right side of said centerline description;

Thence South $61^{\circ}16'06''$ West, for a distance of 416.05 feet;

Thence along the arc of a 500.00 foot radius, tangent curve to the right, for an arc distance of 100.74 feet, through a central angle of $11^{\circ}32'39''$, the radius of which bears North $28^{\circ}43'54''$ West, 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, through a central angle of $17^{\circ}11'14''$, the radius of which bears North $17^{\circ}11'14''$ West, the long chord of which bears South $81^{\circ}24'23''$ West for a chord distance of 89.66 feet;

Thence South $90^{\circ}00'00''$ 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, to a point where said easement tapers to being 33.00 feet on each side of said centerline description;

Thence North $08^{\circ}46'27''$ West, for a distance of 191.03 feet;

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 $131^{\circ}13'38''$, the radius of which bears North $81^{\circ}13'33''$ East, the long chord of which bears North $56^{\circ}50'21''$ East for a chord distance of 182.16 feet, to a point where said easement tapers to being 30.00 feet on each side of said centerline description;

Thence South $57^{\circ}32'50''$ East, for a distance of 213.21 feet;

Thence along the arc of a 100.00 foot radius, tangent curve to the left, for an arc distance of 106.11 feet, through a central angle of $60^{\circ}47'49''$, the radius of which bears North $32^{\circ}27'10''$ East, the long chord of which bears South $87^{\circ}56'44''$ East for a chord distance of 101.20 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 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 $36^{\circ}41'27''$, the radius of which bears North $69^{\circ}52'47''$ 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 216.93 feet to the terminus of said centerline description, the sidelines of which shall be lengthened or shortened to intersect the south line of Lot 1 of "GTS SHORT PLAT", recorded under Auditor's file number 2007167891, records of Skamania County, Washington.

Also beginning at said TRUE POINT OF BEGINNING;

Thence North $58^{\circ}22'10''$ West, for a distance of 15.00 feet to the center of a 105.00 foot radius Wellhead protection easement.

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.

Kyle P. Feeder, PLS
President
KPF Surveying Inc.

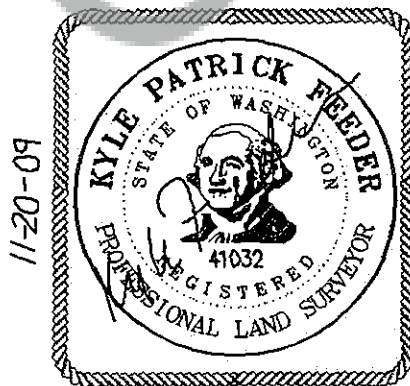


EXHIBIT "B"

JOB NO: 08-003

DATE: 11-20-09

