

After Recording Mail to:

Sanchez Family  
5022 SE 37<sup>th</sup> Ave.  
Portland, OR 97202

SEA 31864

**DOCUMENT TITLE:** Road Use/Maintenance Agreement, and Mutual Easement

**Reference Number(s) of related documents:**

On page \_\_\_\_\_ of document(s)

**Grantor(s)**

1. Excelsior Management Group LLC
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document

**Grantee(s)**

1. Lois R Wallin-Sanchez, David Sanchez
2. Lorin M Sanchez & Lily Sanchez
3. Sean I. Sanchez
4. Rebecca Sanchez

Additional names on page \_\_\_\_\_ of document

**Legal Description:**

See attached See 20, T2N, R5E

Additional legal description is on page 20 of document

**Assessor's Property Tax Parcel / Account Number:**

02-05-20-0-0-0700-00 / 02-05-20-0-0-0700-06 / 02-05-20-0-0-  
0702-00/ 02-05-20-0-0-0702-06 / 02-05-20-0-0-0701-00  
02-05-20-0-0-0703-00

## Road Use/Maintenance Agreement, and Mutual Easement

This Agreement is entered into by and between the undersigned Purchaser and Seller, each of whom signs this Agreement as a party; moreover, each signs an integral part of the prospective purchase of certain acreage in Skamania County, Washington. It is now agreed as follows:

### I. Introduction, Parties, and General Provisions

#### I.1. General Subject and Purpose: **PRIVATE ROAD.**

This agreement is entered into between adjoining property owners, to provide for the shared use and maintenance responsibility of an existing unpaved private road which crosses over, and is presently used by and serves, the two properties described on Exhibits "A" and "B" attached hereto.

I.2. Purchaser. The Purchasers of the property described on Exhibit "A" attached hereto (hereafter, "A Property", or, more simply, "A") are David Sanchez and Lois Sanchez, husband and wife, who are signing this Agreement as parties, and also their children and family members whose signatures appear below. It is understood, acknowledged, and anticipated, however, that, at closing or shortly thereafter, the property purchased by them will be transferred into another entity (most likely, an LLC) in which they will be members or will otherwise hold an equity interest.

I.3. Seller. The Seller of the "A" Property is Excelsior Management Group, LLC, an LLC organized, established, and duly licensed under the laws of the State of OR. Seller likewise signs this Agreement as a party.

**I.4. Adjoining Property.** Seller is also the owner of the property described on Exhibit "B" (hereafter "B Property", or, more simply, "B"), which adjoins the "A" Property and shares a common border (composed of straight lines, with various right-angle turns, and approximating seven-eighths of a mile in total length) with it.

**I.5. Property Overview.** In brief summary, the "A" Property and the "B" Property are each approximately 40 acres in size, aggregating approximately 80 acres altogether. The "A" Property adjoins a public road, and the "B" Property lies easterly of "A" and has no direct road access.

**I.6. Road.** An existing gravel road, unsurveyed, departs from the public road, crosses the "A" Property, loops through a portion of the "B" Property, re-enters the easternmost extension or "panhandle" of "A", and then extends on into the southeastern portion of "A".

**I.7. General Intent.** It is the intent of both Purchaser and Seller to create an easement for the shared use and maintenance of the existing gravel road (including, as appropriate in the future, any replacements or improvements to this road) serving both the "A" Property and the "B" Property. Each party acknowledges that this sharing of the road, the corresponding sharing of the costs associated with the road, and also the certainty provided by the permanent and enforceable provisions of an easement, will be of benefit to them in the use and enjoyment of their own property, but will simultaneously impose legal responsibilities on them so that, reciprocally, the other party can also fully enjoy the benefits of the road and of the terms of this Agreement.

**I.8. Covenant Running With the Land.** The parties further intend that the easement shall be perpetual, benefiting not only themselves, but also their successors in interest as the respective owners of "A" Property and of "B" Property. To that end, they establish and provide that all benefits and also all responsibilities created herein shall attach to both "A" Property and "B" Property, and shall for all purposes be treated as covenants running with the land; accordingly, this Agreement shall be part of all transfers and conveyances of either property, or of any portion(s) thereof.

**I.9. "Party" Defined.** Since this is expressly established as a Covenant and Easement attached to both "A" Property and "B" Property, the term "Party" as used herein shall include not only the signatories hereto, but also their successors as owners of either "A" or "B", or of any portion(s) thereof.

**I.10. Status as Contract; Additional Parties.**

The parties signing this Agreement further intend and expect that the terms hereof, in addition to constituting an easement, shall also constitute a contract between adjoining or neighboring property owners. The parties' successors and assigns, as owners of "A" Property, or of "B" Property, or of any portion of either, shall therefore, merely by virtue of their status as owners, become parties to the contract, benefiting from, and bound by, these contractual terms the same as the original parties hereto.

**II. Easement Rights of Use and Access; Other Owners Excluded**

**II.1. Broad Right of Use Guaranteed.** Each party reserves for itself, and grants and guarantees to the other, as a shared benefit in common with one another, the full year-round right of use of the roadway, with no encumbrances, limitations, or restrictions except as may be set forth herein or as may arise by temporary emergency, for access to their property for all reasonable or legitimate uses. Such uses may include, but are not limited to, the following: right of access to residences or other lawful structures; inspection of their property or of the roadway itself; complying with Timber Management Plan(s) for either property; building of lawfully-permitted structures; and management and harvesting of timber. Subject to the limitation in the next paragraph, this right to use the road includes not only the parties themselves as owners of "A" Property and of "B" Property, but also others (family, friends, guests, repairmen, workers, or other licensees and invitees) having reasonable permission from any party to enter that party's property.

**II.2. Limitation; Not for Access to Other Property.** The right to use the roadway across "A" Property and "B" Property is for the sole benefit of the parties hereto in their capacity as owners of "A and "B", and is therefore limited to those who have a legitimate right or purpose in being on either "A" or "B". Specifically excluded from this Agreement, and from the right to use the road as a means of ingress, egress, inspection, or access to their property, are the owners (together with their friends, guests, repairmen, workers, or other licensees and invitees) of any parcel or property other than "A" Property and "B" Property; provided, of course, that if, at any given time, such excluded person otherwise qualifies as a friend/etc of a party hereto, then, in such capacity, the otherwise-excluded individual(s) shall have the same rights of access to "A" Property or "B" Property as any other friend/etc of a party.

**II.3. Easement Granted.** Purchaser now grants and confirms to themselves, and to Seller, and to the successors and

assigns of each, a permanent easement over and across the road on "A" Property (whether as now placed and constructed, or, as permitted herein, as such road may be improved, modified, or re-located in the future) for the purpose of ingress, egress, and access to "A" Property and/or to "B" Property; Purchaser similarly accepts the grant and benefit of a reciprocal easement from Seller, giving to Purchaser a right of use of the road crossing over "B" Property. And, simultaneously, Seller now grants and confirms to themselves, and to Purchaser, and to the successors and assigns of each, a permanent easement over and across the road on "B" Property (whether as now placed and constructed, or, as permitted herein, as such road may be improved, modified, or re-located in the future) for the purpose of ingress, egress, and access to "A" Property and/or to "B" Property; Seller similarly accepts the grant and benefit of a reciprocal easement from Purchaser, giving to Seller a right of use of the road crossing over "A" Property. The benefits and burdens of both such easements are more fully set forth herein, and, in the future, both such easements shall be construed and applied in accordance herewith.

**II.4. Restrictions/Interference Prohibited.** Other than interruptions caused by acts of nature, or very temporary interruptions caused by the lawful presence of heavy equipment, repair vehicles, or the like, no party shall, within that portion of the road that is subject to their routing control under Part III of this Agreement, do, commit, or allow to remain any use, act, or circumstance that will interfere with or restrict another party's lawful use of the road, or the other party's full access to their property.

**II.5. Access to the Eastern Portion of "A" Property.** It is acknowledged that, although "A" Property adjoins a public road, the physical topography of "A" presents real limitations such that the only practical access to the back portion of "A" is by using this roadway and crossing "B" Property before re-entering "A". Therefore, Purchaser's right to use the road includes the right of reasonable access, for all legitimate and lawful purposes, to the more remote portions of "A" Property.

**II.6. Right to Install Gate.** Purchaser reserves the right, which is hereby acknowledged and confirmed by Seller, to install an electric gate, with remote openers and keypad entry, to prevent access to "A" Property and "B" Property by the lost, mis-guided, and merely curious. Remote openers and access codes shall be given to all owners of "A" Property and "B" Property. Access codes shall also be given to public safety personnel ("911" dispatchers and the like) to the fullest extent possible. The cost of such a system shall be borne by the parties in proportion to the number of substantial structures

they have on the property.

#### **II.7. Limitation on use by Heavy Equipment/Vehicles.**

Several provisions of this easement or agreement refer to the possible use of the road by heavy equipment or vehicles. Although such use is clearly contemplated herein, the parties declare that the use of such vehicles is to be limited to events or occurrences that can be described as special purpose or occasional; examples of the special or occasional use by heavy equipment or vehicles would include, but are not limited to: moving vans upon change of occupancy; construction of a home, barn, or other permitted structure; forestry management, maintenance, or logging; pumping/repair of septic systems; or use of an RV or motor home at the start/end of vacations.

#### **II.8. Limited Use Contemplated.** In now

establishing easements for the use of the road across "A" Property and "B" Property, the parties are contemplating road usage that is consistent with or typical of the existing land use; that existing use is open space or forestry, with multi-acre residential lots permitted. Accordingly, if at any time in the future it will be permitted to have large-scale development or activity (whether retail, office, storage, industrial, residential subdivision, or otherwise) that substantially changes the size, type, or number of vehicles using the road, then the formula for allocating maintenance costs will have to be reviewed and most probably revised.

### **III. Route of Road**

#### **III.1. Each Owner to Determine Own Route.** Subject

to their over-riding responsibility to the other parties that such other parties are assured the continual lawful use of the road, and subject also to the terms of this Part III, the respective owners of "A" Property and "B" Property shall have the right, at their sole expense, to decide on the route of the road from the point where it has crossed the boundary (whether from the public road or from the other Property subject hereto) onto their property, and from there to the point where it leaves their property and crosses to the other Property subject hereto. Therefore, each party, at their own expense, shall have the right to re-route or re-locate that portion of the road which lies within their own property or their responsibility as set forth herein. Any such re-routing shall, however, comply with the terms of this Part III of this Agreement.

#### **III.2. Standards.** Either party, in re-routing or

re-locating the road on their property, shall assure that the



road is built in a manner that complies with all then-existing government regulations (including, but not limited to, such matters as width, clearance, gradient, or radius of curves) applicable to private roads in the proposed location on their property.

**III.3. "Crossing Points".** Except as provided in the next two paragraphs, any party who re-routes or re-locates the road on their own property shall do so in a manner that preserves the existing crossing point where the road crosses the property line and connects with the extension or continuation of the road on the other property (or on any later-created portion or parcel of the other property).

**III.4. Exception; Purchaser may change Crossing.**

a. Rationale. The existing route of the road as it crosses "A" Property can be roughly described as traversing along the middle of the northern half of "A". This route both bi-sects that portion of "A" designated and used as a homesite, and also comes uncomfortably close to the watershed and holding basin for the natural spring which serves both "A" and "B". Therefore, and without obligating itself to do so, Purchaser declares its intent to re-route the road across "A" by placing it relatively close, and generally parallel, to the northern property line of "A". Such a route or alignment will also provide much more direct and straightforward access across "A" to the existing homesite on "B".

b. Purchaser's Reserved Rights. If Purchaser in fact re-routes the road across "A" Property, as contemplated herein, then, if the existing crossing point from "A" to "B" were to be retained, the new route would involve two very sharp turns (one of them truly an acute-angle or "hairpin" turn). To avoid this, and in constructing a new road along its proposed alignment (generally close to the northern property line), Purchaser therefore reserves the right, which is hereby acknowledged and confirmed by Seller, to create a new crossing point to "B" Property, and then, at Purchaser's sole expense, to extend or continue the new road a short distance across "B" Property until it joins the existing road.

**III.5. Exception; Mutual Agreement.** As a further exception to the general duty to retain existing crossing points, it is agreed that any two adjoining property owners shall have the right, by mutual agreement, to jointly re-locate the road across their respective parcels and, as part of such project, to re-locate their shared crossing point as well.

#### IV. Road Maintenance

**IV.1. General Provision.** The parties understand that their benefit as a user of the road will be meaningful only if the road is maintained to a standard that is suitable for normal or customary vehicular traffic.

**IV.2. Individual vs. Shared Responsibility.** The parties jointly shall share in the cost of repair or maintenance made necessary by normal use or natural causes (costs such as grading, applying gravel, removing wind-fall trees, etc). However, if any repairs are made necessary by the acts of one party (acts such as carelessly falling a tree, changing water runoff on their land in a way that causes erosion or wash-out of a portion of road, use of heavy vehicles/equipment, etc), those repairs shall be the responsibility of that party.

**IV.3. Cost Allocation Between Owners.** The maintenance costs of repairing degradation arising from normal use or natural causes (that is, excluding the cost of re-routing the road, and excluding the costs of correcting an owner's careless acts, and excluding the costs attributable to heavy equipment/etc, all of which are to be borne by that owner) so that it is suitable for normal use is to be shared by all owners in proportion to the distance of their primary structure from the public road.

**IV.4. Year-Round Use; Exception for Natural Causes.** The road shall be maintained so as to permit year-round use. Provided, however, that it is understood and acknowledged that this road is located in forested hills, and sometimes is subject to weather extremes (wind, rain, snow); accordingly, the road may be rendered impassible by fallen trees, heavy snow, or other natural causes. Each party is therefore responsible for so ordering their own lives and their use of their property to have sufficient provisions, adequate vehicles, etc, for their own welfare. In other words, the mutual duty of the parties to maintain the road suitable for year-round use is subject to the practical reality that natural causes may, both, render the road impassible, and also delay the ability to then perform repairs.

**IV.5. Maintenance Decisions.** Decisions on road maintenance (whether, when, what to do, who to hire, how much to pay, etc) shall be a shared decision of the parties hereto, with each party's vote to be weighted in the same proportion as their share of the cost of maintenance. A majority of the weighted votes is necessary for any decision. Provided, that if a "losing" party on any maintenance issue believes that the majority decision is unreasonable or violates the rights granted herein, they shall have the right to submit the matter to



arbitration as provided herein. The arbitrator may overrule the majority only upon finding, by clear and convincing evidence, that the majority decision violates the specific terms or broad purposes hereof, or that, as a practical matter, it denied to a party the right of access for the reasonable and legitimate uses of their property.

**IV.6. Payment and Enforcement.** Each party shall pay their share (as determined or computed pursuant to the terms hereof) of maintenance costs, regardless of whether that share is 100% (for repairing conditions attributable to that one owner) or some smaller portion. If, within thirty days, any party has refused to pay, then any other party may file a "lien of nonpayment", which shall be formal and public notice of a claim against both the defaulting party and that portion of "A" Property or "B" Property owned by the defaulting party. Any party may then submit the matter to binding arbitration as provided herein; if the sole or substantial issue at such arbitration is whether a party did (and/or should) pay their appropriate share, the arbitrator shall make every effort to conduct the proceedings and render an award expeditiously, so that the award can then be filed as a judgment.

## **V. "Exceptional" or Heavy Use**

**V.1. General Principle.** As already stated, the shared duty of the parties is to maintain the road for normal use. "Normal" does not include use by heavy vehicles or equipment such as large multi-axle trucks, construction vehicles, moving vans, logging equipment, and the like. Such costs are to be borne by the party whose use of their own property subjected the road to the heavy use.

**V.2. "Improvement" and "Repair" Both Covered.** In a given case, a party's responsibility to pay for their own heavy use of the road may mean that they must improve the road in advance, to render it suitable for such use; or, it may mean that they must repair the road after damage has occurred. The controlling principle is that the road must be kept in a condition suitable for normal use by the other parties.

## **VI. Arbitration**

**VI.1. General Principles.** If the parties hereto are unable to resolve any difference regarding their rights, responsibilities, or duties under this agreement, the matter

shall be submitted to binding arbitration.

**VI.2. Appointment of Arbitrator.** If the parties themselves can not agree to the appointment of a single arbitrator, any party may petition the Superior Court of Skamania County to do so. Any arbitrator shall be disinterested, and, if at all possible, shall have background or experience in the particular issue or dispute in question.

**VI.3. Right to File Lis Pendens.** Upon the appointment of an arbitrator to hear and decide any issue or dispute hereunder, any affected party may file a Lis Pendens or similar notice as a matter of public record; instead of referencing the Court proceeding (by definition, the proceeding will be non-judicial before an arbitrator, rather than a matter of Court record), such notice shall briefly summarize the matter or issue in dispute, and shall give the name/address/phone of the arbitrator.

**VI.4. Rules and Procedure.** The arbitrator may establish the rules, procedures, and schedule of the arbitration proceeding. The parties now agree that giving each party a reasonable opportunity to present their position, and then reaching a fair and expeditious decision that enforces the purposes of this Agreement, are more important values than following legal rules of evidence or technical guidelines.

**VI.5. Both Easement and Contract.** The parties intend, and in conducting any arbitration proceeding the arbitrator shall be guided by, the fact that two distinct bodies of law apply both to the rights and responsibilities of the parties, and therefore to their ability to enforce such matters in arbitration. Specifically, an arbitrator shall consider this agreement under real estate law as an easement, and under contract law as a contract, and may apply principles from both bodies of law in reaching his/her decision.

**VI.6. Decision; Costs and Fees.** The decision of the arbitrator shall be binding, and may be registered in Superior Court as a Judgment. In rendering his/her decision, the Arbitrator shall have the right to award attorneys fees, costs, and their own fee.

**VI.7. Dual Nature of Judgment.** Any judgment registered in Superior Court, based on the decision or award of an arbitrator in any proceeding to determine the duties and responsibilities of the parties hereto, shall have a dual nature or dual effect. First, it shall be a personal judgment against the indicated party(ies) as judgment debtors, and, second, it shall be a judgment lien against whatever portion of "A" Property

or "B" Property is associated with the judgment debtor(s); for these purposes, property "associated with" the judgment debtors shall include, in addition to that portion of "A" or "B" they then own, any portion of "A" or "B" which they sold/transferred/conveyed subsequent to the events or conduct that gave rise to the arbitration matter and the eventual judgment. Provided, however, that the resulting judgment lien against any formerly-owned-but-subsequently-conveyed property shall take effect as of the date the arbitration decision is registered with the Court, or the date a "lien of nonpayment" or "lis pendens" or similar notice was filed as a public record, whichever first occurred.

## VII. Amendment

**VII.1. General Provision.** This Agreement may be amended at any time by unanimous agreement, written, signed by all then-owners of "A" Property or "B" Property, or the then-portions thereof, and duly recorded in the records of Skamania County, Washington.

**VII.2. Special Provision.** If the parties do not unanimously agree on any requested amendment, a "losing" party may have the matter submitted to arbitration as provided herein. If the arbitrator then finds, by clear and convincing evidence, both: that a substantial change of circumstance has occurred since the signing and recording hereof, or that through oversight or carelessness some appropriate or reasonable provision has been omitted from this agreement, and that such provision is an important part of assuring to each party the right and the opportunity of reasonable continuous shared use of the road for lawful purposes pursuant to this Agreement, and/or of assuring to each party the meaningful right and opportunity to have others share in certain costs as provided herein; and also, that the proposed amendment would ameliorate the adverse effects of such substantial change, oversight, or carelessness, and would further the purposes hereof, then the arbitrator shall render a decision to implement the proposed amendment.

## VIII. Signing

**VIII.1. Counterpart Signatures.** The parties and each signatory agree that, if more convenient, they may each sign separate copies of this agreement; these separate signature

pages may then be combined with one another, and, together, they shall be treated as one fully-signed document.

DATED this 19<sup>th</sup> day of November, 2010.

DRJ:drj  
[C:\WP51\10-NTSC\SAHORE\ROADAGMT.V-2]

Unofficial  
Copy

Buyer(s)

*Lois R. Wallin Sanchez*  
LOIS R. WALLIN SANCHEZ

*David Sanchez*  
DAVID SANCHEZ

LORIN M SANCHEZ

*Lily Young*  
Lily LILLY YOUNG

*Sean I Sanchez*

SEAN I SANCHEZ

*Rebecca Sanchez*

REBECCA SANCHEZ

Unofficial Copy



STATE OF Washington

)

) ss.

COUNTY OF Clark

)

I certify that I know or have satisfactory evidence that Lois R. Wallin-Sanchez, David Sanchez and Rebecca Sanchez signed this instrument, and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 19, 2010

*Kerry S Newell*

Name: Kerry S Newell

Notary Public in and for the State of Washington,  
residing at Ridgefield

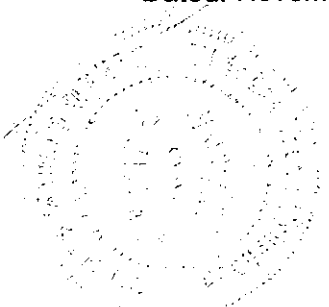
My appointment expires: June 3, 2014



STATE OF Georgia )  
COUNTY OF Dekalb ) ss.

I certify that I know or have satisfactory evidence that Sean I Sanchez signed this instrument, and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 22, 2010

  
Therese Trent Voorhees  
Name:  
Notary Public in and for the State of Georgia  
residing at Stone Mountain GA  
My appointment expires: 12/27/11

Order Number: 19450kn

**Therese Trent Voorhees**  
**Notary Public**  
**Dekalb County, Georgia**  
**My Commission Exp. Dec. 27, 2011**

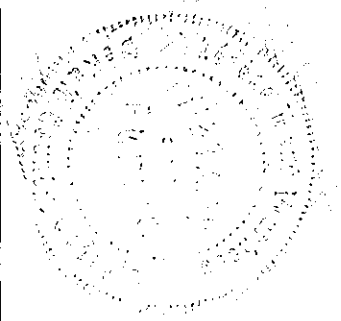
Unofficial Copy

STATE OF *Georgia*  
COUNTY OF *Dekalb*

)  
) ss.  
)

I certify that I know or have satisfactory evidence that Lorin M. Sanchez and Lilly Young signed this instrument, and acknowledged it to be they free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: November 22, 2010



*Thérèse Trent Voorhees*

Name:

Notary Public in and for the State of Georgia

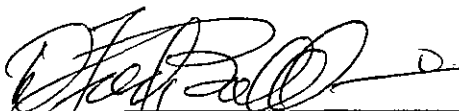
residing at *Stone Mountain, GA*


My appointment expires: *12/27/11*


Order Number: 19450kn


**Thérèse Trent Voorhees**  
**Notary Public**  
**Dekalb County, Georgia**  
**My Commission Exp. Dec. 27, 2011**

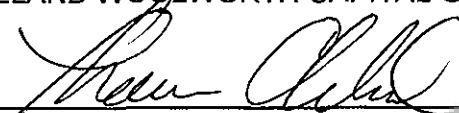
Unofficial Copy


BY:   
D. Fred Baldwin  
Member

BY:   
Rick Baldwin  
Member

BY:   
Richard M. Linn  
Member  
CLELAND WOOLWORTH CAPITAL GROUP, LLC

BY:   
Scott Baldwin  
Member

BY:   
Thane Cleland  
Member

BY:   
Gary Woolworth  
Member

Unofficial Copy

STATE OF Washington

)

) ss.

COUNTY OF Clark

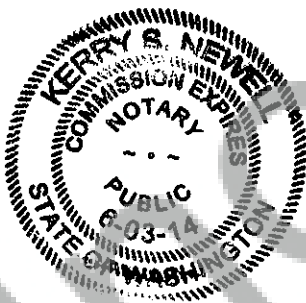
)

I certify that I know or have satisfactory evidence that D. Fred Baldwin, Rick Baldwin, Richard M. Linn and Scott Baldwin signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of Excelsior Management Group, LLC and Tangerine, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 30, 2010

*Kerry S. Newell*

Name: Kerry S Newell  
Notary Public in and for the State of Washington,  
residing at Ridgefield  
My appointment expires: June 3, 2014





STATE OF Washington

)

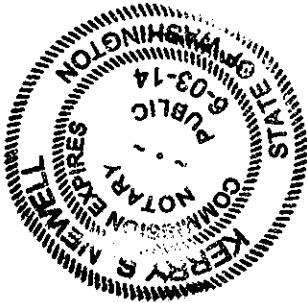
) ss.

COUNTY OF Clark

)

I certify that I know or have satisfactory evidence that Thane Cleland & Gary Woolworth signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Members of Cleland Woolworth Capital Group, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: November 30, 2010



Kerry S. Newell  
Name: Kerry S/Newell  
Notary Public in and for the State of Washington,  
residing at Ridgefield  
My appointment expires: June 3, 2014

Unofficial Copy

EXHIBIT 'A'

PARCEL I

The Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter, the North Half of the Northwest Quarter of the Southwest Quarter all in Section 20, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

EXCEPT the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter of said Section 20.

Together with the following:

A tract of land in Section 19, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point 2509.35 feet North of the Southeast Corner of said Section 19, thence North 50°48' West, a distance of 206.71 feet; thence East 160.19 feet, to the quarter corner of Section 19; thence South along the East line of Section 19, a distance of 130.65 feet, to the point of beginning.

PARCEL II

The South Half of the Northwest Quarter of the Southwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXHIBIT 'B'

PARCEL III

The Northeast Quarter of the Northeast Quarter of the Northwest Quarter of the Southwest Quarter and the North Half of the Northeast quarter of the Southwest Quarter all in Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 20.

PARCEL IV

The South Half of the Northeast Quarter of the Southwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.