AFN #2012180818 Recorded 06/07/2012 at 03:56 PM DocType: MISC Filed by: SKAMANIA COUNTY TITLE COMPANY Page: 1 of 17 Auditor Timothy O. Todd Skamania County, WA

After Recording Return To: Jill D. Laney Cosgrave Vergeer Kester LLP 500 Pioneer Tower 888 SW Fifth Avenue Portland, OR 97204

Abbreviated Legal Description:

A portion of Section 15, Township 4 North,

Range 7 East

Assessor's Property Tax Parcel Account Number(s):

A portion of 04-07-15-0-0-0200-00

6.5

# **TEMPORARY LICENSE**

This TEMPORARY LICENSE ("License") is entered into this day of , 2012 ("Effective Date"), by and between Joseph A. Birkenfeld ("Licensor") and Mary Lee Birkenfeld, in her individual capacity and as Personal Representative of the Estate of William J. Birkenfeld ("Licensee").

## Recitals

- A. Licensor owns certain land situated in Skamania County, Washington, all as more particularly described or shown on Exhibit "A" attached hereto and made a part of this Agreement ("Licensor's Property").
- **B.** The Licensor and the Licensee jointly own real property as tenants in common described on Exhibit "B" ("Lake Property") that is served by an Easement for Ingress and Egress ("Easement"), a copy of which is attached as Exhibit C.
- C. Licensor and Licensee agree that Licensor will grant a temporary license to Licensee, which license shall permit Licensee to travel over Licensor's Property for purposes of accessing the Lake Property upon the terms and conditions set forth in this License.

# Agreement

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, which the parties acknowledge receiving, and the mutual covenants contained herein, the parties agree as follows:

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- 1. Grant of License. Licensor hereby grants to Licensee and Licensee's heirs and assigns, a non-exclusive license for reasonable access over Licensor's Property, for the purpose of accessing the Lake Property. A party's permitted use of the License includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees. In the event the Easement is not reasonably passable by passenger vehicle as a result of flooding, washout or any other reason not arising out of Licensee's misconduct, Licensor shall immediately permit Licensee to travel over a portion of the Licensor's Property using any other passable access as determined by the Licensor to the Lake Property, and all provisions of this License shall apply to Licensee's use of such access.
- 2. Term. The term of this License shall commence on the Effective Date and shall continue until the completion of the access road described in more particularity in the Easement (Exhibit "C"). In addition, this License shall be automatically reinstated, without further action by either of the parties to this License, in the event that the New Road is not reasonably passable by passenger vehicles as a result of flooding, washout, or any other reason not arising out of Licensee's conduct. The License will continue until access across the Easement has been restored and will thereafter be automatically reinstated at any time the Easement is not reasonably passable at any time in the future as described above. Notwithstanding the foregoing, this License, and all automatic reinstatement of same shall terminate and be of no further force or effect upon the earlier to occur of the following:
  - (a) No member of the May Lee Birkenfeld Group owns any fee interest in the Lake Property; and
  - (b) The sale or other disposition by Licensor of the Licensor's Property to a third party, as a result of which no member of the Joe Birkenfeld Group (1) owns any interest in Licensor's Property, and (2) retains or is conveyed any written right by written license or written easement to access the Lake Property across Licensor's Property; provided, however, termination in the second instance shall only occur 30 days after Licensor has (1) notified the prospective transferee, in writing, of this temporary license, and copied off such notice to Licensee, and (2) Licensor has furnished Licensee with the transferee's contact information, in writing, so that Licensee may attempt to maintain this access to the Lake Property. If any access right is thereafter not granted to Licensee, then this license will terminate upon closing of the sale to the transferee.

If Licensor is granted an access right across Licensor's Property upon his or her disposition of such property, Licensee shall be granted the same right, and this license will terminate.

For purposes of this Agreement, the "Joe Birkenfeld Group" consists of Joe Birkenfeld, his wife, his lineal descendants, the spouse of any of his lineal descendants, and the trustee (in his or her capacity as such) of any trust established for the sole benefit of any of the foregoing, and any other person who owns Licensor's Property and allows a member of such group to access the Lake Property across Licensor's Property;

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and any business entity in which any of the foregoing owns an interest or is associated, directly or indirectly.

Also for purposes of this Agreement, the "Mary Lee Birkenfeld Group" consists of Mary Lee Birkenfeld, her children, the spouse of any of her children and the trustee (in his or her capacity as such) of any trust established for the sole benefit of any of the foregoing, and any business entity in which any of the foregoing owns an interest or is associated, directly or indirectly.

- 3. Indemnification/Holdback. Licensee and Licensor shall indemnify and hold the other harmless from any and all liability associated with their use of the License Area, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees and employees, except where the party seeking indemnity has been negligent or failed to perform its obligations under this Agreement.
- 4. Attorneys' Fees. In the event either party hires an attorney to defend or enforce this License, the prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the License, whether or not a lawsuit is filed.
- 5. Waiver. The failure by either party at any time to require strict performance of any provision of the License shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this License.
- 6. Successors and Assigns. This License shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
- 7. Governing Law. The parties hereto acknowledge that this License has been negotiated and entered into in the state of Washington. The parties therefore agree that this License shall be governed by interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

1-

Joseph A. Birkenfeld

LICENSEE:

Mary Lee Birkenfeld, individually and as Personal Representative of the Estate of William J. Birkenfeld

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STATE OF WASHINGTON	)
COUNTY OF SKAMANIA	ss 

On this day personally appeared before me, JOSEPH A. BIRKENFELD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6 day of June

2012.



NOTARY PUBLIC in and for the

State of Washington

My commission expires: Da

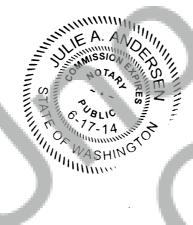
ss.

On this day personally appeared before me, MARY LEE BIRKENFELD, Personal Representative of the Estate of William J. Birkenfeld, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

a day of June

2012.



NOTARY PUBLIC in and for the

State of Washington

My commission expires O

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#### **EXHIBIT A**

#### TRACT 2

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER CORNER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 19°31'50" AN ARC LENGTH OF 501.84 FEET; THENCE SOUTH 00°45'15" WEST ALONG THE EAST LINE OF NORTHWEST QUARTER OF SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH 52°12'15" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH 19°31'44" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH 00°25'22" WEST ALONG THE WEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 312.01 FEET; THENCE NORTH 88°54'40" WEST, ALONG THE NORTH LINE OF LOT 3 AND LOT 2 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00°05'24" WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 88°53'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 15, 39.68 FEET TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 29°17'16" WEST, 279.45 FEET; (2) THENCE NORTH 33°53'16" WEST, 280.96 FEET; (3) THENCE NORTH 28°11'33" WEST, 213.80 FEET; (4) THENCE NORTH 45°07'45" WEST, 195.80 FEET; (5) THENCE NORTH 37°50'50" WEST, 196.10 FEET; (6) THENCE NORTH 23°35'15" WEST, 111.76 FEET; (7) THENCE NORTH 13°50'29" WEST, 54.11 FEET; THENCE NORTH 83°58'02" EAST, 148.47 FEET; THENCE SOUTH 85°23'05" EAST, 123.96 FEET; THENCE SOUTH 72°01'36" EAST, 157.03 FEET; THENCE SOUTH 81°19'36" EAST, 154.63 FEET; THENCE SOUTH 88°30'21" EAST, 432.35 FEET; THENCE NORTH 00°45'15" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 14°42'14" EAST, 110.84 FEET; THENCE NORTH 02°20'29" EAST, 264.36 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.50 ACRES MORE OR LESS

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### **EXHIBIT B**

#### TRACT 1

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE WEST RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH 70°22'40" WEST, 357.48 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 02°20'29" WEST, 264.36 FEET; THENCE SOUTH 14°42'14 WEST, 110.84 FEET; THENCE SOUTH 00°45'15" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 88°30'21" WEST, 432.35 FEET; THENCE NORTH 81°19'36" WEST, 154.63 FEET; THENCE NORTH 72°01'36" WEST, 157.03 FEET; THENCE NORTH 85°23'05" WEST, 123.96 FEET; THENCE SOUTH 83°58'02" WEST, 148.47 FEET, MORE OR LESS, TO THE CENTER LINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING EIGHT (8) COURSES; (1) THENCE NORTH 13°54'29" WEST, 156.86 FEET; (2) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (3) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (4) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (5) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (6) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (7) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (8) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET TO THE POINT OF BEGINNING.

**CONTAINING 25.98 ACRES MORE OR LESS** 

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AFTER RECORDING, RETURN TO: Bradley W. Andersen, Esq. Schwabe, Williamson & Wyatt 700 Washington Street, Suite 701 Vancouver, WA 98660

# MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT - NEW ROAD

Document:

Mutual and Reciprocal Declaration of Easement - New Road ("Agreement")

Reference numbers of related documents:

Parcel A Owner/Grantor:

Mary Lee Birkenfeld

Parcel B Owner/Grantor:

Joseph A. Birkenfeld

Parcel C Owner/Grantee:

Mary Lee Birkenfeld and

Joseph A. Birkenfeld

Abbreviated Legal Description:

A portion of Section 15, Township 4 North,

Range 7 East

Assessor's Property Tax Parcel

Account Number(s):

A portion of 04-07-15-0-0-0200-00

# **RECITALS**

WHEREAS, Mary Lee Birkenfeld ("Parcel A Owner") owns the real property described in Exhibit "A" ("Parcel A");

WHEREAS, Joseph A. Birkenfeld ("Parcel B Owner") owns the real property described in Exhibit "B" ("Parcel B");

WHEREAS, Joseph A. Birkenfeld and Mary Lee Birkenfeld, as Tenants-in-Common (individually and collectively "Parcel C Owner") own the real property described in Exhibit "C" ("Parcel C");

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WHEREAS, Parcel A Owner and Parcel B Owner intend to convey a) to each other a perpetual, non-exclusive, and reciprocal easement for ingress and egress across their respective properties to provide access to Parcel A and Parcel B and b) to the Parcel C Owner a perpetual, non-exclusive easement for ingress and egress over Parcel A and Parcel B for ingress and egress to Parcel C;

WHEREAS, the Parcel B Owner will, within six (6) months, construct a road ("New Road") within the easement more particularly described in this Agreement;

WHEREAS, the Parcel C Owner shall be responsible to maintain the New Road; and WHEREFORE, the parties hereby agree as follows:

### RECIPROCAL EASEMENT

- 1. Easement: The Parcel A Owner and the Parcel B Owner, in consideration of ten dollars (\$10) and other good and valuable consideration, hereby grant and convey to a) each other a 20-foot-wide a perpetual, non-exclusive, and reciprocal easement over and across their respective properties to provide access to Parcel A and Parcel B and b) to the Parcel C Owner egress and ingress access over Parcel A and B to Parcel C with the easement to be granted further described in Exhibit "D", prepared by KA Trantow Surveying ("Easement").
- 2. Purpose: The purpose of the Easement is to permit a) the Parcel A Owner and Parecel B Owner to use the New Road to access their respective properties and b) the Parcel C Owner egress and ingress across the New Road to access Parcel C.
- 3. Permitted Use: The Parcel C Owner can use the Easement for the purpose of using, maintaining, and enjoying Parcel C. A party's permitted use of the Easement includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees.
- 4. Construction and Maintenance of the Road: Joseph A. Birkenfeld shall, within six (6) months of this Agreement, construct the New Road within the New Road Easement area. The New Road shall be comprised of rock and gravel generally consistent with the existing road that provides access to Parcel C through and behind the shop yard located on Parcel B. Once constructed, the Parcel C Owners shall be responsible to maintain the New Road; EXCEPT that a) if any party causes any damage to the New Road, beyond normal wear and tear, they will be solely responsible to repair and restore the New Road back to the condition it was in before the damage occurred or b) if the Parcel A Owner and/or Parcel B Owner substantially increase their use of the New Road, the Parcel A Owner, Parcel B Owner and Parcel C Owners shall split the maintenance expenses based

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upon their percentage use of the Road. In any event, the owners of any parcel which is owned by more than one owner shall split the percentage apportioned to it in accordance with the provisions of Section 13.

- 5. Gate: The New Road shall be gated at its intersection with the Wind River Highway. The cost to construct and maintain the gate will be split 50/50 between the Parcel C Owner.
- 6. Indemnification/Hold Harmless: Parcel A Owner, Parcel B Owner, and Parcel C Owner shall indemnify and hold the others harmless from any and all liability associated with any of their use of this Easement including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement. Likewise, each Parcel C Owner shall indemnify and hold the other harmless from any and all liability associated with their use of the Easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement.
- 7. **Duration of Easement:** This Agreement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened.
- 8. Attorney Fees: In the event any party hires an attorney to defend or enforce this Agreement, the prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed.
- 9. Waiver: The failure by either party at any time to require strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Agreement.
- 10. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
- 11. Reviewed by the Parties: The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.

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- 12. Governing Law: The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.
- 13. Multiple Owners: In the event that any parcel is owned by more than one party, each owner of such parcel will share equally in any expense that is the obligation of the parcel owner and may not unreasonably withhold, condition or delay consent to any other owner's proposal in regard to any obligation to be carried out by the parcel owner.

DATED this day of	, 2012.
PARCEL A OWNER/GRANTOR:	PARCEL B OWNER/GRANTOR:
Mary Lee Birkenfeld	Joseph A. Birkenfeld
PARCEL C OWNER:	PARCEL C OWNER:
Mary Lee Birkenfeld	Joseph A. Birkenfeld
STATE OF WASHINGTON ) ss.	
COUNTY OF SKAMANIA ) 35.	
to be the individual described in and who ex	ore me, MARY LEE BIRKENFELD, to me known kecuted the within and foregoing instrument, and er free and voluntary act and deed, for the uses and
GIVEN under my hand and official	seal thisday of, 2012.
	NOTARY PUBLIC in and for the
	State of Washington
	My commission expires:
4 - MUTUAL AND RECIPROCAL DECLARATION	ON OF EASEMENT – NEW ROAD

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STATE OF WASHINGTON )	•
OUNTY OF SKAMANIA )	ss.
to be the individual described in	speared before me, JOSEPH A. BIRKENFELD, to me known and who executed the within and foregoing instrument, and same as his free and voluntary act and deed, for the uses and

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_

NOTARY PUBLIC in and for the State of Washington
My commission expires:

, 2012.

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## EXHIBIT "A"

## Parcel A Property / Tract 3

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM ALL OF THAT LAND PLATTED WITHIN THE HANSON SHORT PLAT AS RECORDED IN BOOK 3 PAGE 116 SKAMANIA COUNTY RECORDS; ALSO EXCEPTING THEREFROM ALL OF LAND PLATTED WITHIN THE PLAT OF EL DECANSO AL RIO AS RECORDED IN BOOK A PAGE 90 OF SKAMANIA COUNTY RECORDS;

ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGEL OF 19°31'50" AN ARC LENGTH OF 501.84 FEET A CHORD WHICH BEARS SOUTH 40°30'27" EAST, 499.42 FEET; THENCE SOUTH 00°45'15" WEST, ALONG THE EAST LINE OF NORTHWEST QUARTER OF SAID SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH 52°12'15" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH 19°31'44" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH 00°25'22" WEST ALONG THE WEST LINE OF LOT 3 SAID HANSON SHORT PLAT 312.01 FEET; THENCE NORTH 88°54'40" WEST, ALONG THE NORTH LINE OF LOT AND LOT 3 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00°05'24" WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 88°53'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 15, 39.68 FEET MORE OR LESS TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (14) COURSES: (1) THENCE NORTH 29°17'16" WEST, 279.45 FEET; (2) THENCE NORTH 33°53'16" WEST, 280.96 FEET; (3) THENCE NORTH 28°11'33" WEST, 213.80 FEET; (4) THENCE NORTH 45°07'45" WEST, 195.80 FEET; (5) THENCE NORTH 37°50'50" EXHIBIT "A"

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WEST, 196.10 FEET; (6) THENCE NORTH 23°35'15" WEST, 111.76 FEET; (7) THENCE NORTH 13°50'29" WEST, 210.97 FEET; (8) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (9) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (10) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (11) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (12) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (13) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (14) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

#### INCLUDING THERETO

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION THEREOF LYING NORTHEASTERLY OF THE CENTERLINE OF THE WIND RIVER

#### INCLUDING THERETO

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXHIBIT "A"

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#### EXHIBIT "B"

### Parcel B Property / Tract 2

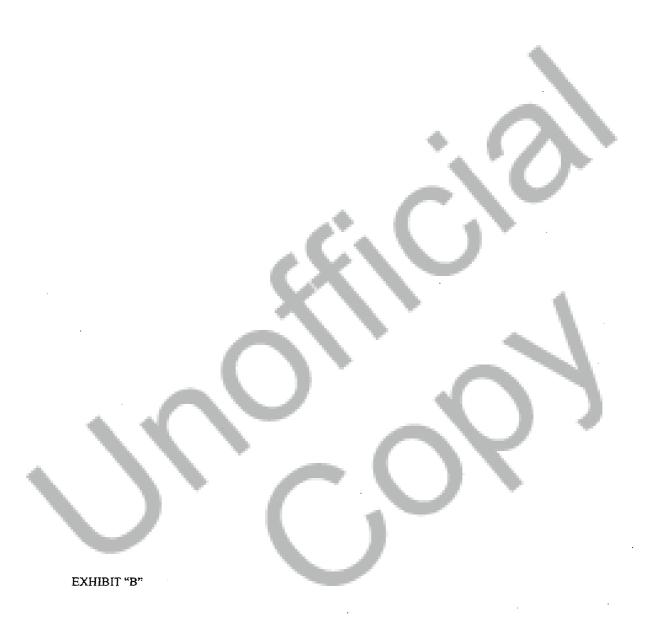
A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER CORNER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 19°31'50" AN ARC LENGTH OF 501.84 FEET; THENCE SOUTH 00°45'15" WEST ALONG THE EAST LINE OF NORTHWEST QUARTER OF SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH 52°12'15" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3: THENCE SOUTH 19°31'44" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH 00°25'22" WEST ALONG THE WEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 312.01 FEET; THENCE NORTH 88°54'40" WEST, ALONG THE NORTH LINE OF LOT 3 AND LOT 2 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00°05'24" WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 88°53'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 15, 39.68 FEET TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 29°17'16" WEST, 279.45 FEET; (2) THENCE NORTH 33°53'16" WEST, 280.96 FEET; (3) THENCE NORTH 28°11'33" WEST, 213.80 FEET; (4) THENCE NORTH 45°07'45" WEST, 195.80 PEET; (5) THENCE NORTH 37°50'50" WEST, 196.10 FEET; (6) THENCE NORTH 23°35'15" 111.76 FEET; (7) THENCE NORTH 13°50'29" WEST, 54.11 FEET; THENCE NORTH 83°58'02" EAST, 148.47 FEET; THENCE SOUTH 85°23'05" EAST, 123.96 FEET; THENCE SOUTH 72°01'36" EAST, 157.03 FEET; THENCE SOUTH 81°19'36" EAST, 154.63 FEET; EXHIBIT "B"

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THENCE SOUTH 88°30'21" EAST, 432.35 FEET; THENCE NORTH 00°45'15" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 14°42'14" EAST, 110.84 FEET; THENCE NORTH 02°20'29" EAST, 264.36 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.50 ACRES MORE OR LESS



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#### EXHIBIT "C"

## Joint Property / Tract 1

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE WEST RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH 70°22'40" WEST, 357.48 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 02°20'29" WEST, 264.36 FEET; THENCE SOUTH 14°42'14 WEST, 110.84 FEET; THENCE SOUTH 00°45'15" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 88°30'21" WEST, 432.35 FEET; THENCE NORTH 81°19'36" WEST, 154.63 FEET; THENCE NORTH 72°01'36" WEST, 157.03 FEET; THENCE NORTH 85°23'05" WEST, 123.96 FEET; THENCE SOUTH 83°58'02" WEST, 148.47 FEET, MORE OR LESS, TO THE CENTER LINE OF THE WIND RIVER, THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING EIGHT (8) COURSES; (1) THENCE NORTH 13°54'29" WEST, 156.86 FEET; (2) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (3) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (4) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (5) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (6) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (7) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (8) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.98 ACRES MORE OR LESS

Skamania County Assessor

Date 6/2/12 Parcell 4-7-15-200

EXHIBIT "C"

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## EXHIBIT "D"

# New Road Easement Legal Description

A STRIP OF LAND 20.00 FEET WIDE, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANLA COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST. SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND; THENCE SOUTH 70°22'40" WEST, ALONG THE NORTHERLY MOST LINE OF SAID TRACT 2, 357.48 FEET TO A POINT ON THE EAST LINE OF TRACT 1 AND THE NORTHWESTERLY MOST CORNER OF SAID TRACT 2. THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE EAST LINE OF TRACT 1.

EXHIBIT "D"