

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

DECLARATION OF EASEMENT – LOWER CAMPGROUND

Document: Declaration of Easement–Lower Campground
("Agreement")

Reference numbers of related documents:

Parcel A Owner/Grantor: Joseph A. Birkenfeld

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

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

WHEREAS, the Parcel A Owner intends to convey to the Parcel B Owner, for the benefit of their ownership and use of Parcel B, a 20-foot-wide non-exclusive easement for ingress and egress across Parcel A to provide the Parcel B Owner access to the existing lower campground area located on Parcel B;

WHEREFORE, the parties hereby agree as follows:

I – DECLARATION OF EASEMENT – LOWER CAMPGROUND

RECIPROCAL EASEMENT

1. Easement: The Parcel A Owner, for and in consideration of ten dollars (\$10) and other good and valuable consideration, hereby grants and conveys to the Parcel B Owner, and their heirs and assigns, a 20-foot-wide perpetual non-exclusive easement over and across Parcel A as described in Exhibit "C", prepared by KA Trantow Surveying ("Easement").

2. Purpose: The purpose of the Easement is to permit the Parcel B Owner, and their respective heirs and assigns, ingress and egress to the existing lower campground area located on Parcel B.

3. Permitted Use: The Parcel B Owner can use the Easement for the purpose of accessing, using, maintaining, and enjoying the existing lower campground area located on Parcel B. A party's permitted use of the Easement includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees. The Parcel B Owner shall not be permitted to park within the Easement.

4. Maintenance of the Road: This Easement shall be maintained in a condition that will allow for vehicular ingress and egress. The Parcel A Owner and his heirs and assigns shall, except in cases of emergency, have the sole authority and responsibility to maintain this Easement, at the sole expense of Parcel A Owner.

5. Indemnification/Hold Harmless: Parcel A Owner and Parcel B Owner shall indemnify and hold the other harmless from any and all liability associated with 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 B 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.

6. 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.

7. 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.

8. 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.

9. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

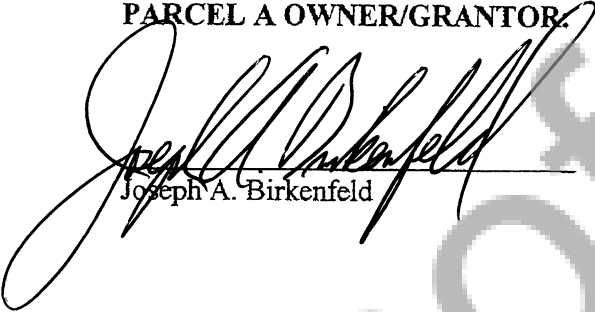
10. Reviewed by the Parties: The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.

11. 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.

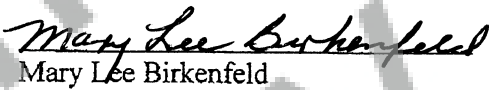
12. Multiple Owners: In the event Parcel A or Parcel B are owned by more than one party, each Parcel A Owner or Parcel B Owner, as the case may be, will share equally in any expense that is the obligation of the Parcel A Owner or Parcel B Owner and may not unreasonably withhold, condition, or delay consent to any other owner's proposal in regard to any obligation to be carried out by the Parcel A Owner or the Parcel B Owner, as applicable.

DATED this 6 day of June, 2012.

PARCEL A OWNER/GRANTOR:


Joseph A. Birkenfeld

PARCEL B OWNER/GRANTEE:


Mary Lee Birkenfeld


Joseph A. Birkenfeld

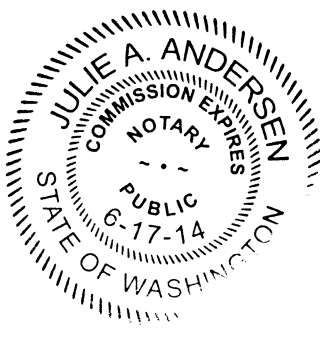
NOTARY ACKNOWLEDGEMENTS ON THE FOLLOWING PAGE

3 – DECLARATION OF EASEMENT – LOWER CAMPGROUND

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

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.



Julie A. Andersen
Julie A. Andersen
NOTARY PUBLIC in and for the
State of Washington
My commission expires: 06/17/2014

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

On this day personally appeared before me, MARY LEE 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 6 day of June, 2012.



Julie A. Andersen
Julie A. Andersen
NOTARY PUBLIC in and for the
State of Washington
My commission expires: 06/17/2014

EXHIBIT "A"**Parcel 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

EXHIBIT "A"

PDX/123153/179714/MB/9268746.1

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

EXHIBIT "A"
PDX/123153/179714/MB/9268746.1

EXHIBIT "B"**Parcel 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

EXHIBIT "B"
1492385_3.DOCX

EXHIBIT "C"**Lower Campground Easement Legal Description**

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:

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CONTAINING 6,480 SQUARE FEET MORE OR LESS

Skamania County Assessor

Date 6-7-12 Parcel# 4-7-15-200

[Signature]

EXHIBIT "C"