

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

DECLARATION OF EASEMENT – WATER PIPELINE

Document: Declaration of Easement – Water Pipeline
("Agreement")

Reference numbers of related documents:

Parcel A Owner/Grantor: Mary Lee Birkenfeld

Parcel B Owner/Grantee: Joseph A. Birkenfeld and
Mary Lee Birkenfeld

Abbreviated Legal Descriptions: A portion of Section 15, Township 4 North,
Range 7 East and a portion of Section 9,
Township 4 North, Range 7 East.

**Assessor's Property Tax Parcel
Account Number(s):** A portion of 04-07-15-0-0-0200-00
and a portion of 04-07-00-0-0-0170-00.

RECITALS

WHEREAS, Mary Lee Birkenfeld owns the two real estate parcels described in Exhibit "A" ("Tract 3") and Exhibit "B" ("Mary Lee's Homesite") (both parcels shall be collectively referred to herein as "Parcel A"). Mary Lee Birkenfeld, as owner of Parcel A, is hereafter referred to as "Parcel A Owner";

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

WHEREAS, the Parcel A Owner intends to convey to the Parcel B Owner a 25-foot-wide water pipeline easement ("Water Pipeline Easement") to allow the existing water

pipeline ("Pipeline") that originates from Cold Creek to continue to supply water to the lake located on Parcel B, together with access over Parcel A for the purpose of accessing the Water Pipeline Easement to perform mutually agreed repairs and maintenance on the Pipeline;

WHEREAS, Parcel B Owner shall be jointly responsible to maintain and repair the Pipeline; and

WHEREFORE, the parties hereby agree as follows:

RECIPROCAL EASEMENT

1. Easement: Parcel A Owner, in consideration of ten dollars (\$10) and other good and valuable consideration, hereby grants and conveys to the Parcel B Owner a 25-foot-wide perpetual and non-exclusive easement over and across Parcel A as more particularly described in Exhibit "D", prepared by KA Trantow Surveying ("Water Pipeline Easement") and the existing pipeline ("Pipeline"). In addition, Parcel A Owner hereby grants and conveys to Parcel B Owner a perpetual and non-exclusive easement for access over Parcel A, to access the Waterline Pipeline Easement for the purposes set forth in Section 2 below.

In the event and to the extent that Parcel B Owner requires vehicular access over Parcel A for purposes of repair and maintenance of the Pipeline, Parcel A Owner shall clear the road more particularly described on Exhibit "E" ("Access Road") to make the Access Road passable for repair equipment. Parcel A Owner grants and conveys to Parcel B Owner a perpetual and non-exclusive easement over the cleared Access Road for the purposes of such maintenance and repair. Except in cases of an emergency as provided below, Parcel A and Parcel B Owners must mutually agree that vehicular access is reasonably required for Parcel B Owner to complete maintenance and repair of the Pipeline before Parcel A Owner shall have any obligation to clear the Access Road. If the Access Road is cleared in accordance with the provisions of this Section 1, Parcel A Owner shall have no obligation to maintain the Access Road as clear and passable, unless such passage is necessitated by a future repair or maintenance need, in which case Parcel A Owner will make the Access Road passable for repair equipment. Notwithstanding the above, Parcel B owner shall, in the case of an emergency, have the right to clear the Access Road for purposes of providing access to the Pipeline. Repair vehicles will be permitted only on the Access Road and the 15-foot-wide strip of that portion of the Water Pipeline Easement located on the southwesterly side of the Pipeline. Other than vehicles that are being used to repair or maintain the Pipeline, no vehicles shall be parked or operated on the Water Pipeline Easement or the Access Road.

In addition, the Parcel B owner may use the existing driveway that serves Mary Lee's Homesite for the limited purpose of checking and maintaining the Pipeline; provided, however, Parcel B owner agrees, except in the event of an emergency, Parcel B owner will provide the owner of Mary Lee's Homesite with 24 hours' prior notice before Parcel B owner drives any vehicles on the driveway of Mary Lee's Homesite for such purpose.

2. Purpose: The purpose and permitted use of the Water Pipeline Easement and Pipeline is to allow for the continued use, repairs, and maintenance of the Pipeline for the enjoyment of Parcel B.

3. Maintenance of the Pipeline: Parcel B Owner shall be responsible to maintain the Pipeline in an operable condition and repair. Parcel B Owner shall also be responsible to maintain the Water Pipeline Easement. Except as provided below, Parcel A Owner shall have the sole authority and obligation to maintain the Access Road at Parcel A Owner's expense.

4. 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 the Water Pipeline Easement, the Access Road or the Pipeline, 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 Water Pipeline Easement, the Access Road, or the Pipeline, 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 or wantonly failed to perform its obligations under this Agreement.

5. 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.

6. 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.

7. Waiver: The failure by any 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 Easement.

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


9. 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.

10. Governing Law: The parties hereto acknowledge that this Agreement has

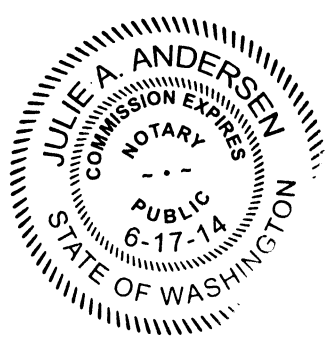
STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

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

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



Unofficial Copy

EXHIBIT "A"

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"

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"

EXHIBIT "B"

Mary Lee's Homesite

All that portion of the south 200 feet of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 9, Township 4 North, Range 7 E.W.M., lying easterly of the centerline of County Road 21370 designated as the Little Soda Springs Road; and

The west 100 feet of the south 200 feet of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 10, Township 4 North, Range 7 E.W.M.; and

All that portion of the west 100 feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 4 North, Range 7 E.W.M., lying northerly of said Little Soda Springs Road; and

All that portion of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 16, Township 4 North, Range 7 E.W.M., lying northeasterly of said Little Soda Springs Road;

The aforesaid four tracts containing
21 acres, more or less;

SUBJECT to right of way for said Little Soda Springs Road and the interest of the grantees acquired in the aforesaid probate proceedings.

EXHIBIT "B"

EXHIBIT "C"
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 $88^{\circ}53'17''$ 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 $30^{\circ}44'34''$ EAST, ALONG THE WEST RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH $70^{\circ}22'40''$ WEST, 357.48 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH $02^{\circ}20'29''$ WEST, 264.36 FEET; THENCE SOUTH $14^{\circ}42'14''$ WEST, 110.84 FEET; THENCE SOUTH $00^{\circ}45'15''$ WEST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH $88^{\circ}30'21''$ WEST, 432.35 FEET; THENCE NORTH $81^{\circ}19'36''$ WEST, 154.63 FEET; THENCE NORTH $72^{\circ}01'36''$ WEST, 157.03 FEET; THENCE NORTH $85^{\circ}23'05''$ WEST, 123.96 FEET; THENCE SOUTH $83^{\circ}58'02''$ 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 $13^{\circ}54'29''$ WEST, 156.86 FEET; (2) THENCE NORTH $07^{\circ}50'45''$ WEST, 116.83 FEET; (3) THENCE NORTH $14^{\circ}39'45''$ WEST, 94.91 FEET; (4) THENCE NORTH $06^{\circ}00'50''$ WEST, 87.29 FEET; (5) THENCE NORTH $05^{\circ}06'27''$ EAST, 56.79 FEET; (6) THENCE NORTH $27^{\circ}25'52''$ EAST, 44.74 FEET; (7) THENCE NORTH $51^{\circ}48'29''$ EAST, 56.69 FEET; (8) THENCE NORTH $88^{\circ}32'52''$ 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 $36^{\circ}51'01''$ EAST, 1037.57 FEET; THENCE SOUTH $74^{\circ}49'05''$ EAST, 39.93 FEET; THENCE SOUTH $39^{\circ}43'14''$ EAST, 142.98 FEET; THENCE SOUTH $24^{\circ}27'49''$ EAST, 647.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.98 ACRES MORE OR LESS

EXHIBIT "C"

EXHIBIT "D"**Water Pipeline Easement Legal Description**

A STRIP OF LAND 25.00 FEET WIDE, BEING A PORTION OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS, LOCATED IN NORTHWEST QUARTER OF SECTION 15 AND THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 7 EAST. SAID STRIP OF LAND LYING 15.00 FEET ON THE SOUTHWESTERLY SIDE AND 10.00 FEET ON THE NORTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE.

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 $88^{\circ}53'17''$ 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 $30^{\circ}44'34''$ EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH $70^{\circ}22'40''$ WEST, 357.48 FEET TO A POINT ON THE EASTERLY SIDE OF TRACT 1; THENCE ALONG THE EASTERLY AND SOUTHERLY LINE OF TRACT 1 THE FOLLOWING EIGHT (8) COURSES; (1) THENCE SOUTH $02^{\circ}20'29''$ WEST, 264.36 FEET; (2) THENCE SOUTH $14^{\circ}42'14''$ WEST, 110.84 FEET; (3) THENCE SOUTH $00^{\circ}45'15''$ WEST, 405.25 FEET; (4) THENCE NORTH $88^{\circ}30'21''$ WEST, 432.35; (5) THENCE NORTH $81^{\circ}19'36''$ WEST, 154.63 FEET; (6) THENCE NORTH $72^{\circ}01'36''$ WEST, 157.03 FEET; (7) THENCE NORTH $85^{\circ}23'05''$ WEST, 123.96 FEET; (8) THENCE SOUTH $83^{\circ}58'02''$ WEST, 148.47 FEET MORE OR LESS TO THE CENTER LINE OF THE WIND RIVER; THENCE NORTHERLY FOLLOWING THE CENTERLINE OF SAID WIND RIVER FOR THE FOLLOWING THREE (3) COURSES; (1) THENCE NORTH $13^{\circ}54'29''$ WEST, 156.86 FEET; (2) THENCE NORTH $07^{\circ}50'45''$ WEST, 116.83 FEET; (3) THENCE NORTH $14^{\circ}39'45''$ WEST, 51.25 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING PIPE AND THE POINT OF BEGINNING OF THE CENTERLINE BEING DESCRIBED; THENCE FOLLOWING THE CENTERLINE OF AN EXISTING PIPE LINE TO THE WATER INTAKE BOX THE FOLLOWING TWENTY ONE (21) COURSES; (1) THENCE SOUTH $86^{\circ}04'51''$ WEST, 65.79 FEET; (2) THENCE NORTH $36^{\circ}38'45''$ WEST, 10.24 FEET; (3) THENCE NORTH $22^{\circ}43'05''$ WEST, 195.41 FEET; (4) THENCE NORTH $28^{\circ}03'40''$ WEST, 133.57 FEET; (5) THENCE NORTH $33^{\circ}52'36''$ WEST, 107.71 FEET; (6) THENCE NORTH $33^{\circ}41'03''$ WEST, 115.34 FEET; (7) THENCE NORTH $32^{\circ}52'50''$ WEST, 128.92 FEET; (8) THENCE NORTH $35^{\circ}37'23''$ WEST, 67.72 FEET; (9) THENCE NORTH $39^{\circ}42'16''$ WEST, 30.53 FEET; (10) THENCE NORTH $43^{\circ}21'55''$ WEST, 27.94 FEET; (11) THENCE NORTH $47^{\circ}07'23''$ WEST, 28.12 FEET; (12) THENCE NORTH $50^{\circ}54'13''$ WEST, 18.14 FEET; (13) THENCE NORTH $53^{\circ}10'32''$ WEST, 65.91 FEET; (14) THENCE NORTH $56^{\circ}57'01''$ WEST, 48.20 FEET; (15) THENCE NORTH $61^{\circ}17'32''$ WEST, 111.73 FEET; (16) THENCE NORTH $59^{\circ}58'29''$ WEST, 56.12 FEET; (17) THENCE NORTH $58^{\circ}36'19''$ WEST, 40.15 FEET; (18) THENCE NORTH $60^{\circ}18'01''$ WEST, 28.90 FEET; (19) THENCE NORTH $54^{\circ}54'00''$ WEST, 28.01 FEET; (20) THENCE NORTH $59^{\circ}16'54''$ WEST, 86.82 FEET; (21) THENCE NORTH $62^{\circ}11'06''$ WEST, 11.04 FEET TO THE INTAKE BOX LOCATED AT AN EXISTING CREEK AND THE POINT OF TERMINUS OF THIS DESCRIPTION. THE SIDELINES OF SAID 25.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE WEST LINE OF TRACT 1.

EXHIBIT "D"

EXHIBIT "E"**Access Road Easement Legal Description**

A STRIP OF LAND 15.00 FEET WIDE, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS, LOCATED IN NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST. SAID STRIP OF LAND LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCING AT THE NORTH SIXTEENTH CORNER COMMON TO SECTION 15 AND SECTION 16, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 00°43'31" WEST ALONG THE WEST LINE OF SAID SECTION 15, 495.83 FEET; THENCE NORTH 89°16'29" EAST, 204.30 FEET TO A POINT ON THE SOUTHWESTERLY SIDE OF A 25.00 FOOT WIDE PIPELINE EASEMENT AND THE POINT OF BEGINNING OF THE CENTERLINE BEING DESCRIBED HEREIN; THENCE FOLLOWING THE CENTERLINE OF AN EXISTING ROAD THE FOLLOWING EIGHT (8) COURSES: (1) THENCE SOUTH 11°22'41" EAST, 85.49 FEET; (2) THENCE SOUTH 03°04'22" EAST, 65.19 FEET; (3) THENCE SOUTH 06°34'24" WEST, 32.53 FEET; (4) THENCE SOUTH 70°33'46" WEST, 79.91 FEET; (5) THENCE SOUTH 40°16'25" WEST, 39.85 FEET; (6) THENCE SOUTH 30°26'28" WEST, 35.13 FEET; (7) THENCE SOUTH 00°18'20" WEST, 146.81 FEET; (8) THENCE SOUTH 17°28'27" WEST, 39.99 FEET MORE OR LESS TO THE NORTHEASTERLY RIGHT-OF-WAY OF SZYDLO ROAD AND THE POINT OF TERMINUS OF THE CENTERLINE. THE SIDELINES OF SAID 15.00 FOOT WIDE STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE NORTHEASTERLY RIGHT-OF-WAY OF SAID SZYDLO ROAD AND THE SOUTHWESTERLY LINE OF SAID PIPELINE EASEMENT.

Skamania County Assessor
 Date 6/7/12 Parcel# 4-7-15-200
 GS + 4-7-00-170

EXHIBIT "E"