AFN #2015000474 Recorded 03/19/2015 at 11:48 AM DocType: RMA Filed by: MITCHELL

D PATTON Page: 1 of 6 Auditor Robert J. Waymire Skamania County, WA

RETURN ADDRESS:

Mitchell D. Patton 9561 Washougal River Road Washougal, WA 98671

Document: Termination of Road Maintenance Agreement

Grantor: Mitchell Dean Patton, a married person as his separate property

Grantee: James E. Hoffman and Jo L. Hoffman, husband and wife

Legal Desc.: # 1700, SW 1/4 Sec. 32-2-5 EWM and # 0100 NW 1/4 Sec 5-1-5 EWM

Parcel ID. 02-05-32-4-0-1700-00 and 01-05-05-0-0-010-000 Reference: AF# 2004154913 \$\mathref{L}W 3\19\5\\$

TERMINATION OF ROAD MAINTENANCE AGREEMENT

THIS TERMINATION OF ROAD MAINTENANCE AGREEMENT ("Agreement") is entered into this day of Marchan, 2015, by MITCHELL DEAN PATTON, a married person as his separate property ("PATTON"), and JAMES E. HOFFMAN and JO L. HOFFMAN, husband and wife, ("HOFFMAN"). Patton and Hoffman shall sometimes collectively be referred to in this Agreement as the "Parties".

RECITALS

- A. WHEREAS, Hoffman owns that certain real property located in Skamania County, Washington, more particularly described in Exhibit "A" attached hereto ("Hoffman's Parcel"); AND; AND
- B. WHEREAS, Patton owns that certain real property located in Skamania County, Washington, more particularly described in Exhibit "B" attached hereto ("Patton's Parcel") lying immediately adjacent to Hoffman's Parcel; AND
- C. WHEREAS, Patton and Hoffman previously executed a Road Maintenance Agreement ("Road Maintenance Agreement"), dated October 21, 2004, and recorded under Skamania County Auditor's File Number 2004154913. Item Number 13 of said Road Maintenance Agreement allows for amendment or modification of the Road Maintenance Agreement, but only by written instrument executed by all parties; AND
- D. WHEREAS, Patton and Hoffman desire to terminate the Road Maintenance Agreement ("Road Maintenance Agreement"), dated October 21, 2004

AFN #2015000474 Page: 2 of 6

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby release, relinquish and terminate the Road Maintenance Agreement recorded under Skamania County Auditor's File Number 2004154913, and, henceforth, the Road Maintenance Agreement shall be null and void and of no further force or effect.

Executed by the Parties on the day and year first written above.

OWNER:

Michael Deur Patter

STATE OF WASHINGTON :ss

County of)

I certify that I know or have satisfactory evidence that Mitchell Dean Patton is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public in and for said County and State of residing at Clark Countr

My Appointment Expires

OWNER:

James E. Hoffman

Jo L. Hoffman

STATE OF WASHINGTON

:ss

County of Clark
)

I certify that I know or have satisfactory evidence that James E. Hoffman is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Notary Public
State of Washington
SUSAN L DE LA ROCHA
MY COMMISSION EXPIRES
MAY 15, 2017

Dated:

Notary Public in and for said County and State of WA residing at Washough WA

My Appointment Expires 5/15/2017

STATE OF WASHINGTON

County of Clark

I certify that I know or have satisfactory evidence that Jo L. Hoffman is/are the persons who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3 13 2015 ,2

:SS

Notary Public
State of Washington
SUSAN L DE LA ROCHA
MY COMMISSION EXPIRES
MAY 15, 2017

Notary Public in and for said County and State of residing at washing at who cal who

My Appointment Expires 5//

AFN #2015000474 Page: 4 of 6

EXHIBIT A

HOFFMAN LEGAL

Parcel A:

The West Two-Thirds of the North Half of the North Half (W2/3 W1/2 W1/2) of Section 4, Township 1 North, Range 5 E.W.M., and the West Two-Thirds of the South Half of the South Half (W2/3 S1/2 S1/2) of Section 33. Township 2 North, Range 5 E.W.M.

EXCEPT the following described tract: Beginning at a point 13.31 chains North of the southeast corner of the West Two-Thirds of the North Half of the North Half of the South Half of said Section 33; thence West 2,017.62 feet; thence South 26.26 chains to a point due West of the point of beginning; thence East to the point of beginning.

AND EXCEPT the following described tract: Beginning at the southeast corner of the West Two-Thirds of the North Half of the North Half of said Section 4; thence North 13.31 chains; thence West 20.16 chains; thence South 13.21 chains; thence East 20.16 chains to point of beginning.

AND EXCEPT the following described tract: Beginning at the northwest corner of the South Half of the South Half of the said Section 33; then South 21.16 chains; thence East 7.95 chains; thence North 21.16 chains to the North line of the South Half of the South Half of the said Section 33; thence West to the point of beginning.

Parcel B:

The North Half of the North Half (W1/2 W1/2) of Section 5, Township 1 North, Range 5 E.W.M.

EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of said Section 5 described as follows: Beginning at the northeast corner of the Northwest Quarter of the

AFN #2015000474 Page: 5 of 6

EXHIBIT A continued

Northwest Quarter of said Section 5; thence South to the Northerly right-of-way line of the county road known as the Frank Uram Road; thence in a Southwesterly direction following the Northwesterly line of the said Frank Uram Road to intersection with the Northerly right-of-way line of State Secondary Highway No. 8-B; thence following the Northerly right-of-way line of said Highway in a Northwesterly direction to intersection with the West line of the said Section 5; thence North to the northwest corner of the said Section 5; thence East to the point of beginning.

AND EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of the said Section 5 described as follows: Beginning at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 5; thence East 573.78 feet to center of State Secondary Highway No. 8-B; thence following the center of said highway North 61 ° 11 'West 393.25 feet; thence following the center of said highway North 43 ° 57 'West 330.74 feet to the West line of the said Section 5; thence South 427.21 feet to the point of beginning.

AND EXCEPT easement granted to Northwestern Electric Company, a corporation, for electric power transmission line.

SUBJECT TO easements and rights-of-way for public roads.

AND SUBJECT TO rights-of-way granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, for a natural gas pipeline.

AFN #2015000474 Page: 6 of 6

EXHIBIT B

PATTON LEGAL

The South Half of the Southeast Quarter (S ½ of SE ¼) of Section Thirty-Two (32), Township Two (2) North, Range Five (5) East of the Willarnette Meridian; containing 80 acres, more or less.

