AFN #2015001903 Recorded 09/09/2015 at 04:38 PM DocType: RMA Filed by: COLUMBIA GORGE TITLE Page: 1 of 14 Auditor Robert J. Waymire Skamania County, WA

After Recording Return To: Gib Masters K&L Gates LLP 1 SW Columbia St, Ste 1900 Portland, OR 97258

## ACCESS, UTILITY AND ROAD MAINTENANCE EASEMENT

GRANTOR: JAMES A. WEST

GRANTOR: JAMES A. WEST AND RICHARD L. FIELDS, AS TENANTS IN COMMON GRANTOR: ZACHARY C. MCCARTY AND EMILY MCCARTY, HUSBAND AND WIFE

GRANTEE: JAMES A. WEST

GRANTEE: JAMES A. WEST AND RICHARD L. FIELDS, AS TENANTS IN COMMON GRANTEE: ZACHARY C. MCCARTY AND EMILY MCCARTY, HUSBAND AND WIFE

Legal Description:

SE 1/4 SEC 24 T7N R6E WM Abbreviated Form:

Additional legal on Exhibit A, Exhibit B and Exhibit C to document

Assessor's Tax Parcel ID#: 07063400030100, 07063400030000, 07063400030200 and 07063400030300

> SKAMANIA COUNTY REAL ESTATE EXCISE TAX NA

SEP 1 0 2015

PAID,

SKAMANIA COUNTY TREASURER

PO-332445 v2

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## ACCESS, UTILITY AND ROAD MAINTENANCE EASEMENT

THIS ACCESS, UTILITY AND ROAD MAINTENANCE EASEMENT ("Easement") is made this 8th day of May, 2015, between James A. West, an unmarried man ("West"), James A. West, an unmarried man, as tenant-in-common as to a 50% undivided interest in the West/Fields Property defined below, and Richard L. Fields, a married man as his separate estate, as tenant-in-common as to a 50% undivided interest in the West/Fields Property (collectively, "West/Fields") and Zachary C. McCarty and Emily E. McCarty, husband and wife (collectively, "McCarty"). West, West/Fields and McCarty are referred to collectively as the "Parties".

#### **RECITALS**

- A. West is the owner of certain property in unincorporated Skamania County, legally described in **Exhibit A**, attached hereto and incorporated by reference herein (the "West Property").
- B. West/Fields is the owner of certain property in unincorporated Skamania County more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the "West/Fields Property"; the West Property and the West/Fields Property are referred to collectively as the "Properties").
- C. McCarty is the owner of certain property in unincorporated Skamania County more particularly described in **Exhibit C**, attached hereto and incorporated by reference herein (the "McCarty Property"; the West Property, the West/Fields Property and the McCarty Property are referred to collectively as the "Properties").
- D. West/Fields desires access to and use of a portion of the West Property and the McCarty Property for the purpose of the installation and maintenance of utilities, pedestrian and vehicle access to West/Fields Property. West desires access to and use of a portion of the West/Fields Property and the McCarty Property for the purpose of the installation and maintenance of utilities, pedestrian and vehicle access to West/Fields Property. McCarty desires access to and use of a portion of the West/Fields Property and the West Property for the purpose of the installation and maintenance of utilities, pedestrian and vehicle access to the McCarty Property. Each Party is willing to grant the other Parties this Easement for such access on the terms and conditions set forth in this Easement.

# GRANT OF EASEMENT AND AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, West, West/Fields and McCarty agree as follows:

1. **Easement.** Each of the Parties grants to the other Party a nonexclusive easement over the portions of the granting Party's Property (the "Easement Area") depicted on **Exhibit D** as the "10 Road" (and for the avoidance of doubt, only the "10 Road" and not any other easements that may be depicted), attached hereto and incorporated by reference, on the terms and conditions of this Easement. The Parties, their respective employees, agents, contractors, Page 2 –EASEMENT

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visitors, and invitees may use the Easement Area for the purpose of installing and maintaining utilities, ingress and egress of pedestrians, cars and other consumer vehicles, service trucks and vehicles of contractors of the Parties, but excluding logging vehicles or other heavy duty equipment.

- 2. **No Obstruction.** The Parties understand and acknowledge that each Party to this Easement will at times be using the Easement Area and that at no time shall the Parties allow any parking, loading or unloading or any other activities (other than activities as contemplated in this Easement) in or about the Easement Area that would unreasonably block or impede access to and from the Properties across the Easement Area. No Party shall use the Easement Area in any manner that results in a violation of any covenants, conditions, restrictions, or laws affecting the Easement Area.
  - 3. **Term.** The term of this Easement is perpetual.
- 4. **Maintenance, Repair and Taxes.** Each Party shall be responsible for the following percentages (a "<u>Percentage Share</u>") of routine maintenance work to the Easement Area and for all repairs to the Easement Area necessitated due to the Parties' use thereof (collectively, "<u>Easement Costs</u>"):

West: 60% West/Fields: 20% McCarty: 20%

Each Party shall be responsible to promptly reimburse each other Party their Percentage Share of Easement Costs.

- 5. **Indemnification.** To the extent allowed by Washington law, each Party shall indemnify and hold harmless the other Party from and against any and all claims arising from or in connection with use of the Easement Area by such Party or such Party's respective successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees, together with all costs, expenses and liabilities incurred in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorney fees and expenses; provided, however, that neither Party shall be responsible for the negligent acts or omissions of the other.
- 6. Attorney Fees. In the event legal action is commenced in connection with this Easement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred in the trial court and in the appeal therefrom. The term "action" shall be deemed to include action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs (discovery and otherwise), witness fees (expert and otherwise), out-of-pocket costs, title search and report expenses, survey costs, surety bonds and any other reasonable expenses.

- 7. **Injunctive Relief**. In the event of any violation or threatened violation of any of the agreements provided herein, the parties acknowledge that the nondefaulting party or parties will suffer damage which would be irreparable and not fully compensable by damage recovery. Consequently, the nondefaulting Party shall have, in addition to the right to collect damages and other rights and remedies as provided herein and by law, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.
- 8. **Run with the Land**. This Easement shall be appurtenant to and benefit and burden of the Properties, and shall run with the land as to all real property burdened and benefited hereby. This Easement shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, successors and assigns.
- 9. **Modification of Easement.** Any modification or amendment of this Easement or any additional obligation assumed by the owners of the properties benefited and burdened by this Easement shall be binding only if evidenced in writing and signed by each such owner or an authorized representative of each owner.
- Rights Reserved. Nothing in this Easement shall be construed to (a) restrict the granting Party's right to use the Easement Area located on its Property, except as provided herein; (b) prevent the granting Party from maintaining or installing underground utilities or other improvements within the Easement Area located on its Property, provided that the benefited Property at all times has access to its Property across the Easement Area or across such other area designated by the granting Party, which access is suitable for the benefited Party's permitted use of the Easement Area; or (c) prevent use by the granting Party of the air or other overhead rights above the Easement Area located on its Property, provided that the granting Party's use thereof does not interfere with the benefited Party's permitted use of the Easement Area.

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IN WITNESS WHEREOF, West, West/Fields and McCarty have executed this instrument on the date first written above.

**WEST:** 

jonnes 11 hiles

James A. West

**WEST/FIELDS:** 

James A. West

**WEST/FIELDS:** 

Richard L. Fields

**MCCARTY:** 

Zachary C. McCarty

MCCARTY:

Emily E. McCarty

SIGNATURE PAGE-EASEMENT

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STATE OF WASHINGTON	)
C1 - 1/	) ss
COUNTY OF CLOVE	)

PUBLIC OF WASHING

[Signature]

Print Name]

Notary public in and for the State of Washington My commission expires  $\frac{1}{2}$ 

NOTARY CERTIFICATION-EASEMENT

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STATE OF WASHINGTON	)
	) ss
COUNTY OF CLOVE	)

On this day personally appeared before me RICHARD L. FIELDS to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this \_\_\_\_\_\_ day of May, 2015.

[Signatu

[Print Name]

Notary public in and for the State of Washington My commission expires

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STATE OF WASHINGTON	)
	) ss
COUNTY OF ( \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	)

On this day personally appeared before me ZACHARY C. MCCARTY to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this — day of May, 2015.



[Signature]

Print Namel

Notary public in and for the State of Washington My commission expires 1.2013

STATE OF WASHINGTON ) ) ss.
COUNTY OF ( )

On this day personally appeared before me EMILY E. MCCARTY to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he (she or they) signed the same as his (her or their) free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this  $\mathcal{L}$  day of May, 2015.

SHLEY GO NOTARY CTORES

NOTARY CONTINUENT

PUBLIC

WASHING

[Signature]

[Print Name]

Notary public in and for the State of Washington My commission expires

NOTARY CERTIFICATION-EASEMENT

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#### **EXHIBIT A**

#### Legal Description of West Property

## Parcel I:

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a brass cap marking the South Quarter Corner of Section 34, as shown on Sheet 8 of "Project No. 2111 Washington, Pacific Power and Light Company Swift No. 1, H.E. Development Project Area and Project Boundary"dated March, 1961; thence South 89°47'50" East, along the South line of the Southeast quarter of Section 34, for a distance of 258.41 feet to the True Point of Beginning; thence North 00°00'00" Bast 10.79 feet to the centerline of the "13 Road"; thence following said centerline along the arc of a 54 foot radius curve to the right, (the radial bearing of which is North 03°00'00"East), through a central angle of 151°00'00", for an arc distance of 142.31 feet; thence North 64°00'00" East, 95.00 feet; thence along the arc of a 100 foot radius curve to the left, through a central angle of 62°00'00", for an arc distance of 108.21 feet; thence North 02°00'00" East, 105.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 52°00'00" for an arc distance of 68.07 feet; thence North 10°00'00" West, 40.00 feet to the centerline of the left, through a central angle of 65°00'00", for an arc distance of 68.07 feet; thence North 11°00'00" West, 40.00 feet to the centerline of the "10 Road" as it's intersection with the "13 Road"; thence continuing North 11°00'00" West, along the centerline of the "10 Road" for a distance of 105.00 feet; thence along the arc of a 300 foot radius curve to the right, through a central angle of 10°00'00", for an arc distance of 105.03 feet; thence North 01°00'00" West, 160.00 feet; thence South 76°00'00" East, 227.00 feet; thence along the arc of a 250 foot radius curve to the left, through a central angle of 174.10 feet; thence South 76°00'00" East, 100.00 feet; thence along the arc of a 250 foot radius curve to the left, through a central angle of 65°00'00", for an arc distance of 147.48 feet; thence along the arc of a 130 foot radius curve to the left, through a central angle of 65°00'00", for an arc distance of 147.48 feet; thence No

Exhibit A -EASEMENT

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### Parcel II:

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, of the Willamette Meridian, Skamania County, Washington described as follows:

Beginning at a brass cap marking the Southeast corner of Section 34, as shown on Sheet 8 of "project No. 2111 Washington, Pacific Power and Light Company Swift No. 1, H.E. Development Project Area and Project Boundary", dated March, 1961; thence North 89°47'50" West, along the South line of the Southeast quarter of Section 34, for a distance of 1321.45 feet; thence North 00°00'00" East, 586.91 feet; thence North 24°00'00" East, 690.38 feet to the centerline of the "10 Road"; thence South 21°00'00" East, following said centerline 80.00 feet; thence, along the arc of a control radius control to the local radius of the loc 90 foot radius curve to the left, through a central angle of 88°00'00", for an arc distance of 138.23 feet; thence North 71°00'00" East, 60.00 feet; thence along the arc of a 130 foot radius curve to the right, through a central angle of 57°44'00", for an arc distance of 130.99 feet to the centerline of a proposed 60 foot private road easement; thence leaving the centerline of the "10 Road", North 50°00'00" East, (along the centerline of said proposed 60 foot easement) 65.00 feet; thence along the arc of an 80 foot radius curve to the right, through a central angle of 75°00'00", for an arc distance of 104.72 feet; thence South 55°00'00" East, 58.00 feet; thence along the arc of a 35 foot radius curve to the left, through a central angle of 132°00'00", for an arc distance of 80.63 feet; thence North 07°00'00" West, 110.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 13°00'00", for an arc distance of 9.08 feet; thence North 20°00'00" West, 225.00 feet; thence along the arc of a 70 foot radius curve to the right, through a central angle of 21°00'00", for an arc distance of 25.66 feet; thence North 20°00'00". thence North 01°00'00" East, 60.00 feet; thence along the arc of a 60 foot radius curve to the right, through a central angle of 08°00'00", for an arc distance of 8.38 feet; thence North 09°00'00" East, 35.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 24°00'00", for an arc distance of 16.76 feet; thence North 15°00'00" West, 38.00 feet; thence along the arc of a 20 foot radius curve to the left, through a central angle of 40°00'00", for an arc distance of 13.96 feet; thence North 55°00'00" West, 52.00 feet; thence along the arc of a 10 foot radius curve to the left, through a central angle of 30°00'00" for an arc distance of 5.24 feet; thence North 85°00'00" West, 35.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 20°00'00", for an arc distance of 13.96 feet; thence South 75°00'00" West, 30.00 feet to the terminus of the proposed 60 foot easement; thence North 00°02'29" West, 89.40 feet to the "Project Boundary Line" as shown on those March, 1961 plans; thence along said "Project Boundary Line", South 89°53'21" East, 230.56 feet; thence South 32°45'36" East, 532.37 feet; thence South 24°43'21" Ease, 437.52 feet to the East line of the Southeast quarter of Section 34; thence leaving the "Project Boundary Line", South 00°01'30" East, 930.00 feet to the Point of Beginning.

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#### **EXHIBIT B**

## Legal Description of West/Fields Property

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, Willamette Meridian. Skamania County, Washington, described as follows:

Beginning at a brass cap marking the Southeast corner of Section 34, as shown on Sheet 8 of 'Project No. 2111 Washington. Pacific Power and Light Company Swift No.1, H.E. Development Project Area and project Boundary', dated March, 1961; thence North 89°47'50" West, along the South line of the Southeast quarter of Section 34, for a distance of 1321.45 feet; thence North 00°00'00" East, 586.91 feet to the True Point of Beginning; thence North 24°00'00" East, 690.38 feet to the centerline of the '10 Road': thence South 21°00'00" East, following said centerline 80.00 feet; thence, along the arc of a 90 foot radius curve to the left, through a central angle of 88°00'00", for an arc distance of 138.23 feet; thence North 71°00'00" East, 60.00 feet; thence along the arc of a 130 foot radius curve to the right, through a central angle of 57°44'00", for an arc distance of 130.99 feet to the centerline of a proposed 60 foot private road easement; thence, leaving the centerline of the '10 Road', North 50°0000" East, (along the centerline of said proposed 60 foot easement) 65.00 feet; thence along the arc of an 80 foot radius curve to the right, through a central angle of 75°00'00", for an arc distance of 104.72 feet; thence South 55°00'00" East, 58.00 feet; thence along the arc of a 35 foot radius curve to the left, through a central angle of 132°00'00", for an arc distance of 80.63 feet; thence North 07°00'00" West, 110.00 feet: thence along the arc of a 40 foot radius curve to the left, through a central angle of 13°00'00", for an arc distance of 9.08 feet; thence North 20°00'00" West, 225.00 feet; thence along the arc of a 70 foot radius curve to the right, through a central angle of 21°00'00", for an arc distance of 25.66 feet; thence North 01°00'00" East, 60.00 feet; thence along the arc of a 60 foot radius curve to the right, through a central angle of 08°00'00", for an arc distance of 8.38 feet; thence North 09°00'00" East, 35.bO feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 24°00'00", for an arc distance of 16.76 feet; thence North 15°00'00" West, 38.00 feet; thence along the arc of a 20 foot radius curve to the left, through a central angle of 40°00'00", for an arc distance of 13.96 feet; thence North 55°00'00" West, 52.00 feet; thence along the arc of a 10 foot radius curve to the left, through a central angle of 30°00'00", for an arc distance of 5.24 feet; thence North 85°00'00" West, 35.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 20°00'00", for an arc distance of 13.96 feet; thence South 75°00'00" West, 30.00 feet to the terminus of the proposed 60 foot easement; thence North 00°02'29" West, 89.40 feet to the 'Project Boundary Line' as shown on those March. 1961 plans; thence along said 'Project Boundary Line', North 89°53'21" West, 933.00 feet; thence South 63°11'09" West, 982.25 feet, to 5/8 inch iron rod at Meander Corner No. 173 (Project No. 2111); thence, leaving the 'Project Boundary Line,' North 86°33'59" East, 750.26 feet to the centerline of another proposed 60 foot private road easement; thence South 36°12'00" East, along the centerline of said proposed 60 foot easement, 20.00 feet; thence along the arc of a 30 foot radius curve to the right, through a central angle of 20°00'00", for an arc distance of 10.47 feet; thence South 16°12'00" East, 28.00 feet; thence along the arc of a 60 foot radius curve to the left, through a central angle of 134°00'00", for an arc distance of 140.32 feet; thence North 29°48'00" East, 50.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 16°00'00", for an arc distance of 13.96 feet; thence North 45°48'00" East, 30.00 feet; thence along the arc of a 40 foot radius curve to the right, through a central angle of 40°0000", for an arc distance of 27.93 feet, thence North 85°48'00" East, 40.00 feet; thence along the arc of a 40 foot radius curve to the right, through a central angle of 30°00'00", for an arc distance of 20.94 feet; thence South 64°12'00" East, 110.00 feet; thence along the arc of a 50 foot radius curve to the left, through a central angle of 18°00'00", for an arc distance of 15.71 feet; thence South 82°12'00" East, 95.00 feet to the centerline of the '10 Road' at it's intersection with the proposed 60 foot easement; thence following the centerline of the '10 Road' Southwesterly along the arc of a 230 foot radius curve to the right {the radial bearing of which is North 34°37'31" West), through a central angle of 11°37'31", for an arc distance of 46.67 feet; thence leaving the centerline of the '10 Road', South 00°00'00" West, 719.98 feet to the True Point of Beginning.

Exhibit B -EASEMENT

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#### **EXHIBIT C**

#### Legal Description of McCarty Property

A portion of the Southeast quarter of Section 34, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at a brass cap marking the South Quarter Corner of Section 34, as shown on Sheet 8 of "Project No. 2111 Washington, Pacific Power and Light Company Swift No. 1, H.E. Development Project Area and Project Boundary", dated March, 1961; thence South 89°47'50" East, along the South line of the Southeast quarter of Section 34, for a distance of 258.41 feet; thence North 00°00'00" East, 10.79 feet to the centerline of the "13 Road"; thence following said centerline along the arc of a 54 foot radius curve to the right, (the radial bearing of which is North 03°00'00" East), through a central angle of 151°0'00", for an arc distance of 142.31 feet; thence North 64°00'00" East, 95.00 feet; thence along the arc of a 100 foot radius curve to the left, through a central angle of 62°00'00", for an arc distance of 108.21 feet; thence North 02°00'00" East, 105.00 feet; thence along the arc of a 50 foot radius curve to the right, through a central angle of 52°00'00", for an arc distance of 45.38 feet; thence North 54°00'00" East, 115.00 feet; thence along the arc of 60 foot radius curve to the left, through a central along the arc of 60 foot radius curve to the fett, through a tentral angle of 65°00'00", for an arc distance of 68.07 feet; thence North 11°00'00" West, 40.00 feet to the centerline of the "10 Road" and it's intersection with the "13 Road"; thence continuing North 11°00'00" West, along the centerline of the "10 Road" for a distance of 105.00 feet; along the centerline of the "10 Road" for a distance of 105.00 feet; thence along the arc of 300 foot radius curve to the right, through a central angle of 10°00'00", for an arc distance of 52.36 feet; thence North 01°00'00" West, 160.00 feet; thence along the arc of 95 foot radius curve to the right, through a central angle of 105° 00'00", for an arc distance of 174.10 feet; thence South 76°00'00" East, 227.00 feet; thence along the arc of a 260 foot radius curve to the left, through a central angle of 102°00'00", for an arc distance of 462.86 feet; thence along the arc of a 130 foot radius curve to the right, through a central angle of 65°00'00", for an arc distance of 147.48 feet; thence North 67°00'00" East, 100.00 feet; thence along the arc of a 230 foot radius curve to the left, through a central angle of 11°37'32" for an arc distance of 46.67 feet to the centerline of a proposed 60 foot easement; thence leaving the left, through a central angle of 11°37'32" for an arc distance of 40.67 feet to the centerline of a proposed 60 foot easement; thence leaving the centerline of the "10 Road", North 82°12'00" West, along the centerline of said proposed 60 foot easement 95.00 feet; thence along the arc of a foot radius curve to the right, through a central angle of 18°00'00", for an arc distance of 15.71 feet; thence North 64°12'00"West, 110.00 for the arc of a 40 foot radius curve to the left, through feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 30°00', for an arc distance of 20.94 feet; thence South 85°48'00" West, 40.00 feet; thence along the arc of a 40 foot radius curve to the left, through a central angle of 40°00'00", for an arc distance of 27.93 feet; thence South 45°48'00" West 30.00 feet; thence along the arc of a 50 foot radius curve to the left, through a central angle of 16°00'00", for an arc distance of 13.96 feet; thence South 29° 48'00" West, 50.00 feet; thence along the arc of a 60 foot radius curve to the right, through a central angle of 134° 00'00", for an arc distance of 140.32 feet; thence North 16° 12'00" West, 28.00 feet; thence along the arc of a 30 foot radius curve to the left, through a central angle of 20° 00'00", for an arc distance of 10.47 feet; thence North 36° 12'00" West, 20.00 feet; thence leaving said proposed easement central angle of 20° 00'00", for an arc distance of 10.47 feet; thence north 36° 12'00" West, 20.00 feet; thence leaving said proposed easement centerline, South 86° 33'59" West, 750.26 feet to a % inch iron rod at Meander Corner No. 173 (Project No. 2111) on the "Project Boundary Line" as shown in those March, 1961 Plats; thence along said "Project Boundary Line", South 54° 58'01" West, 166.10 feet to a % inch iron rod at Meander feet; thence along the arc of a 40 foot radius curve to the left, Line", South 54° 58'01" West, 166.10 feet to a % inch iron rod at Meander Corner No. 174 (Project No. 2111) at a point on the West line of the Southeast quarter of Section 34; thence leaving the "Project Boundary of Section 34; thence leaving the "Project Boundary Southeast quarter of Section 34; thence leaving the "Project Boundary Southeast quarter of Section 34; thence leaving the "Project Boundary Southeast quarter of Section 34; thence are the Point of Boundary Southeast quarter of Section 34; thence are the section 34; t Line", South 00° 28'03" East, 1229.62 feet to the Point of Beginning.

Exhibit C – EASEMENT

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# **EXHIBIT D**

Depiction of Easement Area (see attached)

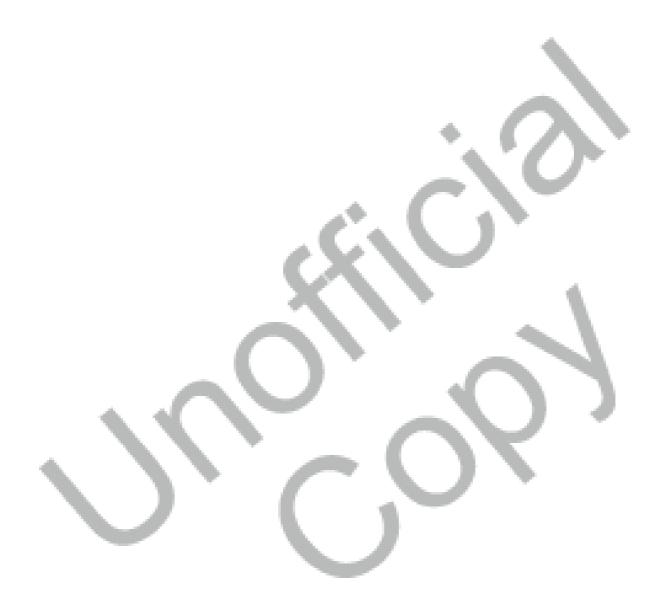


Exhibit D -EASEMENT

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