AFN #2015002692 Recorded Dec 22, 2015 09:08 AM DocType: RMA Filed by: SKAMANIA COUNTY PUD Page: 1 of 14 File Fee: \$86.00 Auditor Robert J. Waymire

Skamania County, WA

After recording return to:

Skamania County PUD PO Box 500 Carson, WA 98610

ROAD MAINTENANCE AGREEMENT

1. <u>Effective Date</u>:

14 Th Dec , 2015

2. <u>Parties</u>:

Joseph A. Birkenfeld and Diane M. Birkenfeld, a Washington Marital Community, whose address is PO Box 30, Carson, WA 98610 (herein "Birkenfeld");

PUD No 1 of Skamania County, a Washington Municipal Corporation, whose address is P.O. Box 500 Carson, WA 98610 (herein "PUD"),

3. Recitals:

- A. Birkenfeld is the owner of the real property legally described in Exhibit "A"; PUD is the holder of an Access and Utility Easement serving a long-term lease of the real property legally described in Exhibit "B".
- B. The parties desire to memorialize their understanding regarding the access road and easement for a common driveway serving both the Birkenfeld and PUD real properties legally described in Exhibit "A" and Exhibit "B" and to provide for the maintenance of the private roadway improvement upon such easement.
- C. The parties acknowledge that a survey performed by Klein & Associates, Inc., attached hereto as Exhibit "C" and incorporated herein by reference, accurately describes the approximate location of the access road which serves as a common driveway for the parcels described in Paragraph 3.A. Attached and incorporated herein as Exhibit "D" is the legal description of the Access and Utility Easement subject to this Agreement and serving the Birkenfeld and PUD real properties described in Paragraph 3.A. Exhibits "A", "B", "C", and "D" are incorporated herein by these references.

:2

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

- 4. Run with the Land: This Agreement is perpetual and shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, heirs, legal representatives, and all other persons claiming under them, and shall be a part of all transfers and conveyances of the subject property.
- 5. Agreement Regarding Maintenance: PUD agrees that the subject roadway serving as access to both the PUD property and Birkenfeld's property shall be maintained at PUD's sole expense in a good and passable condition under all weather conditions for the duration of any period in which PUD either leases or owns the PUD property. Birkenfeld shall assume sole responsibility for the maintenance of the road from the point where the PUD access road diverges from the common road at point "B". Notwithstanding the foregoing, the parties may unanimously agree to install roadway improvements beyond those currently existing as the need may arise.

Birkenfeld agrees to exercise their best efforts to avoid undue damage or abuse to the common roadway. In the event Birkenfeld damages the common roadway due to heavy equipment such as logging activity or new construction, or otherwise from abuse, Birkenfeld shall repair the road to its previous condition at their own expense.

- 6. <u>Gate</u>: PUD agrees to install at PUD's sole expense one padlocked gate at an agreed-upon location on the common roadway or the reservoir access road. In the event a gate is located on the common roadway, the PUD shall provide Birkenfeld with a key to the padlock at all times. PUD shall perform all gate maintenance and/or reconstruction at PUD's expense.
- 7. <u>Enforcement</u>: Upon default of any party in the performance of their obligations under this Agreement, other parties to this Agreement may seek specific performance pursuant to the terms of this Agreement, damages, or any other remedy allowed by law.
- 8. <u>Dispute Resolution</u>: In the event the parties to this Agreement are unable to agree as to any matter covered by this Agreement, including but not limited to the necessity of any roadway maintenance or repair work, the assessment of maintenance and repair expenses, or any other matter, and dispute shall be settled by a single arbitrator who shall direct any settlement or agreement deemed equitable under the circumstances. The arbitrator shall be appointed by a judge of the Skamania County Superior Court upon request of any party having a right to use the subject roadway. The decision of the arbitrator shall be final and binding upon the parties. The parties shall also be bound by the terms of Chapter 7.04 of the Revised Code of Washington pertaining to arbitration proceedings, including any amendments or recodification. Any party having any ownership interest in the subject roadway may enforce the decision rendered by the arbitrator.
- 9. <u>Entire Agreement</u>: This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein set forth or as otherwise memorialized in writing.

- 10. <u>Venue and Applicable Law</u>: This Agreement shall be interpreted according to the laws of the State of Washington. The exclusive venue for any arbitration or litigation shall be Skamania County, Washington.
- 11. <u>Severability</u>: Should any provision or provisions in this Agreement, or application to any person or circumstances, be construed to be invalid or unenforceable, the remaining provisions shall, in any event, be construed to be given full force and effect.
- 12. <u>Waiver</u>: Failure of either party at any time to require performance of the provisions of this Agreement shall not limit the other party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.
- 13. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which he may reasonably incur in taking such action, including but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions whether or not introduced into evidence in a trial, arbitration or other proceeding and travel expenses in any trial, arbitration, or other proceeding, including any proceeding brought to enforce an award of judgment and any and all appeals taken therefrom.
- 14. <u>Amendments</u>: This Agreement may be amended or modified without new consideration, but only by written instrument executed by all parties.
- 15. <u>Captions or Headings</u>: The captions or headings of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.
- 16. Recording: The parties agree that they shall cause this Agreement to be recorded with the Auditor of Skamania County, Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date hereinbefore set forth.

JOSEPH A. BIRKENFELD

Diane M. Berkenfeld

AFN #2015002692 Page: 4 of 14

STATE OF WASHINGTON)
County of Skamania) ss.)
Lessor, to me known to be the individual instrument, and acknowledged to me the voluntary act and deed for the uses and	JOSEPH A. BIRKENFELD and DIANE M. BIRKENFELD als described in and who executed the within and foregoing at they executed the said instrument of their own free and purposes therein mentioned.
KELLY TENNISON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JANUARY 23, 2018	Notary Public in and for the state of Washington Commission expires: 12318
STATE OF WASHINGTON	P.U.D. No. 1 of Skamania County Liz Green, Board Secretary
County of Skamania) ss.
P.U.D. No. 1 of Skamania County, Lesse	Curt Esch as President and Liz Green and Secretary of ee, to me known to be the individuals described in and who
///	
///	

///

AFN #2015002692 Page: 5 of 14

executed the within instrument, and acknowledged the foregoing instrument to be the duly authorized and the free and voluntary act of the Agency.

Before me this 1 day of 100 day of 100 day.

JENNIFER JACKSON
INOTARY PUBLIC
STATE OF WASHINGTON
GROWNSSION EXPRES
AUGUST 27, 2019

Notary Public

in and for the state of Washington Commission expires:

Approved as to form:

Kenneth B), Woodrich, Attorney for Lessee

AFN #2015002692 Page: 6 of 14

AFN #2014000866 Recorded 05/29/2014 at 03:44 PM DocType: DEED Filed by: COLUMBIA GORGE TITLE Page: 1 of 6 Auditor Timothy O. Todd Skamania County, WA

EXHIBIT A.

Sec. 10

When recorded return to:

Joseph & Diane Birkenfeld PO Box 530 Carson, WA 98610

REAL ROSSES THE REAL PROPERTY.

30682

MAY 29, 3014

Example

QUIT CLAIM DEED

THE GRANTOR JOSEPH A. BIRKENFELD, A MARRIED MAN for and in consideration of COMMUNITY PROPERTY in hand, conveys and quit claims to JOSEPH A. BIRKENFELD AND DIANE M. BIRKENFELD, HUSBAND AND WIFE the following described real estate, situated in the County of Skamania State of Washington, together with all after acquired title of the grantor(s) therein:

Sections 1 and 9, T2N, R6E, W.M. Section 7, T2N, R7E, W.M. Sections 1, 25, 36 and 12 T3N, R7.5E, W.M. Sections 18, 29, 30 and 31, T3N, R8E, W.M.

See Attached EXHIBIT "A" for full legal descriptions

0400-00; 03-08-29-0-0-1800-00; 03-08-30-0-0-0200-00; 03-08-31-0-0-0300-00; 03-08-31-0-0-0400-00

Skamania County Assessor 5-29-14 Paray See Above Attached

STATE OF WASHINGTON

COUNTY OF SKAMANIA

SS:

I certify that I know or have satisfactory evidence that JOSEPH A. BIRKENFELD the person(s) who appeared before me, and said person(s) acknowledged that

signed this instrument and acknowledge it to be his

free and voluntary act for the

uses and purposes mentioned in this instrument.

JULIE A PAULIE JULIE PAUDERS

Manusching Comment of the Comment of

JULIE A. ANDERSEN

Notary Public in and for the State of WASHINGTON

Residing at: CARSON, WASHINGTON

My appointment expires: JUNE 17, 2014

AFN #2014000866 Page: 2 of 6

EXHIBIT "A"

PARCEL 1: (APN: 02-06-00-0-0-0101-00)

The Northeast quarter and Government Lots 1 and 2, of Section 1, Township 2 North, Range 6 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM that portion describe in Warranty Deed to United States of America, USDA Forest Service, recorded December 22, 1997 in Book 171, page 856.

PARCEL 2: (APN: 02-06-00-0-0-0201-00)

The Northwest quarter and Government Lots 3 and 4; the Southwest quarter; all in Section 1, Township 2 North, Range 6 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM that portion describe in Warranty Deed to United States of America, USDA Forest Service, recorded December 22, 1997 in Book 171, page 856.

PARCEL 3: (APN: 02-06-00-0-0-1700-00)

The Southwest quarter of the Southwest quarter of Section 9, Township 2 North, Range 6 East, in the Willamette Meridian, County of Skamania and State of Washington.

PARCEL 4: (APN: 02-07-00-0-0-2500-00)

The Southwest quarter of the Southeast quarter of Section 7, Township 2 North, Range 7 East, in the Willamette Meridian, County of Skamania and State of Washington.

PARCEL 5: (APN: 03-75-01-0-0-0401-00)

Government Lots 6, 7 and 9, Section 1, all in Township 3 North, Range 7 1/2 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPT that portion of Lot 7 lying Easterly of the center of the channel of Wind River.

PARCEL 6: (APN: 03-75-25-0-0-1200-00)

The Southeast quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 1/2 East, in the Willamette Meridian, County of Skamania and State of Washington.

AND

AFN #2014000866 Page: 3 of 6

A tract of land in the Southwest quarter of the Southeast quarter of Section 25, Township 3 North, Range 7 1/2 East, in the Willamette Meridian, County of Skamania and State of Washington, more particularly described as follows:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of said Section 25; thence North 36 rods; thence West parallel with the South line of the said Section 25 to the line between the Southwest quarter and the Southeast quarter of said Section 25; thence South along said line to the Southwest corner of the Southwest quarter of the Southeast quarter of said Section 25; thence East to the point of beginning.

TOGETHER WITH an easement as described Deed recorded January 20, 1927 in Book V, page 163, Skamania County Deed Records

PARCEL 7: (APN: 03-75-36-1-0-0100-00)

All of the Northeast quarter of the Northeast quarter and the Northwest quarter of the Northeast quarter, lying North of the center line of County Road 2028 also known as Lateral Highway No. 8, Loop Road and Strawberry Road, in Section 36, Township 3 North, Range 7 1/2 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM in the Northeast quarter of the Northeast quarter, the following:

Beginning at a point 13 rods North of the Southwest corner of the Northeast quarter of the Northeast quarter of said Section 36; thence East 80 rods; thence South 80 rods; thence West 80 rods; thence North 80 rods to the point of beginning.

ALSO EXCEPTING THEREFROM in the Northeast quarter of the Northeast quarter, the following:

Beginning at a point 13 rods North of the Southeast corner of the Northeast quarter of the Northeast quarter of said Section 36; thence West 120 feet, more or less, to the Easterly line of the County Road known and designated as Lateral Highway No. 8; thence Northeasterly along the Easterly line of said Highway to intersection with the East line of the said Section 36; thence South to the point of beginning.

FURTHER EXCEPTING THEREFROM in the Northwest quarter of the Northeast quarter, the following:

The West 36 rods of the North 67 rods of said Section 36.

PARCEL 8: (APN: 03-75-00-0-0-0290-00)

Government Lots 1, 2, 5, and 6 in Section 12, Township 3 North, Range 7 1/2 East, in the Willamette Meridian, County of Skamania and State of Washington.

PARCEL 9: (APN: 03-08-18-0-0-0400-00)

The Southeast quarter of the Northwest quarter; the Southeast quarter; the Northeast quarter of the Southwest quarter of Section 18, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM the following:

AFN #2014000866 Page: 4 of 6

Beginning at a point 40 rods North and 20 feet West of the Southeast corner of the said Section 18; thence North 250 feet; thence West 200 feet; thence South 250 feet; thence East 200 feet to the point of beginning.

PARCEL 10: (APN: 03-08-29-0-0-1800-00)

The Southwest quarter of the Southwest quarter of Section 29, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM that portion described in document to State of Washington, recorded December 5, 1925 in Book 'U', page 479, Skamania County Deed Records.

ALSO EXCEPTING THEREFROM that portion described in Dedication Deed to Skamania County, recorded September 3, 1992 in Book 130, page 540, Skamania County Deed Records.

TOGETHER WITH:

That portion of the Northwest quarter of the Southwest quarter of Sections 29, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington, lying Southerly of the Center line of the old State Highway No 8. (now abandoned).

PARCEL 11: (APN: 03-08-30-0-0-0200-00)

The East half of the Southeast quarter of Section 30, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

The Northeast quarter of Section 30, Township 3 North, Range 8 East, in the Willamette Meridian, County of Skamania and State of Washington.

EXCEPTING THEREFROM the following described tract;

Beginning at the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 30; thence East 80 rods to the Northeast corner of the said Section 30; thence South 80 rods; thence Northwesterly, in a straight line, to the point of beginning.

FURTHER EXCEPTING THEREFROM that portion described in document to State of Washington, recorded December 5, 1925 in Book 'U', page 479, Skamania County Deed Records.

PARCEL 12: (APN: 03-08-31-0-0-0300-00)

A tract of land located in Governments Lot 4 and 5 and in the Northeast quarter of the Northwest quarter (NE 1/4 NW 1/4) and the Northwest quarter of the Northeast quarter (NW 1/4 NE 1/4) of Section 31, Township 3 North, Range 8 East, Willamette Meridian, more particularly described as follows;

Beginning at the Northwest corner of NE 1/4 of the NW 1/4 of said Section 31; thence East along the North line of said Section 31 to its intersection with the Westerly line of a tract of land reserved by the Columbia Gold and Copper Mining Company, a Washington Corporation, in a deed dated May 17, 1909, recorded at page 428 of Book L of Deeds, records of Skamania County Washington; thence Southeasterly along said Westerly line to its intersection with the Northerly right of way line of State Road 14 (formerly designated as primary State Highway 8); thence Southerly and Westerly along the Northerly right of way line of said highway to its intersection with the West line of said Government lot 4; thence North along

AFN #2015002692 Page: 10 of 14

AFN #2014000866 Page: 5 of 6

the West line of said Government lot 4 and continuing North along the West line of the NE 1/4 NW 1/4 of said Section 31 to the Point of Beginning;

EXCEPT the following described parcel:

Commencing at the southwest corner of the northwest quarter of Section 31, Township 3 North, Range 8 East, Willamette Meridian, said corner is monumented with a brass capped rebar set in mound of stones;

Thence North 63°43'45" East, a distance of 1201.29 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" set on the north line of State Highway SR14 and the True Point of Beginning;

Thence North 00°34'37" East, a distance of 108.47 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence North 30°02'23" East, a distance of 202.33 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence North 66°41'03" East, a distance of 136.48 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 74°06'49" East, a distance of 259.91 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" set on said North line of State Highway SR14;

Thence South 60°44'00" West along said North line, a distance of 8.43 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 29°16'00" East along said North line, a distance of 20.00 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 60°44'00" West along said North line, a distance of 516.77 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" and the True Point of Beginning.

PARCEL 13: (APN: 03-08-31-0-0-0400-00)

All of Government Lot 1 and all of that portion of Government Lots 2 and 3 lying Northerly of State Highway SR 14 in Section 31, Township 3 North, Range 8 East, Willamette Meridian;

Except that portion thereof conveyed to the State of Washington (Book Z of Deeds, page 492);

EXCEPT the following described parcel:

Commencing at the Southwest corner of the Northwest quarter of Section 31, Township 3 North, Range 8 East, Willamette Meridian, said corner is monumented with a brass capped rebar set in mound of stones;

Thence North 63°43'45" East, a distance of 1201.29 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" set on the North line of State Highway SR14 and the True Point of Beginning;

Thence North 00°34'37" East, a distance of 108.47 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

AFN #2015002692 Page: 11 of 14

AFN #2014000866 Page: 6 of 6

Thence North 30°02'23" East, a distance of 202.33 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence North 66°41'03" East, a distance of 136.48 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 74°06'49" East, a distance of 259.91 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" set on said North line of State Highway SR14;

Thence South 60°44'00" West along said north line, a distance of 8.43 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 29°16'00" East along said north line, a distance of 20.00 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873";

Thence South 60°44'00" West along said north line, a distance of 516.77 feet to a 5/8 inch diameter rebar topped with a yellow plastic survey cap inscribed "BELL DESIGN 11873" and the True Point of Beginning.

Skamania County Assessor Date 5-29-14 Parcell Add ched AFN #2015002692 Page: 12 of 14

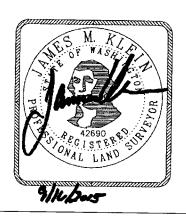
EXHIBIT B.

LEGAL DESCRIPTION LEASE AREA

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED, RECORDED IN AUDITORS FILE NUMBER 2014000866, SKAMANIA COUNTY RECORDS, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE NORTH 01'23'04" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 349.96 FEET; THENCE SOUTH 87'34'51" WEST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 249.99 FEET; THENCE SOUTH 01'23'04" WEST, PARALLEL WITH THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 349.96 FEET; THENCE NORTH 87'34'51" EAST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 18, 249.99 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 2.0 ACRES, MORE OR LESS

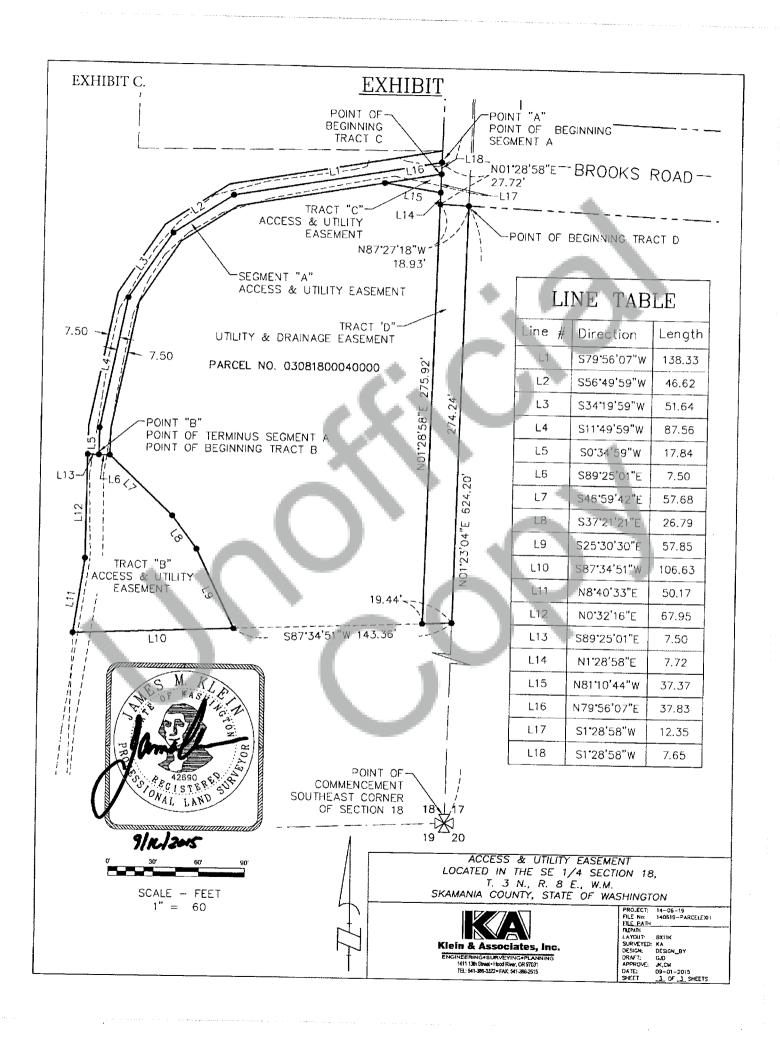


LEASE AREA EXHIBIT LOCATED IN THE SE 1/4 SECTION 18, T. 3 N., R. 8 E., W.M. SKAMANIA COUNTY, STATE OF WASHINGTON



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PROJECT: 14-D6-19
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AFN #2015002692 Page: 13 of 14



AFN #2015002692 Page: 14 of 14

EXHIBIT D.

LEGAL DESCRIPTION ACCESS & UTILITY EASEMENT

SEGMENT "A"

A STRIP OF LAND 15.00 FEET IN WIDTH, CENTERED ON A PROPOSED WATER LINE TO BE CENTERED ON THE CONSTRUCTED CENTERLINE OF SAID WATER LINE, SAID 15.00 FOOT WIDE STRIP BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED, RECORDED IN AUDITORS FILE NUMBER 2014000866, SKAMANIA COUNTY RECORDS, LOCATED IN THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 8 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON. SAID STRIP OF LAND LYING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

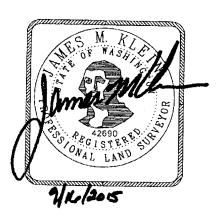
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18; THENCE NORTH 01°23'04" EAST ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 624.20 FEET, MORE OR LESS, TO A POINT ON THE SOUTH RIGHT—OF—WAY LINE OF BROOKS ROAD; THENCE NORTH 87°27'18" WEST POINT AT WHICH BROOKS ROAD RIGHT—OF—WAY CHANGES TO A NORTHERLY DIRECTION; THENCE NORTH 01°28'58" EAST, FOLLOWING THE WEST RIGHT—OF—WAY LINE OF SAID BROOKS ROAD, A DISTANCE OF 27.72 FEET, MORE OR LESS, TO THE CENTER LINE OF A PROPOSED WATERLINE CENTERLINE OF SAID WATER LINE THE NEXT FIVE (5) COURSES; 1) THENCE SOUTH 79°56'07" WEST, 138.33 FEET; 2) THENCE SOUTH 56°49'59" WEST, 46.62 FEET; 3) THENCE SOUTH 00°34'59" WEST, 51.64 FEET; 4) THENCE SOUTH 11°49'59" WEST, 87.56 FEET; 5) THENCE SOUTH 00°34'59" WEST, 17.84 FEET TO POINT "B" AND THE TERMINUS OF SEGMENT "A".

TRACT "B"

COMMENCING AT AFOREMENTIONED POINT "B"; THENCE SOUTH 89'25'01" EAST, 7.50 FEET; THENCE SOUTH 46'59'42" EAST, 57.68 FEET; THENCE SOUTH 37'21'21" EAST, 26.79 FEET; THENCE SOUTH 25'30'30" EAST, 57.85 FEET; THENCE SOUTH 87'34'51" WEST 106.63 FEET; THENCE NORTH 08'40'33" EAST, 50.17' THENCE; NORTH 00'32'16" EAST, 67.95 FEET; THENCE SOUTH 89'25'01" EAST, 7.50 FEET BACK TO THE POINT OF BEGINNING. CONTAINING 7,740 SQFT, 0.18 ACRES, MORE OR LESS.

TRACT "C"

COMMENCING AT AFOREMENTIONED POINT "A": THENCE SOUTH 01'28'58 EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF BROOKS ROAD A DISTANCE OF 7.65 FEET, TO THE POINT OF BEGINNING OF SEGMENT "C": THENCE SOUTH 01'28'58" WEST, ALONG THE WEST RIGHT-OF-WAY OF BROOKS ROAD, A DISTANCE OF 12.35 FEET; THENCE NORTH 81"10'44" WEST, 37.37 FEET; THENCE NORTH 79'56'07" EAST, 37.83 FEET; BACK TO THE POINT OF BEGINNING.



ACCESS, UTILITY & DRAINAGE EASEMENT LOCATED IN THE SE 1/4 SECTION 18, T. 3 N., R. 8 E., W.M. SKAMANIA COUNTY, STATE OF WASHINGTON



ENGINEERING - SURVEYING - PLANNING M11 13th Street - Hood River, DR 97031 TEL: 541 386-3322 - FAX: 541-386-2515 PROJECT: 14-06-19
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