Skamania County, WA Total:\$245.00 EASE AGLS

2020-003318

11/24/2020 01:44 PM

Request of: POPE RESOURCES

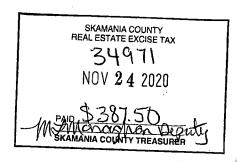
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AFTER RECORDING, RETURN TO:

Pope Resources
Attn: Land Records

19950 7th Avenue NE, Suite 200

Poulsbo, WA 98370



SPIRIT LAKE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT (USFS ROAD 9015 AND BYPASS ROAD 3030)

Grantors:

Pope Resources, a Delaware limited partnership;

Timothy A. Hay and Stacy J. Hay:

Timothy N. Towell and Mary R. Towell;

Gregory M. Hessong;

Adam Folden and Tammy Folden;

Benjamin R McLaren and Jennifer L McLaren; Matthew B. Jenkins and Jennifer L. Jenkins;

Don S. King and Roxanne M. King; John R. Hayden and Chris W. Studer;

Claude N. Millard and Hurmalee J. Millard; Kevin S. Sayles and Melissa C. Sayles; Dale R. Clark and Tina M. Clark; and

Grantees:

Spirit Lake Relocation Association, a Washington nonprofit corporation;

Pope Resources, a Delaware limited partnership

Abbreviated Legal Description:

Pope Property: Ptns of Sec. 24 T7N R5E; Ptns Sec. 5, 6, 7, 8, 17, 18 and 19, T7N, R6E SLRA Lots: Lots 1-37 FOUR PEAKS SUBDIVISION, Book B of Plats, pp. 60-61

Complete legal descriptions are on Exhibits A and C. .

Assessor's Property Tax Parcel Account Numbers:

Pope Property: 07050000260000; 07060000040000

SLRA Lots: 07060820010000; 07060820020000; 07060820030000; 07060820040000; 07060820050000

See Attachment No. 1 hereto for additional tax parcel account numbers.

Reference to Related Documents:

A.F. No. 2006162930 (Marble Mountain Roadway Easement and Maintenance Agreement)

A.F. No. 2016001986 (PacifiCorp Non-Exclusive Road Use Easement)

ATTACHMENT NO. 1

Additional Tax Parcel Account Numbers

SLRA Lots:

SPIRIT LAKE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT (USFS ROAD 9015 AND BYPASS ROAD 3030)

THIS SPIRIT LAKE ROADWAY EASEMENT AND MAINTENANCE AGREEMENT
(this "Agreement") is delivered, effective, and made as of the day of
, 2020, by and among Pope Resources, a Delaware limited
partnership ("Pope"), Spirit Lake Relocation Association, a Washington nonprofit corporation
("SLRA"), and the SLRA Lot Owners who have executed this Agreement as the fee simple
owners of the SLRA Roadway Lots, as such terms are defined below.

RECITALS

- A. Pope is the owner of real property situated in Skamania County, Washington, legally described Exhibit A attached hereto (the "Pope Property"). A portion of the Pope Property is generally depicted on Exhibit B attached hereto.
- B. Certain individuals (the "SLRA Lot Owners") are members of SLRA and are the owners of record as of the date hereof of the real property situated in Skamania County, Washington, legally described on <u>Exhibit C</u> attached hereto, and generally depicted on <u>Exhibit B</u> attached hereto (the "SLRA Lots").
- C. SLRA owns no real property except Lot 17 of the SLRA Lots. SLRA is one of the SLRA Lot Owners.
- D. The parties desire to make certain agreements regarding roadway access and maintenance within the Pope Property and SLRA Lots as set forth herein below.
- NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Creation of SLRA Easement. Pope does hereby convey and quit claim to the SLRA Lot Owners, subject to matters of record including without limitation that certain Marble Mountain Roadway Easement and Maintenance Agreement recorded in the real property records of Skamania County, Washington, under Auditor's File No. 2006162930, a perpetual nonexclusive easement (the "SLRA Easement") sixty-six (66) feet in width (the "SLRA Easement Area"), for ingress and egress over and upon those segments of the existing roadways (the "Roadway") commonly known as USFS Road 9015 and Bypass Road 3030, which are depicted generally on Exhibit B attached hereto, and which are located within portions of the Pope Property, in Skamania County, Washington. The centerline of the SLRA Easement Area shall be the centerline of the Roadway as it may be located within the Pope Property from time to

time. The Roadway is located within both the Pope Property and the SLRA Roadway Lots as defined below.

- 2. Creation of Pope Easement. The SLRA Lot Owners who have executed this Agreement below (the "SLRA Roadway Lot Owners"), who are the fee simple owners of Lots 1 through 4, 8 through 10, and 26 through 29 inclusive of the SLRA Lots (collectively, the "SLRA Roadway Lots"), do hereby convey and quit claim to Pope, subject to matters of record, a perpetual nonexclusive easement (the "Pope Easement") sixty-six (66) feet in width (the "Pope Easement Area"), for ingress and egress over and upon those segments of the Roadway that are located within portions of the SLRA Roadway Lots, in Skamania County, Washington. The centerline of the Pope Easement Area shall be the centerline of the Roadway as it may be located within the SLRA Roadway Lots from time to time. The SLRA Roadway Lots are depicted generally on Exhibit B attached hereto.
- 3. **Consideration.** In consideration of the making of this Agreement, SLRA shall pay Pope the sum of Twenty-five Thousand Dollars (US\$25,000) upon the mutual execution and delivery of this Agreement.
- 4. Access Covenants. SLRA covenants to Pope that Pope shall have a perpetual right of ingress and egress in, on, over, under, and upon those segments of the Roadway, as a continuation of existing USFS Road 9015, that are located in, on, over, under, and upon the SLRA Roadway Lots. SLRA represents and warrants to Pope that SLRA owns no real property except Lot 17 of the SLRA Lots.

5. Reservation of Rights.

- a. Pope reserves for itself and its agents, contractors, employees, guests, invitees, and grantees the right to use any portion of the Roadway located within the Pope Property and the remainder of the Pope Property for any use and to grant rights to third parties within the Pope Easement Area, including without limitation rights of ingress and egress, at any time and from time to time, provided that such rights do not unreasonably impair the exercise of the rights granted to SLRA in this Agreement.
- b. The owners of the SLRA Roadway Lots reserve for themselves and their agents, contractors, employees, guests, invitees, and grantees the right to use any portion of the Roadway located within the SLRA Roadway Lots and the remainder of the SLRA Roadway Lots for any use and to grant rights to third parties within the SLRA Easement Area, including without limitation rights of ingress and egress, at any time and from time to time, provided that such rights do not unreasonably impair the exercise of the rights granted to Pope in this Agreement.

6. Maintenance of the Roadway.

- a. The Roadway currently is generally a primitive road through forested areas and is used principally as a logging road for logging trucks and other commercial and industrial vehicles and equipment. The Roadway is not intended to accommodate vehicle travel at speeds greater than 20 miles per hour. Its use for residential or recreational purposes is and shall remain, until Pope shall agree otherwise in writing, secondary and incidental to the current principal use. The Roadway shall be maintained as a primitive single-lane unpaved road with occasional turnouts as existing, a 12-foot-minimum travel way width, pit run surfacing, and drainage ditches and culverts as existing, except as expressly provided otherwise below.
- b. Pope shall manage the routine maintenance of the Roadway at the expense of the parties as described below and the repair of extraordinary damage to the Roadway caused by Pope at the expense of Pope as described below, and Pope shall make all decisions regarding maintenance of and repair to the Roadway until Pope shall assign and delegate such authority and responsibility. Any claim by any party to this Agreement that Pope is not maintaining the Roadway as required by this Agreement shall be subject to resolution by mandatory binding arbitration as described in Section 29 below.
- c. Unless the parties hereto agree otherwise in specific instances, SLRA shall pay one-half (1/2) and Pope shall pay one-half (1/2) of the cost of routine maintenance of the Roadway segments located in Sections 7, 8, 17, and 18 of Township 7 North, Range 6 East, W.M., Skamania County, Washington, northerly or easterly of any portion of the real estate development and subdivision commonly known as Marble Mountain, the owners of which are members of Marble Mountain Homeowners Association, a Washington nonprofit corporation ("MMHA"). On remaining road segments, SLRA shall pay one-third (1/3), MMHA shall pay one-third (1/3), and Pope shall pay onethird (1/3) of the cost of routine maintenance of the Roadway. If Pope develops, subdivides, or otherwise changes the use of the Pope Property, so as to increase its relative contribution to the ordinary wear and tear of the Roadway, then Pope's share of the cost of routine maintenance shall be increased by a corresponding amount. Notwithstanding the foregoing, for the period January 1, 2017, to December 31, 2032, regardless of Pope's actual routine maintenance costs, SLRA's total share of the cost of routine maintenance of the Roadway shall be Twenty Thousand Dollars (US\$20,000), which amount shall be paid in full within forty-five (45) days after the effective date of this Agreement. Commencing January 1, 2033, SLRA's share of routine maintenance costs shall not exceed US\$2,000 per calendar year, subject to an annual increase in the amount of Two Percent (2%) for each year after 2033.
- d. With respect to culvert replacement, landslide remediation, and other non-routine Roadway maintenance of the Roadway, SLRA shall pay twenty percent (20%) of all costs incurred by Pope, provided, however, that with respect to

such non-routine costs incurred during the period January 1, 2018, to December 31, 2032, in no event shall SLRA's share exceed a total of Twenty Thousand Dollars (US\$20,000). SLRA agrees that the designs of replacement culverts and other Roadway facilities are subject to government regulation and might not be the same as existing. SLRA shall not be required to pay for any non-routine Roadway maintenance that is required because of any non-routine use of the Roadway by Pope, including without limitation damage caused by Pope's land development or timber harvesting activities.

- e. Pope shall provide to SLRA a statement of maintenance costs after completion of any maintenance work from time to time. SLRA shall reimburse Pope SLRA's share of routine maintenance costs for each calendar year on or before June 30 of each such calendar year, commencing with calendar year 2033. In the event of culvert replacement, landslide remediation, or other non-routine maintenance costs, SLRA may at its option by written notice to Pope, delivered within thirty (30) days after receipt from Pope of a written statement of such costs, amortize the payment of its share to Pope, provided that SLRA shall make monthly payments to Pope sufficient to fully repay all unpaid costs in full within three (3) years, together with monthly accrued interest at the rate of eight percent (8%) per year on all unpaid amounts, commencing within thirty (30) days after receipt from Pope of the written statement. Delinquent reimbursement obligations shall accrue interest at the rate of twelve percent (12%) per annum from the date they become delinquent.
- f. If Pope or its agents, contractors, employees, guests, invitees, or subcontractors shall cause any extraordinary damage to the Roadway from the operation of logging trucks or any other use, then Pope shall be solely responsible for the cost of repairing such extraordinary damage. Damage to the Roadway caused by timber harvesting operations is "extraordinary damage."
- g. For the purposes of this <u>Section 6</u>, "routine maintenance" means the preservation of road surface conditions and shall include but shall not be limited to road grading, resurfacing, roadside brushing, culvert maintenance and repair but not replacement, and roadside pesticide application. Notwithstanding the foregoing, "routine maintenance" shall not include clearing ice or snow. Pope shall have no obligation to repair potholes or "washboard" conditions within the Roadway, to abate Roadway dust, or to maintain the Roadway except as a primitive logging road for forestry use only. SLRA acknowledges and agrees that, except during periods of active timber hauling, Pope might perform maintenance work within the Roadway only once every three or four years.
- h. SLRA shall have the option to maintain, repair, and replace the Roadway at SLRA's sole expense at any time and from time to time, except during periods of active timber hauling by Pope, provided, however, that SLRA shall deliver to Pope, except in emergencies, at least thirty (30) days prior written notice and

a complete description of all such work before commencement of work, and SLRA shall not pave or otherwise improve the Roadway without Pope's prior written consent, which Pope may condition, deny, or grant in its sole discretion, given that Pope's use of the Roadway for timber hauling may damage all such improvements and that it would not be fair either to SLRA to bear the cost of improvements that may be materially damaged by Pope, or to Pope to bear the cost of restoring improvements made by SLRA that are incompatible with the use of the Roadway for timber hauling.

- 7. **Restoration of Damage.** If SLRA, any SLRA Lot Owner, or their respective agents, contractors, employees, guests, invitees, or subcontractors, shall cause any extraordinary damage to the Roadway, then SLRA shall be solely responsible for the cost of repairing such extraordinary damage.
- 8. Rules and Regulations. SLRA shall respect all safety and security rules and regulations of general applicability adopted by Pope, from time to time, relating to the use of the Roadway, including without limitation rules and regulations relating to the safety and security of the Roadway (for example, rules relating to vehicle speed limits and roadway gates). Except as provided in Sections 9 and 20 below, SLRA shall at no time construct a gate or block or otherwise restrict traffic anywhere along the Roadway without Pope's written permission. Pope shall deliver to SLRA copies of its safety and security rules and regulations of general applicability adopted from time to time. In no event may Pope's rules and regulations prohibit the use of the Roadway by the SLRA Lot Owners for reasonable and prudent ingress and egress.

9. Gates.

- a. Pope may install and maintain locked gates within the Roadway, at reasonable intervals, to restrict access by the public. In such event, Pope shall provide a lock combination or key to SLRA. SLRA and its members shall keep the gate closed and locked at all times except for brief periods during the passage of authorized persons and vehicles or as directed by Pope by written letter or signage at the gate.
- b. SLRA and the SLRA Lot Owners who are fee simple owners of the SLRA Roadway Lots may install and maintain a maximum of one (1) locked gate total within all of the SLRA Lots in the aggregate, to restrict access by the public. In such event, SLRA and the applicable SLRA Lot Owner shall provide a lock combination or key to Pope. Pope shall keep the gate closed and locked at all times except for brief periods during the passage of authorized persons and vehicles or as directed by SLRA by written letter or signage at the gate.
- 10. Compliance with Laws. The parties shall comply with all applicable codes, laws, ordinances, regulations, and statutes relating to their maintenance, repair, replacement, and use of the Roadway and shall obtain any and all required governmental approvals and permits relating to the Roadway prior to their maintenance, repair, replacement, and use of the Roadway.

- 11. **Assumption of Risk.** Pope makes no warranty or representation as to the condition, safety, or suitability of the Roadway. SLRA, on behalf of itself and its agents, contractors, employees, guests, invitees, members, and subcontractors, expressly assumes all risks relating to use of the Roadway. SLRA understands and agrees that Pope would not make this Agreement without an express assumption of all risks by SLRA.
- 12. **Insurance.** SLRA shall procure and maintain in full force and effect at all times during the term of this Agreement, with a carrier or carriers reasonably satisfactory to Pope, the following policies of insurance:
 - a. Commercial general liability ("CGL") insurance, on ISO Occurrence Form CG 00 01 01 96 (or a substitute form providing equivalent coverage), with a limit of not less than the amounts set forth below. If such CGL insurance contains a general aggregate limit, it shall contain an endorsement that the limit will apply separately to this transaction.
 - b. Commercial automobile liability insurance, on ISO form CA 00 01 (or a substitute form providing equivalent coverage), with a limit of not less than the amounts set forth below, including coverage for owned, non-owned, and hired automobiles.
 - c. Minimum insurance limits required:

General Liability	\$2,000,000 Each Occurrence
Bodily Injury and Property Damage	\$2,000,000 General Aggregate
Combined	35 5
Single Limit	
Automobile Liability	\$2,000,000 Each Occurrence
7 Idiomobile Elaomity	φ2,000,000 Lach Occurrence

d. All insurance policies shall name Pope as an additional insured and shall provide for no termination or material reduction in coverage without at least thirty (30) days prior written notice to Pope. All of the above coverage will be primary to and not seek contribution of any insurance available to Pope. Limits of insurance may be satisfied through a combination of Commercial General Liability Insurance and Umbrella or Excess Liability Insurance. SLRA shall furnish one or more certificates evidencing the foregoing insurance coverage before the exercise of rights under this Agreement, and thereafter, on request of Pope, during the term of this Agreement. The above coverage must be placed with an insurer rated by A.M. Best as "A-VIII" or higher.

- e. SLRA's obligation to provide insurance under this Section 12 is expressly subject to the same alternative dispute resolution and other provisions contained in Section 5.4 of that certain Non-Exclusive Road Use Easement given by PacifiCorp as Grantor to SLRA as Grantee and recorded in the real property records of Skamania County, Washington, under Auditor's File No. 2016001986 (the "PacifiCorp SLRA Easement"), which section is incorporated herein by this reference, except that "Sections 5.1 and 5.2" is changed to "Section 11," "Grantee" is changed to "SLRA," and "Grantor" is changed to "Pope."
- f. Notwithstanding anything herein to the contrary, the parties agree that the form of insurance policy attached as or described on Exhibit C to the PacifiCorp SLRA Easement is satisfactory to Pope and complies with SLRA's obligations under this Section 12.

13. Indemnification.

- a. SLRA agrees to defend, indemnify, and hold Pope harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by Pope arising out of or related to the negligent or intentionally wrongful maintenance, repair, replacement, or use of the Roadway by SLRA, the SLRA Lot Owners, or their respective agents, contractors, employees, guests, invitees, members, tenants, and subcontractors, except to the extent caused by the negligence or intentional misconduct of Pope or its agents, contractors, employees, guests, invitees, members, tenants, and subcontractors.
- b. Pope agrees to defend, indemnify, and hold SLRA and the fee simple owners of the SLRA Roadway Lots harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by SLRA and the fee simple owners of the SLRA Roadway Lots arising out of or related to the negligent or intentionally wrongful maintenance, repair, replacement, or use of the Roadway by Pope or its agents, contractors, employees, guests, invitees, members, tenants, and subcontractors, except to the extent caused by the negligence or intentional misconduct of SLRA or the fee simple owners of the SLRA Roadway Lots or their respective its agents, contractors, employees, guests, invitees, members, tenants, and subcontractors.
- 14. **Fire Prevention.** Pope, SLRA, the SLRA Lot Owners, and their respective agents, contractors, employees, guests, invitees, members, and subcontractors shall use the utmost diligence and precaution to prevent fires from starting on or spreading on, onto, or from the Pope Property and other real property owned by Pope.

- 15. Real Estate Excise Taxes. SLRA shall pay any real estate excise taxes due in connection with the making of this Agreement. Upon the execution of this Agreement, Pope and SLRA shall prepare and execute a complete and accurate real estate excise tax affidavit relating to this Agreement for filing with Skamania County, Washington, upon the recording of this Agreement.
- 16. **Assignment.** SLRA may not assign or delegate its rights and obligations under this Agreement except to a successor association of all fee simple owners of all SLRA Lots.
- 17. Benefits and Burdens. The burdens and benefits of the SLRA Easement, Pope Easement, and this Agreement are intended to attach to and run with the land. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Pope, SLRA, the SLRA Lot Owners, the fee simple owners of the SLRA Roadway Lots, and their permitted successors and assigns.
- 18. Release of Rights. SLRA, on behalf of itself and its members, together with the undersigned SLRA Roadway Lot Owners, hereby release all easement, ownership, and other equitable and legal rights and interests of SLRA and its members and lot owners within the Pope Property, except for (a) the SLRA Easement, and (b) any easement claims, rights, and interests of SLRA Roadway Lot Owners for snowmobile and/or tracked non-wheeled vehicle ingress and egress between October 1 and May 31 each year between the SLRA Lots and the Mount Saint Helens Monument within an unpaved roadway within the Pope Property existing as of the date of this Agreement, which is that portion of USFS Road 9015 and USFS Road 37 graphically depicted as "Snowmobile Access Easement Area" on Exhibit D attached hereto, subject to Pope's right to improve, plow, and relocate such unpaved roadway at its option at any time and from time to time.

19. Title Insurance. [No provision.]

20. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Pope:

Pope Resources 19950 7th Avenue N.E., Suite 200 Poulsbo, Washington 98370 Attn: Land Records Telephone: (360) 697-6626

With a copy to: Pope Resources 321 Maurin Rd Ste. C Chehalis, WA 98532 Attn: Tree Farm Manager Telephone: (360) 740-4323

If to SLRA:

Spirit Lake Relocation Association Attn: Tom Grose, President 1417 - 15th Avenue, Suite 8 Longview, WA 98632 Telephone: (360) 751-8718

With a copy to: Spirit Lake Relocation Association c/o Tim Towell 23340 SW Starlight Drive Sherwood, Oregon 97149 Telephone: (971) 217-7211

Each party shall make a reasonable effort to notify the other parties of any address change within thirty (30) days of said change.

- 21. Attorneys' Fees. If any party shall bring any action arising out of this Agreement, the losing party may be ordered to pay the prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, in the discretion of the court, and such attorneys' fees shall be deemed to have accrued on the commencement of such action.
- 22. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. This Agreement may be executed and delivered in counterparts.
- 23. Snow Plows. SLRA may plow snow from the Roadway at its sole expense. Snow will be removed in such as manner as to minimize disturbance to and erosion of the rock surfacing of the Roadway. Machinery equipped with a snow removal blade shall keep the snow removal blade a minimum of two (2) inches above the Roadway surface. Snowplowing shall occur only on the traveled portion of the Roadway. Snow berms caused by snowplowing shall be broken or cut occasionally to allow surface water drainage in order to minimize erosion damage to the Roadway surface from snowmelt runoff. Wheeled vehicle traffic may be restricted during periods where freezing and thawing may cause inordinate damage to the Roadway surface. The cost of repairing any damage from snowplowing of the Roadway shall be borne by the party conducting the snowplowing. An impassable snow barricade or other barricade shall be used to block wheeled vehicle traffic at the termination of the plowed portion of the Roadway, where wheeled vehicle traffic beyond the plowed portion would be unsafe, but such barricade shall be removed if wheeled vehicle traffic beyond the plowed portion thereafter becomes safe by the melting of snow or otherwise.

- 24. **Relocation.** Pope at any time and from time to time may at its option relocate any portion of the SLRA Easement Area and Roadway to any other portion of the Pope Property selected by Pope, provided that (a) Pope shall bear all costs of relocation, including costs of the physical relocation of the Roadway and costs of preparing and recording an amendment to this Agreement to described the relocated SLRA Easement Area, provided, however, that SLRA shall bear twenty percent (20%) of culvert costs incurred by Pope if because of the relocation SLRA will save at least that amount in routine maintenance costs over the next five (5) years, (b) there shall be physical contiguity between the relocated SLRA Easement Area and Roadway and the unrelocated SLRA Easement Area and Roadway, and (c) the relocated Roadway shall be equal or greater in construction quality to the existing Roadway. If Pope relocates the SLRA Easement Area and Roadway, then Pope shall execute and deliver to SLRA within ninety (90) days an amendment to this Agreement to describe the relocated SLRA Easement Area, and SLRA and Pope thereafter shall mutually execute, acknowledge, deliver, and record such amendment in the real property records of Skamania County, Washington. Pope shall provide SLRA written notice of Pope's intent to relocate the SLRA Easement Area and Roadway at least ninety (90) days prior to any work related to such relocation. Pope at any time and from time to time may at its option regrade any portion of the Roadway, provided that Pope shall bear all costs of regrading.
- 25. Recreational Snowmobile Licenses. Pope at its option from time to time may grant to one or more individual SLRA Lot Owners revocable licenses for recreational snowmobile use within portions of the Pope Property located outside of the SLRA Easement Area and Roadway.
- 26. Emergency Evacuation. In the event of earthquake, fire, flood, volcanic eruption, or other catastrophic event requiring the immediate evacuation of persons from the SLRA Lots, if the Roadway is impassible, then the SLRA Lot Owners may use other roadways and trails within the Pope Property for emergency evacuation of the SLRA Lots.
- 27. **Default**. In the event that there is any default by SLRA, or by a Member of SLRA, of any obligation hereunder, Pope shall provide written notice to SLRA and to any Member(s) who committed the actions that constitute the event of default, if known to Pope, describing the default and providing SLRA and/or the Member(s) with thirty (30) days within which to cure such default. In the event that Pope is unaware of the identity of the individual Member(s) who committed the actions that constitute the event of default, SLRA shall cooperate in all efforts by Pope to determine the identity of such Member(s) and shall notify Pope of the identify of such Member(s) if known to SLRA. If the event of default is not cured within thirty (30) days after the written notice by Pope required above, then Pope may exclude the Member(s) who committed the default from use of the SLRA Easement unless and until the default is cured. SLRA will cooperate and assist Pope with the enforcement of this exclusion.
- 28. Exclusions. SLRA shall have the right, exercisable at any time and from time to time, to exclude any SLRA Lot Owner and their agents, contractors, employees, guests, invitees, and subcontractors from use of the SLRA Easement if such SLRA Lot Owner is not a member of SLRA in good standing with all dues paid.

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29. Mandatory Arbitration of Certain Disputes. Any claim by any party to this Agreement that Pope is not maintaining the Roadway as required by Section 6 above, any dispute relating to Roadway maintenance costs or the allocation or amounts of maintenance shares under Section 6 above, and any dispute relating to whether any SLRA Lot Owner should be excluded from use of the SLRA Easement under Sections 27 or 28 above, shall be subject to resolution by mandatory binding arbitration in Portland, Oregon, by a single arbitrator selected by Arbitration Service of Portland, Inc. ("ASP"). For disputes relating to Roadway maintenance, the arbitrator shall be an individual with at least twenty (20) years of experience managing commercial forests in Oregon or Washington, including timberland roadway maintenance and repair projects. The arbitration shall be governed by the ASP procedural rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This section shall not preclude any party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate liability for all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the undersigned hereby set their hands.

POPE:	POPE RESOURCES, a Delaware limited
	partnership

Name: John T. Bryant
Title: Director Cand Information

STATE OF FLORIDA

THE FOREGOING INSTRUMENT was acknowledged before me this day of overhood, 2020, by as as wester land information services for Pope Resources, a Delaware limited partnership, on behalf of the company and who is personally known to me.

Print Name:

Notary Public, State of Florida

My Commission Expires:

Commission # HH 9615

My Commission # HH 9615

My Commission # Florida Commission # HH 9615

My Commission Expires

June 11, 2024

SLRA:

SPIRIT LAKE RELOCATION ASSOCIATION, a Washington nonprofit corporation

STATE OF WASHINGTON COUNTY OF COULTY On this <u>MA</u>day of <u>September</u>, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared The mass of Spirit Lake Relocation Association, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that $\sqrt{\rho}$ was authorized to execute the said instrument. WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first

NOTARY PUBLIC in and for the State of Washington, residing at County County My commission expires ___ Print Name AM

SLRA ROADWAY LOT OWNERS:	Lot 1: Timothy A.Hay and Stacy J. Hay
	By: Timethy A. Hay By: Stacy J. Hay
STATE OF WASHINGTON)	
COUNTY OF <u>Clary</u>) ss.	. (2)
Washington, personally appeared Timothy A. H	, 2020, before me, a Notary Public in and for the State of ay, personally known to me (or proved to me on the basis xecuted this instrument and acknowledged it to be his free poses mentioned in the instrument.
IN WITNESS WHEREOF, I have here above written.	into set my hand and official seal the day and year first
KATELYN D ADOLPHSEN Notary Public State of Washington Commission # 199538 My Comm. Expires Apr 27, 2022	NOTARY PUBLIC in and for the State of WA, residing at 107 www. St. Eattle Grand, WA 48604 My appointment expires C4/27/2022 Print Name Kaleyn Adoptisen
STATE OF WASHINGTON) ss. COUNTY OF LUVE)	- () 7
	, 2020, before me, a Notary Public in and for the State of personally known to me (or proved to me on the basis of cuted this instrument and acknowledged it to be his/her purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have hered above written.	anto set my hand and official seal the day and year first
KATELYN D ADOLPHSEN Notary Public State of Washington Commission # 199538 My Comm. Expires Apr 27, 2022	NOTARY PUBLIC in and for the State of WA, residing at 107W Manst. Butu Grown WA allow My appointment expires 04/27/2027 Print Name Watelyn Adolphsen

Lot 2: Timothy N. Towell and Mary R. Towell

By: Junioley M. Joursell

Timothy M. Towell

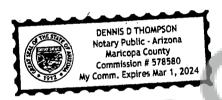
Day Man Plans M.

Mary **K** Towell

STATE OF ARIZONA) ss. COUNTY OF MARICOPA)

On this 28th day of May, 2020, before me, a Notary Public in and for the State of Arizona, personally appeared Timothy N. Towell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of Arizona, residing at

My appointment expires \(\) Print Name

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)

On this 28th day of May, 2020, before me, a Notary Public in and for the State of Arizona, personally appeared Mary R. Towell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

DENNIS D THOMPSON Notary Public - Arizona Maricopa County Commission # 578580 My Comm. Expires Mar 1, 2024

NOTARY PUBLIC in and for the State of Arizona, residing at

My appointment expires

Print Name DEX

. 17

	Lot 3: Gregory M. Hessong and
	By: Gregory M. Hessong
	Ву:
	Print Name:
ORE GON STATE OF WASHINGTON	,
COUNTY OF MUNINOMAL) SS.)
On this $\underline{\mathcal{A}^{TU}}$ day of _	JUNE, 2020, before me, a Notary Public in and for the State of
basis of satisfactory evidence) t	ed Gregory M. Hessong, personally known to me (or proved to me on the o be the person who executed this instrument and acknowledged it to be eed for the uses and purposes mentioned in the instrument.
	OF, I have hereunto set my hand and official seal the day and year first
above written.	
OFFICIAL STAMP PARKER JEROME SWENSEN NOTARY PUBLIC - OREGON COMMISSION NO. 990648 MY COMMISSION EXPIRES AUGUST 15, 2023	NOTARY PUBLIC in and for the State of WA, OR GOOD residing at PORTLAND My appointment expires 9(19/2003 Print Name PARMOR T SUMSON
STATE OF WASHING FON)) SS.)
	, 2020, before me, a Notary Public in and for the State of ed, personally known to me (or disfactory evidence) to be the person who executed this instrument and see and voluntary act and deed for the uses and purposes mentioned in the
IN WITNESS WHERE above written.	OF, I have hereunto set my hand and official seal the day and year first
	NOTARY PUBLIC in and for the State of WA, residing at
	My appointment expires
	Print Name

STATE OF WASHINGTON) ss. COUNTY OF Clark On this 232 day of June _, 2020, before me, a Notary Public in and for the State of Washington, personally appeared Adam Folden, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument. IN WITNESS, WHEREOF, I have hereunto set my hand and official seal the day and year first residing at Vancouver My appointment expires Print Name Knsh STATE OF WASHINGTON) ss. COUNTY OF Wan On this 23 day of June , 2020, before me, a Notary Public in and for the State of Washington, personally appeared Tammy Folden, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written. NOTARY PUBLIC in and for the State of WA residing at Vancouver, W4 My appointment expires Print Name Kristy

Lot 4: Adam Folden and Tammy Folden

R	v: B. R. Mas
	Benjamin R-McLaren
В	y: Whalen Jennifer L McLaren
Washington, personally appeared Benjamin R Mcl basis of satisfactory evidence) to be the person wh his free and voluntary act and deed for the uses and	2020, before me, a Notary Public in and for the State of Laren, personally known to me (or proved to me on the o executed this instrument and acknowledged it to be
re N	NOTARY PUBLIC in and for the State of WA, esiding at Way appointment expires 112000 Frint Name
Washington, personally appeared Jennifer L McLa	2020, before me, a Notary Public in and for the State of aren, personally known to me (or proved to me on the o executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
above written. N	NOTARY PUBLIC in and for the State of WA, esiding at Why appointment expires 12000 Trint Name

Lot 9: Matthew B. Jenkins and Jennifer L. Jenkins Matthew B. Jenkins ennifer L. Jenkins STATE OF WASHINGTON COUNTY OF On this _____ day of _____, 2020, before me, a Notary Public in and for the State of Washington, personally appeared Matthew B. Jenkins, personally known to me (or proved to me on the , 2020, before me, a Notary Public in and for the State of basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written. NOTARY PUBLIC in and for the State of WA, residing at My appointment expires Print Name STATE OF WASHINGTON) ss. COUNTY OF On this day of , 2020, before me, a Notary Public in and for the State of Washington, personally appeared Jennifer L. Jenkins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written. NOTARY PUBLIC in and for the State of WA, residing at My appointment expires Print Name



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California	
County of San Oldo	
	<u>)C\</u> (here insert name and title of the office
personally appeared MMHEM B J-enKins	7.0.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.	AGENTAL DESCRIPTION OF THE PROPERTY OF THE PRO
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand	Notary Seal
and official seal.	
For Bank Purposes Only	
Description of Attached Document	
Type or Title of Document Ut M: Matter B Jankins and	Vennifer L Jenkins
Document Date M- 1220 Number of Page	es lofl
Signer(s) Other Than Named Above YUYU	



FO01-000DSG5350CA-0



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Well
On M. 2001 before me, Joseph Knimerine Jamour (here insert name and title of the officer),
personally appeared <u>Jennifer</u> L. <u>Jenkins</u>
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
l certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Notary Seal
WITNESS my hand and official seal.
For Bank Purposes Only
Description of Attached Document
Type or Title of Document LOT M. MOHTEN BJENKINS und Jennifer L. Jenkins
Document Date 07:02:2020 Number of Pages 0f
Signer(s) Other Than Named Above YOUNG



FO01-000DSG5350CA-01

	Lot 10: Don S. King and Roxanne M. King
	By: Don S. King By: Roxanne M. King
STATE OF WASHINGTON)	
COUNTY OF COUNTY)	SS.
On this 2 Hday of N	, 2020, before me, a Notary Public in and for the State of
Washington, personally appeared satisfactory evidence) to be the pe	Don S. King, personally known to me (or proved to me on the basis of erson who executed this instrument and acknowledged it to be his free uses and purposes mentioned in the instrument.
IN WITNESS WHEREO	F, I have hereunto set my hand and official seal the day and year first
above written.	
Washington, personally appeared basis of satisfactory evidence) to	NOTARY PUBLIC in and for the State of WA, residing at State of WA, My appointment expires Feb. (D. 2020). Print Name April C. Modification of the State of Roxanne M. King, personally known to me (or proved to me on the person who executed this instrument and acknowledged it to be defor the uses and purposes mentioned in the instrument.
IN WITNESS WHEREO above written. APRIL L MOORE Notary Public State of Washington My Appointment Expires Feb 10, 2022	NOTARY PUBLIC in and for the State of WA, residing at Wy i'ew, WA My appointment expires Tolo 10, 2020 Print Name April (1, 10, 202)
100 10, 2022	1

Lot 9: Matthew B. Jenkins and Jennifer L. Jenkins

	By:
	By: Matthew B. Jenkins
	By:
STATE OF WASHINGTON)	
COUNTY OF) ss.)	+ 0
On this day of Washington, personally appeared Matthew B. Jo basis of satisfactory evidence) to be the person whis free and voluntary act and deed for the uses	_, 2020, before me, a Notary Public in and for the State of enkins, personally known to me (or proved to me on the who executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have here	anto set my hand and official seal the day and year first
above written.	
	NOTARY PUBLIC in and for the State of WA,
	residing at
	My appointment expires
	Print Name
STATE OF WASHINGTON) ss.	
COUNTY OF)	- () \
Washington, personally appeared Jennifer L. Jen	, 2020, before me, a Notary Public in and for the State of nkins, personally known to me (or proved to me on the who executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have here above written.	into set my hand and official seal the day and year first
	NOTARY PUBLIC in and for the State of WA,
	1.41
	My appointment expires
	Print Name

Lot 26: John R. Hayden and Chris W. Studer

	By: (I win hg. Stund
	Chris W. Studer
STATE OF WASHINGTON	
COUNTY OF COUNTY OF) ss.)
Washington, personally appeared of satisfactory evidence) to be the	Jugust, 2020, before me, a Notary Public in and for the State of John R. Hayden, personally known to me (or proved to me on the basis e person who executed this instrument and acknowledged it to be his free e uses and purposes mentioned in the instrument.
IN WITNESS WHEREC	F, I have hereunto set my hand and official seal the day and year first
MANU GIRI NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES 10-04-21	
STATE OF WASHINGTON)	SS.
Washington, personally appeared of satisfactory evidence) to be the	2020, before me, a Notary Public in and for the State of Chris W. Studer, personally known to me (or proved to me on the basis person who executed this instrument and acknowledged it to be his/her or the uses and purposes mentioned in the instrument.
IN WITNESS WHEREO above written.	F, I have hereunto set my hand and official seal the day and year first Λ
MANU GIRI NOTARY PUBLIC STATE OF WASHINGTON MY COMMISSION EXPIRES 10-04-21	NOTARY PUBLIC in and for the State of WA, residing at Longvie D, WA My appointment expires 1010412021 Print Name Many Gissi

Lot 27: Claude N. Millard and Hurmalee J. Millard

	9
STATE OF WASHINGTON)	
COUNTY OF COWLITZ) ss.	* (/) *
On this 9 day of Jove Washington, personally appeared Claude N. Mi	_, 2020, before me, a Notary Public in and for the State of illard, personally known to me (or proved to me on the who executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
above written.	unto set my hand and official seal the day and year first
OTANIA OT	NOTARY PUBLIC in and for the State of WA, residing at 3335 WA WAY Longview W. My appointment expires 9.9. The Print Name A. M. Owen
WILLIAM OF WASHINGTON	
STATE OF WASHINGTON) ss.	
COUNTY OF Cowlitz)	~ () /
Washington, personally appeared Hurmalee J. N	_, 2020, before me, a Notary Public in and for the State of Millard, personally known to me (or proved to me on the who executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have here above written.	unto set my hand and official seal the day and year first
MOVEN MO	NOTARY PUBLIC in and for the State of WA, residing at 3305 WA WAY Longview WA appointment expires 9.9.31 Print Name A. W OWEW
4823-1782-8930v.22 0046183-0053388	24

Lot 28: Kevin S. Sayles and Melissa C. Sayles

	By: Kevin Sayles Kevin S. Sayles By: Melissa C. Sayles
	_, 2020, before me, a Notary Public in and for the State of
of satisfactory evidence) to be the person who e and voluntary act and deed for the uses and purp	es, personally known to me (or proved to me on the basis executed this instrument and acknowledged it to be his free poses mentioned in the instrument. The proved to me on the basis are considered in the development of the construction of the co
above written. STACY HAY Notary Public State of Washington Commission # 208711 My Comm. Expires Jul 13, 2023 STATE OF WASHINGTON	NOTARY PUBLIC in and for the State of WA, residing at 18004 NE 72nd Ave Vanc Wage My appointment expires 7-13-23 Print Name Stacy Hay
COUNTY OF CLAVE) ss.	~ () /
Washington, personally appeared Melissa C. Sa basis of satisfactory evidence) to be the person	_, 2020, before me, a Notary Public in and for the State of yles, personally known to me (or proved to me on the who executed this instrument and acknowledged it to be and purposes mentioned in the instrument.
IN WITNESS WHEREOF, I have here above written. STACY HAY Notary Public State of Washington Commission # 208711 My Comm. Expires Jul 13, 2023	NOTARY PUBLIC in and for the State of WA, residing at 1800 4 No 72 nd Ave, Vanc, Wa 98686 My appointment expires 7-13-23 Print Name Stacy Hay

	Lot 29: Dale R. Clark and Tina/M. Clark
	By: Wall Clar
	Dale R. Clark
	By: Ji No. Clark
	Tina ivi. Clark
county of Cowlity) ss.	. (2)
Washington, personally appeared Dale R. Clark,	, 2020, before me, a Notary Public in and for the State of personally known to me (or proved to me on the basis of uted this instrument and acknowledged it to be his free oses mentioned in the instrument.
IN WITNESS WHEREOF, I have hereu above written.	nto set my hand and official seal the day and year first
MY CLAYPOOL MY STON EXPERIENCE NOTARY PUBLIC PUBLIC POF WASHINGTON	NOTARY PUBLIC in and for the State of WA, residing at
STATE OF WASHINGTON) ss.	7()-
Washington, personally appeared Tina M. Clark,	, 2020, before me, a Notary Public in and for the State of personally known to me (or proved to me on the basis of uted this instrument and acknowledged it to be her free oses mentioned in the instrument.
above written.	nto set my hand and official seal the day and year first
★ (NOTARY) ★	NOTARY PUBLIC in and for the State of WA, residing at

EXHIBITS:

A

Legal Description of the Pope Property
Map (Depicting Portion of Pope Property, SLRA Lots, SLRA Roadway Lots,
USFS Road 9015, and Bypass Road 3030) В

C D

Legal Description of the SLRA Lots
Map (Depicting Snowmobile Access Easement Area)

EXHIBIT A

Legal Description of the Pope Property

Township 7 North, Range 5 East, Willamette Meridian

Section 24

Lots O-1 through O-24 of the Third Revised Division Map of Swift North recorded in the real property records of Skamania County, Washington, under Auditor's File No. 2014002266 (the "Division Map"), which also may be described as the Northeast quarter, the Southwest quarter, and the Northwest quarter of Section 24, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington.

Township 7 North, Range 6 East, Willamette Meridian

Section 6

LOT A-100 of the Fourth Revised Division Map of Swift North recorded in the real property records of Skamania County, Washington, under Auditor's File No. 2015001133 (the "Lot Consolidation Map"), also described as the North half of Section 6, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Lots A-17 through A-32 of the Division Map, which may also be described as the South half of Section 6, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Section 5 LOT B-100

The Southeast quarter and that portion of the North half of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, lying south and west of the Fee Riparian Area that is shown on the Lot Consolidation Map and legally described as follows (the "Fee Riparian Area"):

Beginning at the Northwest corner of Section 5, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington;

Thence South 88°55'49" East, along the north line of said Section 5, for a distance of 2085.87 feet to the TRUE POINT OF BEGINNING;

Thence South 88°55'49" East, along said north line, for a distance of 399.64 feet to the thread of Pine Creek;

Thence southeasterly along the thread of Pine Creek, said thread being the southwesterly boundary of the lots conveyed to Columbia Land Trust by deed recorded under Auditor's file

```
said Section 15;
Thence South 00°51'28" West along said East line, for a distance of 493.81 feet;
Thence leaving said East line, North 50°43'59" West, for a distance of 183.04 feet;
Thence North 43°32'17" West, for a distance of 524.07 feet;
Thence North 57°54'34" West, for a distance of 285.15 feet;
Thence North 88°36'49" West, for a distance of 295.31 feet:
Thence South 84°52'41" West, for a distance of 310.89 feet;
Thence South 86°54'11" West, for a distance of 612.80 feet;
Thence South 86°18'05" West, for a distance of 663.75 feet;
Thence North 74°53'22" West, for a distance of 409.65 feet;
Thence South 87°53'59" West, for a distance of 162.46 feet;
Thence North 88°00'19" West, for a distance of 337.55 feet:
Thence North 77°47'50" West, for a distance of 890.51 feet;
Thence South 87°25'04" West, for a distance of 455.90 feet;
Thence North 71°13'37" West, for a distance of 436.30 feet;
Thence North 46°29'36" West, for a distance of 514.62 feet;
Thence North 07°36'21" West, for a distance of 1179.16 feet;
Thence North 28°22'01" West, for a distance of 538.33 feet;
Thence North 07°36'23" West, for a distance of 669.12 feet:
Thence North 08°24'36" West, for a distance of 552.20 feet;
Thence North 36°03'42" West, for a distance of 508.01 feet;
Thence North 09°05'52" East, for a distance of 483.24 feet:
Thence North 58°12'26" West, for a distance of 650.26 feet;
Thence North 36°41'55" West, for a distance of 1960.17 feet;
Thence North 69°39'46" West, for a distance of 221.68 feet;
Thence North 49°57'16" West, for a distance of 163.52 feet;
Thence North 58°46'43" West, for a distance of 498.22 feet:
Thence North 53°50'44" West, for a distance of 535.22 feet;
Thence North 21°15'19" West, for a distance of 1521.66 feet:
Thence along the arc of a 1454.28 foot radius curve to the right, for an arc distance of 1131.22
feet, through a central angle of 44°34'05", the radius of which bears North 68°44'41" East, the
long chord of which bears North 01°01'44" East, for a chord distance of 1102.92 feet;
Thence North 23°04'46" East, for a distance of 148.57 feet;
Thence North 68°13'03" East, for a distance of 369.17 feet;
Thence North 23°38'54" West, for a distance of 1081.14 feet;
Thence North 21°35'02" East, for a distance of 240.07 feet;
Thence North 02°08'10" East, for a distance of 579.23 feet;
Thence along the arc of a 168.55 foot radius curve to the left, for an arc distance of 293.73 feet,
through a central angle of 99°50'52", the radius of which bears North 85°45'25" West, the long
chord of which bears North 45°40'51" West, for a chord distance of 257.95 feet;
Thence South 84°23'43" West, for a distance of 523.46 feet;
Thence North 73°49'57" West, for a distance of 438.38 feet;
Thence North 55°18'25" West, for a distance of 183.80 feet;
```

number 2013000998, Records of Skamania County, Washington, to a point on the East line of

Thence North 42°11'04" West, for a distance of 175.00 feet;

Thence North 46°30'21" West, for a distance of 199.93 feet;

Thence North 39°32'29" West, for a distance of 249.29 feet;

Thence North 86°35'36" West, for a distance of 627.53 feet;

Thence North 62°53'20" West, for a distance of 999.80 feet;

Thence along the arc of a 1168.31 foot radius curve to the right, for an arc distance of 1033.14 feet, through a central angle of 50°40'00", the radius of which bears North 40°00'08" East, the long chord of which bears North 24°39'52" West, for a chord distance of 999.80 feet; Thence North 15°02'50" West, for a distance of 150.87 feet to the TRUE POINT OF BEGINNING.

Lot B-15, Lot B-16, Lot B-19, Lot B-20, Lot B-23, Lot B-24, Lot B-27 and Lot B-28 of the Division Map, also described as the Southwest quarter of Section 5 Township 7 North Range 6 East, Willamette Meridian, Skamania County, Washington.

Section 7

Lots E-1 through E-32 of the Division Map, which also may be described as Section 7, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Section 8

LOT F-100 of the Lot Consolidation Map, also described as the Northeast quarter and the East half of the East half of the Southeast quarter of Section 8, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

Lots F-1, F-6, F-9, F-10, F-13 through F-19, and F-21 through F-27 of the Division Map, which also may be described as the West half of the East half of the Southeast quarter, the West half of the Southeast quarter, the Southwest quarter and the Northwest quarter of Section 8, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, EXCEPTING therefrom that portion lying within the Four Peaks Subdivision as recorded in Book B of Plats, at Page 60, Records of Skamania County, Washington.

Lots K-1 through K-7, K-9, K-10, K-11, K-13, K-14, K-15, K-16, K-19, K-22 and K-26 of the Division Map, which also may be described as the Northeast quarter, the Northwest of the Northwest quarter of the Southeast quarter, the Southwest quarter and the Northwest quarter of Section 17, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, EXCEPTING therefrom that portion lying South and East of a line beginning at the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 17; Thence North to the Northwest corner of the East half of the Northeast quarter of said Section 17.

Section 18

Lots J-1 through J-23 of the Division Map, which also may be described as the West half, the North half of the Northeast quarter, the Southwest quarter of the Northeast quarter, and the Southwest quarter of the Southeast quarter of Section 18, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, EXCEPT that portion conveyed to Marshall and Melba Moore, by deed recorded in Book 194, Page 10, Skamania County records.

Section 19

Lots P-1 through P-32 of the Division Map, which also may be described as Section 19, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington.

All situate in Skamania County, Washington.

EXHIBIT B

Map (Depicting Portion of Pope Property, SLRA Lots, SLRA Roadway Lots, USFS Road 9015, and Bypass Road 3030)

(See attached page.)

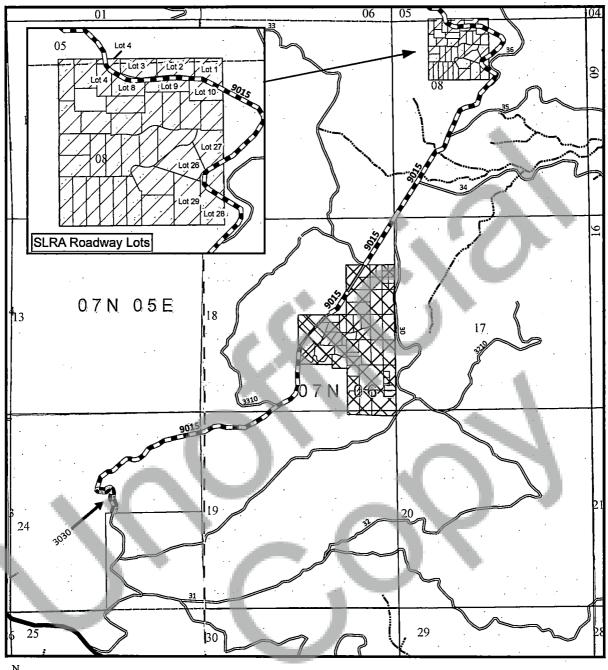


Exhibit B
Section 24,Township 7 North, Range 5 East
Sections 7, 8, 17, 18, 19, Township 7 North, Range 6 East
Skamania County, Washington

\boxtimes	Marble Mountain	Pope Property	, , , , , , , , , , , , , , , , , , , 	USFS Bypass Road 3030
	SLRA Lots	 Streams	300	USFS Road 9015
0	2,750	 5,500 Feet		•



EXHIBIT C

Legal Description of the SLRA Lots

Lots 1 through 37, inclusive, of the FOUR PEAKS SUBDIVISION, according to the Plat thereof, recorded in Book B of Plats, Pages 60-61, in the County of Skamania, State of Washington.

Skamania County Assessor

Date 11/24/20 Parcel # See Attuched porcels

EXHIBIT D

Map (Depicting Snowmobile Access Easement Area)

(See attached page.)

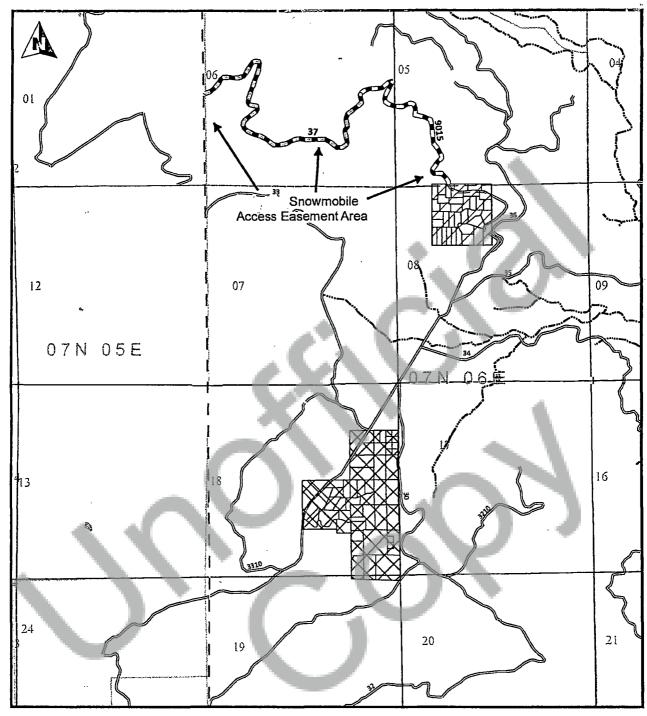


Exhibit D

Snowmobile Access Easement Area Sections 5, 6, Township 7 North, Range 6 East, Skamania County, Washington

