Skamania County, WA Total:\$219.50

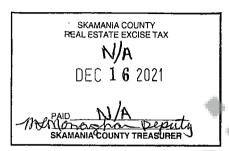
2021-004125 12/16/2021 11:34 AM

Request of: CLARK COUNTY TITLE

After Recording, Return To:

First American Title Insurance Company 3455 Peachtree Road NE, Suite 675 Atlanta, Georgia 30326 Attn.: Kevin Wood, Esq.

00011609202100041250170176



Space above reserved for recorder

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR ACCESS RIGHTS (Skamania County, Washington)

This Assignment and Assumption Agreement for Access Rights (this "Access Assignment"), dated as of November 17, 2021, is by and between S.D.S. Co., L.L.C., a Washington limited liability company ("SDS Timber"), S.D.S. Lumber Co., a Washington corporation (collectively with SDS Timber, "Assignor"), and TCT Columbia Holdings LLC, a Delaware limited liability company ("Assignee").

WHEREAS, SDS Timber and certain other parties entered into that certain Membership Interest Purchase Agreement dated as of September 28, 2021 (the "Purchase Agreement"), pursuant to which SDS Timber has agreed to transfer and convey to Assignee the TCT Assets. which assets include the real property described on attached Exhibit "A" (the "Real Property"): and

WHEREAS, in connection with the transfer of the TCT Assets, Assignor, to the extent of its interests therein and to the extent assignable, has agreed to assign to Assignee all easements, road use agreements, rights-of-way, licenses, permits, permissions, prescriptive rights and other agreements and authorizations providing access to the Real Property (whether recorded or unrecorded, the "Access Rights and Agreements"), effective as of the Closing Date.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, Assignor and Assignee agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Access Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment</u>. Effective as of the Closing Date, Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, to the extent assignable and only to the extent affecting and relating to the Real Property, all of Assignor's right, title and interest in and to the Access Rights and Agreements, including, but not limited to, those certain access licenses, reciprocal access agreements, road use agreements, easements, access contracts, and other access rights appurtenant to, or used in connection with the Real Property identified in the documents listed on attached **Exhibit "B"**.
- 3. <u>Assumption</u>. Assignee hereby accepts the foregoing assignments and, in consideration thereof, Assignee hereby covenants and agrees that, on and after the Closing Date, Assignee will assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Access Rights and Agreements that arise on and after the Closing Date.

4. Indemnification.

- (a) Assignee hereby agrees to indemnify, defend and hold harmless Assignor for, from and against, and will reimburse Assignor for, any and all actions, claims, costs, damages, demands, expenses (including reasonable attorneys' fees), loss and liability, of any nature whatsoever, arising out of or in any way related to the failure of Assignee to pay and perform the obligations under the Access Rights and Agreements arising on or after the Closing Date.
- (b) Assignor hereby agrees to indemnify, defend and hold harmless Assignee for, from and against, and will reimburse Assignee for, any and all actions, claims, costs, damages, demands, expenses (including reasonable attorneys' fees), loss and liability, of any nature whatsoever, arising out of or in any way related to the failure of Assignor to pay and perform the obligations under the Access Rights and Agreements arising prior to the Closing Date.
- 5. <u>Successors and Assigns</u>. The terms and conditions of this Access Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Access Assignment shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction).
- 7. <u>Counterparts</u>. This Access Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement notwithstanding that all parties are not signatories to the same counterpart.
- 8. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver such additional assignments, documents, instruments, conveyances and assurances and take such

further actions as may be reasonably required to carry out the provisions of this Access Assignment and give effect to the assignment and assumption contemplated hereby.

9. <u>Recording</u>. Following execution and acknowledgement by all parties hereto, an original signed counterpart of this instrument shall be recorded in the real property records of Skamania County, Washington.

[Signatures and acknowledgements on following pages]

DATED as of the date set forth on the first page of this Access Assignment.

ASSIGNOR:

S.D.S. CO., L.L.C.,

a Washington limited liability company

By:_

Name: Jeff Webber Title: President

State of W

County of Klickitat

On this Zday of November, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of S.D.S. Co., L.L.C., a Washington limited liability company, the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public in and for the State

My Appointment expires:

11/2/21



S.D.S. LUMBER CO., a Washington corporation

Title: President

State of Washington)

Scounty of Washington) ss

On this 12 day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of S.D.S. Lumber Co., a Washington corporation, the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public in and for the State of Washington

My Appointment expires:

ASSIGNEE:

TCT COLUMBIA HOLDINGS LLC,

a Delaware limited liability company,

By: Name: Jeff Webber

Title: President

State of -W

County of Klickitat

) ss.

On this 2 day of November, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Webber, to me known to be the President of TCT Columbia Holdings LLC, a Delaware limited liability company, the company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first written above.

Notary Public in and for the State of

My Appointment expires:

EXHIBIT "A"

Legal Description

PARCEL 1

THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 2

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE EAST HALF OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, INTHE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 3

THE SOUTHEAST QUARTER OF SECTION 20; AND THE NORTH HALF OF THE SOUTH HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 3 & 4 IN SECTION 21, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 4

THE SOUTHEAST QUARTER OF SECTION 22 AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 5

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

PARCEL 6

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 7

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTEROF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 8

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, AND THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

PARCEL 9

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

PARCEL 10

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

PARCELS 11 AND 12

THE NORTHWEST QUARTER, AND THE WEST 60 RODS OF THE WEST HALF OF THE NORTHEAST QUARTER, AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATEOF WASHINGTON.

EXCEPT ALL THAT PORTION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE DEEDED RIGHT OF WAY CONVEYED TO BONNEVILLE POWER ADMINISTRATION BY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

ALSO EXCEPT THAT PORTION CONVEYED TO BONNEVILLE POWER ADMINISTRATIONBY INSTRUMENT RECORDED IN BOOK 27, PAGE 315.

PARCEL 13

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO LARRY A. BIRKENFIELD ET UX BY INSTRUMENTRECORDED IN BOOK 84, PAGE 30.

PARCEL 14

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

PARCEL 15

THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL 16

THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL 17

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 19, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL 20

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION.

PARCEL 21

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN,

IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30;

THENCE EAST 80 RODS TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTEROF THE NORTHEAST QUARTER OF THE SAID SECTION 30; THENCE SOUTH 80 RODS; THENCE IN A NORTHWESTERLY DIRECTION TO THE POINT OF BEGINNING.

PARCEL 22

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OFSKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL 23

THE NORTHWEST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO SKAMANIA COUNTY BY INSTRUMENT RECORDED FEBRUARY 26, 1960 IN BOOK 47, PAGE 99.

ALSO EXCEPT TRACT A AND TRACT B DESCRIBED UNDER AUDITOR'S FILE NOS. 2012181921 AND 2012181922.

ALSO EXCEPT THAT PORTION LYING EAST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019, UNDER AUDITOR'S FILE NO. 2019002416.

PARCEL 24

GOVERNMENT LOTS 1, 2 AND 3 AND THE SOUTHWEST QUARTER OF THE NORTHEASTQUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA COUNTY, STATE OF WASHINGTON.

PARCEL 25

THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 ALL OF SECTION 5, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER AND THE EAST HALF OF SECTION 6, THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE EAST HALF ALL IN SECTION 7, ALL OF SECTION 8, ALL IN TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO ALL OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTEMERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY INSTRUMENT RECORDED DECEMBER 12, 1947 UNDER AUDITOR'S FILE NO. 37340.
- B. THAT PORTION CONVEYED TO LEE MONTGOMERY, ET UX, BY INSTRUMENT RECORDED MARCH 16, 1970 IN BOOK 61, PAGE 595, AUDITOR'S FILE NO. 71947.
- C. THAT PORTION CONVEYED TO KARL KLIPPEL, ET UX, BY INSTRUMENT RECORDED AUGUST 8, 1995 IN BOOK 151, PAGE 631.
- D. THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AS DESCRIBED BY INSTRUMENT RECORDED IN BOOK 74, PAGE 802.

ALSO THE EAST HALF AND THE EAST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, INTHE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION AS DESCRIBED IN BOOK 49, PAGE 181.

PARCEL 26

THE WEST HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER, ALL IN SECTION 9, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

ALSO A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 56 RODS WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE NORTH 40 RODS; THENCE WEST 24 RODS; THENCE SOUTH 40 RODS; THENCE EAST 24 RODS TO THE PLACE OF BEGINNING.

ALSO THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTYOF SKAMANIA, STATE OF WASHINGTON.

EXCEPTING THEREFROM THE FOLLOWING:

- A. THAT PORTION CONVEYED TO LESLIE E DONALDSON, ET UX, BY INSTRUMENT RECORDED SEPTEMBER 13, 1983 IN BOOK 82, PAGE 680.
- B. LOTS 1 AND 2 OF THE A.G. MALELLA SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS, PAGE 239 AND THAT PORTION LYING SOUTH OF LOT 2.
- C. LOTS 1 AND 2 OF THE RENO ZIEGLER SHORT PLAT, RECORDED IN BOOK 2 OF SHORT PLATS, PAGE 55.

PARCEL 27

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE NORTH HALF OF THESOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 4, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 28

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, INTHE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

SAID POINT BEARING SOUTH 84°36' EAST FROM THE CENTER OF SAID SECTION AND 330 FEET DISTANT; THENCE NORTH FOR 660 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT;

THENCE SOUTH 84°36' EAST FOR 330 FEET ALONG THE LINE OF THE ELLA M. WOODWARD TRACT; THENCE SOUTH FOR 660 FEET TO THE SOUTH LINE OF THE QUARTER SECTION; THENCE NORTH 84°36' WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 330 FEET TO THE POINT OF BEGINNING.

PARCEL 29

THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATEOF WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A BRASS HUB MARKING THE CENTER OF THE SAID SECTION 19; THENCENORTH 1320 FEET TO AN IRON PIPE AND THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED; THENCE EAST 1389.6 FEET TO AN IRON PIPE; THENCE NORTH 28 EAST

152.5 FEET TO AN IRON PIPE; THENCE NORTH 60 WEST 173.6 FEET TO AN IRON PIPE; THENCE NORTH 85 WEST 772.2 FEET TO AN IRON PIPE; THENCE WEST 309 FEET TO ANIRON PIPE; THENCE NORTH 06°48' WEST 1042 FEET; THENCE WEST 17.1 FEET TO AN IRON PIPE; THENCE SOUTH 1320 FEET TO THE INITIAL POINT.

PARCEL 30

THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH OF COUNTY ROAD, THE WEST HALF OF THE NORTHEAST QUARTER, THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE SOUTH 330 FEET THEREOF, ALL OF THE NORTH 330 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 20, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 32 - INTENTIONALLY DELETED

PARCEL 33

GOVERNMENT LOTS 11 AND 12 IN SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 1/2 EASTOF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENTRECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

PARCEL 34

GOVERNMENT LOTS 1 AND 2 IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO THOMAS A. SMITH, ET UX, BY INSTRUMENT RECORDED AUGUST 24, 1992 IN BOOK 130, PAGE 343.

EXCEPT THAT PORTION CONVEYED TO THE UNITED STATES OF AMERICA.

PARCEL 35

THE EAST HALF OF GOVERNMENT LOT 7, THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND GOVERNMENT LOT 12, EXCEPT THE WEST 46 RODS THEREOF, ALL IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EASTOF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF LYING WITH THE 300 FOOT STRIP OF LAND ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE COULEE NO.1 AND NO. 2 TRANSMISSION LINES.

PARCEL 36

GOVERNMENT LOT 10 AND THE WEST 18.63 ACRES OF GOVERNMENT LOT 11, IN SECTION 25, TOWNSHIP 3 NORTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION THEREOF WHICH LIES WITHIN THE 300 FOOT STRIP OF LANDACQUIRED BY THE UNITED STATES OF AMERICA FOR BONNEVILLE POWER ADMINISTRATIONS ELECTRIC POWER TRANSMISSION LINES.

ALSO EXCEPT THAT PORTION DESCRIBED UNDER AUDITOR'S FILE NO. 2019000762.

PARCEL 37

THE SOUTH HALF OF THE NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER, ALL IN SECTION 36, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, INTHE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 40

THE NORTH HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ALL IN SECTION 16, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 41

GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THEWILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 42

GOVERNMENTS LOTS 3 AND 4, SECTION 18, TOWNSHIP 3 NORTH, RANGE 10 EAST OFTHE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THE WEST 362 FEET OF THE NORTH 504 FEET OF GOVERNMENT LOT 3 IN SAIDSECTION 18.

PARCEL 45

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER ANDTHE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH,RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 46

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON, LYING WESTERLY OF AALVIK ROAD AND NORTH OF LOT 1 AS SHOWN ON A SHORT PLAT RECORDED ON PAGE 57, BOOK 2 OF SHORT PLATS, SKAMANIA COUNTY, WASHINGTON.

PARCEL 47

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

PARCEL 48

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA, STATE OF WASHINGTON.

EXCEPT THAT PORTION LYING WEST OF THE EAST LINE OF TRACTS A & B, CONVEYED TO INDEPENDENCE, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, RECORDED DECEMBER 9, 2019 UNDER AUDITOR'S FILE NO. 2019-002416.

PARCEL 49

The Southwest Quarter of the Northwest Quarter and the East half of the Northwest Quarter all in Section 20, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPTING therefrom the following:

Beginning at the Northeast comer of the Northwest Quarter of section 20, thence West 396 feet; thence South 792 feet; thence east 396 feet; thence North 792 feet to the Point of Beginning.

ALSO EXCEPT that portion conveyed to Jesse G. Renfro et. Ux. By instrument recorded May 31, 1977 in Book 72, Page 758.

ALSO EXCEPT everything lying Easterly of the Columbia River Gorge National Scenic Area Boundary, Said boundary is described as the 800 foot contour line, Vertical Datum of 1929 (NGVD 1929).

Containing 40.76 Acres, more or less

EXHIBIT "B"

Access Rights and Agreements

SKAMANIA COUNTY, WA

- 1. Road Use Agreement dated November 21, 2012, between Timothy A. Woolsey and Rebecca L. Woolsey, as grantors, and SDS Co. L.L.C., as grantee.
- 2. Agreement for Use of Right-of-Way dated February 7, 1984, between James H. Cassell, as grantor, and SDS Lumber Company and Skamania County PUD #1, as grantees.