Skamania County, WA Total:\$218.50 EASE

2023-000087

01/18/2023 01:06 PM

Pgs=16
Request of: DEPARTMENT OF NATURAL RESOURCES

0001512420230000870160160

AFTER RECORDING RETURN TO:

Castle Rock, WA 98611

Washington State Department of Natural Resources
Pacific Cascade Region
Attn: Renee Wend
P.O. Box 280

SKAMANIA COUNTY REAL ESTATE EXCISE TAX 36484

JAN 1 8 2023

PAID 81.50 SKAMANIA COUNTY TREASURER

RECREATIONAL TRAIL EASEMENT AGREEMENT

Grantor:

BTG Pactual PNW Fund IV REIT Inc., a Delaware corporation

Grantee:

State of Washington, acting by and through its Department of Natural

Resources

Abbreviated Legal Description:

PTN. OF N1/2 NE1/4 of SEC 28, TWP 3N, RNG 6E, W.M.

Complete legal description is at Exhibit A

Assessor's Property Tax Parcel Account Numbers: 03060000220000

Reference Numbers of Assigned or Released Documents:

None.

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DNR Easement 55-103437/116260938.2 0055440-00015

RECREATIONAL TRAIL EASEMENT AGREEMENT

THIS RECREATIONAL TRAIL EASEMENT AGREEMENT (this "Agreement") dated for reference purposes as of DEC. 12, 2022, is made by BTG Pactual PNW Fund IV REIT Inc., a Delaware for profit corporation ("Grantor"), and the State of Washington, acting by and through its Department of Natural Resources ("Grantee").

Consideration. In exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree to the following terms and conditions.

In addition to the conveyance of the easement, Grantee agrees to pay the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in U.S. currency to Grantor prior to or concurrent with executing this Agreement.

AGREEMENT

- 1. Trail Easement. Grantor hereby grants and conveys to Grantee, subject to matters of record, a nonexclusive easement in gross (the "Easement") over a portion of the land in Skamania County, legally described as set forth in Exhibit A (hereafter "Grantor's Property" or "Property"), said Easement to be twelve (12) feet in width and located approximately as shown on Exhibit B (hereafter "Easement Area").
- **2** Survey. Grantee has caused a survey (the "Survey") of the Easement Area to be made by a registered Washington surveyor, and certified and delivered to Grantor. Said Survey recorded October 26, 2021 under Auditor's File Number 2021-003592, records of Skamania County, Washington.
- Purpose. Grantee shall have a right to use the Easement Area for an unpaved recreational trail and interpretive signs (collectively, "Facilities"). Authorized use includes public pedestrian, bicycle, wheelchair, horse, and other non-motorized recreational ingress and egress. Authorized use also includes the right to construct, install, maintain, repair, and replace the Facilities. This Agreement does not authorize the use of Grantor's Property for camping, picnicking, parking or fires of any kind (including camp fires).
- **4** Permittees. Grantor may permit its respective agents, contractors, licensees, lessees, and their agents (hereafter "Grantor's Permittees") to exercise the rights reserved to it herein. Restrictions or requirements placed on Grantor under this Agreement shall apply equally to its Permittees.

Grantee may permit its respective agents, contractors, licensees, lessees, and their agents

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DNR Easement 55-103437/116260938.2 0055440-00015

(hereafter "Grantee's Permittees") to exercise the rights granted to it herein. Restrictions or requirements placed on Grantee under this Agreement shall apply equally to its Permittees. Acts or omissions of Grantee's Permittees operating under this Easement shall be deemed an act of the Grantee.

- 5. Reservations. Grantor reserves for itself, its successors and assigns, any and all rights with respect to the Grantor's Property and the Easement Area that are not expressly granted to Grantee herein, including, but not limited to, the following reserved rights:
 - (a) To grant additional privileges and rights within the Easement Area to third parties that do not unreasonably interfere with Grantee's rights under this Easement Agreement;
 - (b) To use the Easement Area and Facilities and the remainder of Grantor's Property for any lawful use, including without limitation commercial forestry and surface mining;
 - (c) Subject to Section 14 (Relocation), to alter, damage, and remove any and all alterations to Grantor's Property, including the Facilities, if such alteration, damage, and removal is reasonably necessary for or incidental to Grantor's commercial forestry, surface mining, or any other lawful uses of Grantor's Property;
 - (d) To construct, install, maintain, repair, replace, and use roadways, sidewalks, and trail crossings within the Easement Area in such locations as Grantor may desire in its discretion; and
 - (e) To construct and maintain storm water management and utility facilities within the Easement Area within such locations as Grantor may desire in its discretion.
- 6. Temporary Closures. Grantor also reserves the right to temporarily close the Easement Area and Facilities when deemed necessary, in Grantor's discretion, to prevent damage to Grantor's Property or to protect public safety, including, but not limited to, closure in the following situations:
 - (a) When forestry operations, surface mining, or other lawful uses of Grantor's Property are occurring on or near the Easement Area. Grantor shall notify Grantee no less than five (5) days in advance of such operations.
 - (b) When natural hazards such as fire, flood, or landslide are threatened or occurring on or near the Easement Area. Grantor shall notify Grantee of such temporary closures at least twenty-four (24) hours in advance whenever possible, or if not possible, as soon as reasonably possible after such closure.

The decision to prevent public access to any portion of Grantor's Property as described herein shall be made by Grantor in its sole discretion. Upon Grantor's notification to Grantee of temporary closure, Grantee shall provide reasonable public notice of the Easement Area closure, which may include posting signs and social media.

- Permittees, and the public, shall be subject to the use of Grantor's Property by Grantor or by any person holding rights to use the Grantor's Property for commercial forestry, surface mining, and other lawful uses, which shall be the dominant and favored use of Grantor's Property at all times. Grantee shall exercise its rights in a manner that causes the least interference with Grantor's use of Grantor's Property and that upholds the rights reserved by Grantor. Except as limited below, Grantee agrees that it will not object to any lawfully conducted timber harvesting, surface mining, or other management activities or development of the Grantor's Property carried out by Grantor or Grantor's Permittees based on the effect, including noise, dust, and odors, such lawful use may have on the Easement or Easement Area, provided that Grantor has complied with the requirements under Section 6 (Temporary Closures). Grantee does not waive any rights in relation to its management of state lands adjacent to or in the vicinity of Grantor's Property.
- 8. Nothing herein affects or waives Grantee's rights and obligations as the regulatory agency with jurisdiction and authority over applications, permits, or activities, including those related to forest practices and surface mining, or any other applications, permits, or activity within Grantee's regulatory authority.

9. Trail Construction, Reconstruction, Maintenance, Repairs, and Improvements.

- (a) <u>Trail Construction, Reconstruction, and Maintenance</u>. Maintenance is defined as the work normally necessary to preserve and keep the Easement Area as nearly as possible in its present condition or as hereafter improved.
 - Grantee shall not proceed with any trail construction, reconstruction, or i maintenance ("Work") in the Easement Area without written approval from Grantor, which shall not be unreasonably withheld so long as the Work is consistent with the intended scope and purposes set forth in this Agreement and contained to the Easement Area. Grantee shall provide Grantor a trail plan ("Plan") showing the location and specifications for proposed trail construction or maintenance at least thirty (30) days before beginning trail Work in the Easement Area. Grantor shall review the Plan to ensure compliance with this Agreement and to ensure Grantee's Plan does not interfere with Grantor's use of the Property. If Grantor finds that the Plan or Work may interfere with Grantor's use of the Property, Grantor shall notify Grantee within thirty (30) days of receiving Grantee's proposed Plan and shall propose an alternative trail improvement specification. If Grantor does not approve or disapprove the Plan within thirty (30) days after receipt of the Plan, then Grantor shall be deemed to have disapproved the Plan. In all cases where Grantor shall disapprove the Plan, Grantor shall provide Grantee a written explanation of the reasons for disapproval.
 - ii. Notwithstanding Grantor's approval of the Plans, Grantee shall be solely

- liable for the design of the Facilities.
- iii. Grantee shall not construct or install any paved surface within Grantor's Property.
- (b) Repairs. Grantee shall timely repair any damage to Grantor's Property caused by Grantee or Grantee's Permittees in its construction, installation, maintenance, repair, replacement, or use of the Facilities.
- (c) Property Boundary Marking. Grantee, at Grantee's expense, shall mark on the ground the Property boundaries based on Grantee's survey. Grantee agrees to set aluminum caps at all the corners and mark the line with carsonite posts by each monument and carsonite posts on the property line between every monument no more than 200' apart.
- (d) Signs. Grantee shall install three (3) signs along the westerly side of the trail within the Property. The signs shall be placed in locations mutually agreed between Grantee and Grantor and the focus of each kiosk shall be a "Working Forest" theme, with content and design to be primarily generated by Grantor. At the beginning and the end of each trail segment, Grantee shall install signs with "rules of the trail" that emphasize no parking, picnicking, parking or fires of any type (including but not limited to camp fires or fireworks) along the Easement area or Grantor's adjacent property for the length of the entire trail. Grantee shall also post signs in several places along the Property that designate the edge of Grantor's Property, and each carsonite boundary post will have "Private Property Boundary" printed on it.
- 10. Liens. Any labor, equipment, materials, or supplies used to complete Grantee's trail Work shall be the sole responsibility of Grantee. Grantee shall allow no liens to attach to the Easement Area or the remainder of Grantor's Property in connection with the construction, installation, maintenance, repair, and replacement of the Facilities. Upon request of Grantor, Grantee shall provide evidence satisfactory to Grantee that all providers of labor and materials have been paid in full. If any lien attaches to Grantor's Property, Grantee shall promptly cause such lien to be discharged and removed at Grantee's sole cost and expense.
- 11. Compliance with Laws. Grantee, at its sole cost and expense, shall comply with all applicable laws, regulations, permits, orders and requirements of a public authority relating to the construction, installation, maintenance, repair, replacement, and use of the Easement Area and Facilities. Grantee at its sole cost and expense, shall obtain any and all required governmental approvals and permits relating to the Easement Area and Facilities prior to the construction, installation, maintenance, repair, replacement, and use of the Easement Area and Facilities.
- 12. Immunity. The parties agree that outdoor recreation access to the Easement Area shall be provided free of charge, except when Washington State law requires an access or motor vehicle fee, such as the Discover Pass (RCW 79A.80) or its equivalent, so that the parties may claim all immunities and defenses available under Washington law for landowners who

provide outdoor recreation access to the public as contemplated by RCW 4.24.200 and RCW 4.24.210. Grantee assumes responsibility for providing reasonable public notice of any dangerous artificial latent conditions in the Easement Area created by or known to Grantee or removing such conditions from the Easement Area. Grantor shall have no liability to any person with respect to such dangerous conditions on the Easement Area.

- 13. Insurance. The State of Washington, including all its agencies and departments, is self insured for all exposures to tort liability, general liability, property damage liability and vehicle liability, as provided in statute, but only as respects the negligence of State.
- 14. Indemnification. Grantee shall defend, indemnify, and hold Grantor, its affiliates, and their respective owners, shareholders, members, managers, officers, directors, employees, agents, attorneys, successors and assigns (collectively, "Grantor Indemnified Persons") harmless for, from and against, and will compensate and reimburse the Grantor Indemnified Persons for, any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) (hereafter, "Claims") suffered or incurred by any Grantor Indemnified Person, arising out of or related to the exercise by Grantee of its rights and obligations under this Agreement, including without limitation Grantee's construction, installation, maintenance, repair, replacement, or use of the Easement Area and Facilities, and the use of the Easement Area and Facilities and other portions of Grantor's Property by the public and by Grantee's Permittees, in relation to use of the Easement Area and Facilities. Provided, however, Grantee's obligation to defend, indemnify, and hold harmless the Grantor Indemnified Persons from any Claims shall extend only to the percentage of negligence of Grantee in contribution to such claim.
- three (3) year period, may at its option relocate any portion of the Easement Area and Facilities to any other portion of Grantor's Property selected by Grantor. Grantee shall bear the reasonable costs of relocation, including costs of the physical relocation of the Facilities and costs of preparing and recording an amendment to this Agreement to describe the relocated Easement Area. There shall be physical contiguity between the relocated Easement Area and Facilities and the remaining Easement Area and Facilities. Upon Grantor's request, Grantee shall prepare, execute, and deliver to Grantor an amendment to this Agreement to describe the relocated Easement Area, which amendment shall be subject to Grantor's approval in its discretion. Grantor shall, prior to relocating any Easement Area, provide Grantee written notice of Grantor's intent to relocate such Easement Area at least ninety (90) days prior to any work related to such relocation. Grantor shall consider any reasonable offer by Grantee to perform the necessary relocation work. Following any relocation, the Easement Area will be resurveyed and the asbuilt description resulting from such survey will be attached to the amendment described in this Section.
- 16. Assumption of Risk. Grantor makes no warranty or representation whatsoever to any person as to the condition, safety, or suitability of the Easement Area and Facilities for Grantee's intended use. Grantee, on behalf of Grantee and their agents, contractors, employees, guests, invitees, and subcontractors, and on behalf of the public, expressly assumes all risks

relating to use of the Easement Area and Facilities, including without limitation the presence of unstable soil conditions and potentially inadequate storm water drainage facilities within the Easement Area and elsewhere within Grantor's Property. Grantee understands and agrees that Grantor would not enter into this Agreement without an express assumption of all risks by Grantee.

- 17. Real Estate Excise Taxes. Grantee shall pay any real estate excise taxes and related expenses due in connection with the making of this Agreement. Upon the execution of this Agreement, Grantor and Grantee 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.
- 18. Attorneys' Fees and Costs. If Grantor or Grantee shall bring any action arising out of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party a reasonable sum for attorneys' fees in such suit, at trial and on appeal, and such attorneys' fees shall be deemed to have accrued from the commencement of such action.
- 19. Benefits and Burdens. The real property burdened by the Easement is the Easement Area. The Easement shall benefit Grantee as an easement in gross. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, and their respective successors and assigns.
- Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed given upon personal service or within three days after deposit in the United States mail, sent by certified mail return receipt requested, or sent by overnight courier to the following addresses:

If to Grantor, to: BTG Pactual PNW Fund IV REIT, Inc.

> c/o TTG Forestry Services 3606 Main Street, Suite 100 Vancouver, WA 98663

If to Grantee, to:

Washington State Department of Natural Resources

Attn: ROW Program

P.O Box 280

Castle Rock, WA 98611

No Third Party Beneficiaries. Except for the Grantor Indemnified Persons 21. (who are each intended beneficiaries of the indemnification provisions of this Agreement), no person or organization except Grantor and Grantee is intended to be a beneficiary of this Agreement. The foregoing shall not restrict the right of Grantee to permit the public and Grantee's Permittees to use the Easement.

- 22. Assignment. Grantee shall not assign any of its rights or obligations under this Agreement without the prior written consent of Grantor, provided, however, that Grantee may permit the public to use the Easement.
- 23. Termination. Subject to the provisions set forth in Section 23 (Default and Right to Cure), all rights of Grantee herein may be terminated due to Grantee's unauthorized assignment of this Easement or Grantee's use of the Easement Area for any purposes other than the authorized use. Termination of this Easement shall not prejudice Grantor's right to collect damages accrued theretofore or thereafter accruing, on account of Grantee's breach of any term of this Easement. Any failure of Grantor to exercise the right to terminate this Easement in case of default shall not constitute a waiver of Grantee's obligation to perform strictly in accordance with the terms hereof.

Upon termination:

- (a) Rights conveyed to Grantee in this Agreement shall revert to and merge with the interests of Grantor, its successors, or assigns;
- (b) Grantee shall remove any improvements constructed by Grantee on the Easement Area unless Grantor agrees in writing that such improvements remain in place. In addition, Grantee shall repair any damage to the Easement Area caused by removal of Grantee's improvements; and
- (c) Grantee agrees to execute and deliver such documents as may be required to extinguish of record the Easement.
- 24. Default and Right to Cure. Each party may enforce its respective rights under this Easement in accordance with this Section.

In the case of a material breach of this Agreement, the non-defaulting party shall provide written notice of the default according to Section 19. The party in breach shall have thirty (30) days from receipt of said written notice to cure the breach (hereafter "Cure Period"). If a breach is not reasonably capable of being cured within the Cure Period for reasons other than lack of or failure to expend funds, the defaulting party shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. If the non-defaulting party determines, in its reasonable discretion, that emergency circumstances require immediate action to prevent or mitigate significant damage to itself, its rights herein, or the Property, it may pursue corrective action within the applicable Cure Period, including but not limited to, a lawsuit for injunctive relief.

In the event a breach is not cured within its applicable Cure Period, the non-defaulting party may take such action as is reasonably necessary to correct the breach and shall have any other remedy available in law or equity. In the case of termination of this Agreement, any obligations stemming from a breach not fully performed upon termination shall continue until

fully performed.

If a breach of this Agreement is disputed, does not require immediate action as set forth above and cannot be settled through mutual, good faith negotiations during the Cure Period, the matter shall be submitted for mediation before resorting to litigation or some other dispute resolution procedure. If the parties cannot agree on a mediator within thirty (30) days following conclusion of the Cure Period, the matter shall be referred to the Seattle Office of the American Arbitration Association for mediation. In the event that the dispute is not resolved through mediation, it shall be resolved through court proceedings. The prevailing party shall be entitled to reasonable attorneys' fees upon (1) a court entering a final judgment in favor of the party, or (2) an arbitrator granting an award in favor of the party.

- 25. Easement Value. The parties agree that the Easement is granted by Grantor to Grantee in exchange for cash consideration and intangible benefits expected by Grantor and that the cash consideration does not represent the extent to which the Easement may reduce the fair market value of Grantor's Property. In the event of any future grant by Grantor to Grantee, the amount of cash consideration paid by Grantee to Grantor in exchange for the making of this Easement Agreement shall be deemed immaterial and irrelevant in negotiations for such grant.
- **26.** Covenant Not to Damage Timber. Grantee shall not negligently or intentionally damage, cut, or remove any timber without the prior written approval of Grantor. Grantee shall not negligently or intentionally interfere with, delay, or increase the costs to Grantor of engaging in commercial forestry, surface mining, or other lawful uses within Grantor's Property.
- 27. Timber Removal. Timber or other profits of the land may be removed by the Grantee where reasonably necessary to use the easement area, but the Grantor shall be entitled to the market value of the material removed. Grantee shall not cut or remove merchantable timber within the Easement Area without the advance written consent of the Grantor, which shall not be unreasonably withheld. All merchantable timber within the Easement Area shall be the sole property of the Grantor and any permitted cutting or removal shall be for the sole benefit of the Grantor.

Where merchantable timber must be removed to accommodate Grantee's rights under this Easement Agreement, Grantee shall provide written notice to Grantor at least sixty (60) days prior to commencement of removal to allow Grantor time to remove timber or arrange for timber removal by the Grantee or other entity. If Grantor arranges for timber removal by Grantee, Grantor shall provide Grantee the merchantable timber valuation within thirty (30) days of receiving the Grantee's written notice, and Grantee shall comply with subsections (iii) and (iv), below.

The Grantee may cut and remove any non-merchantable timber within the Easement Area, provided that:

(i) Grantee has provided Grantor thirty (30) days prior written notice of Grantee's intent to cut and remove such non-merchantable timber, except for such cutting and removal of non-merchantable timber as is necessary to perform maintenance as defined herein; (ii) the Grantor and Grantee have adequately identified that portion of the Easement Area where non-merchantable timber will be removed through industry standard geolocation methods and staking, to the extent reasonably requested by the Grantor, (iii) the Grantee has compensated the Grantor for the loss of such nonmerchantable timber based on the Grantor's formal or informal cruise of such nonmerchantable timber and in accordance with the Grantor's customary method for valuing non-merchantable timber, which is based on the estimated value at maturity discounted to present value; and (iv) the Grantee has obtained, with the cooperation of the Grantor, all required governmental approvals and permits for the cutting and removal of nonmerchantable timber from that portion of the Easement Area where timber will be removed. The Grantor shall provide the Grantee the valuation of the non-merchantable timber within thirty (30) days of receiving the Grantee's written notice.

The Grantee shall cut and remove timber only as permitted under any required governmental approvals and permits and as allowed under all applicable laws, regulations, and ordinances. Non-merchantable timber, slash, and debris shall be disposed of in accordance with governmental approvals and permits or, if not specified, as directed by Grantor. Burnable slash and debris shall be piled and burned by the Grantee in accordance with the terms of any required governmental approvals and permits.

- 28. Execution and Authority. Unless otherwise provided herein, this Agreement shall be effective on the date of the last signature, which shall be filled in on page one, by the undersigned parties. This Agreement shall not be binding upon either party until signed and acknowledged by all parties. The undersigned represent that they have the right and authority to execute this Agreement, to make the representations and warranties set forth herein, and to perform in accordance with the terms of this Easement.
- Skamania County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The captions and headings of this Agreement are inserted for convenience only and are not intended to limit, enlarge, or affect the scope or intent of this Agreement, nor the meaning of any of its provisions. The terms of this Agreement shall be given their ordinary meaning, unless defined herein, and shall not be presumptively construed against the drafter. Any modification of this Agreement must be in writing and signed by both parties. Neither party shall be bound by any oral representations or statements. This Agreement may be executed and delivered in counterparts, which together shall comprise a complete original Agreement.



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DNR Easement 55-103437/116260938.2 0055440-00015

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

GRANTOR:	BTG PACTUAL PNW FUND IV REIT INC., a Delaware corporation
	By: TTG Forestry Services, LLC, its authorized agent
	By: Name: Matt Roscoe Title: Regional Manager Date: 1/-/6 2022
GRANTEE:	STATE OF WASHINGTON, acting by and through its DEPARTMENT OF NATURAL RESOURCES
THE LOCATION OF THE LOCATION O	By: Welker Name: Todd Welker Title: Acting Deputy Supervisor for State Uplands Date: 12/12/2 P.O. Box 7000 1111 Washington Street SE
A CONTRACTOR OF THE CONTRACTOR	Olympia WA 98504-7000 Phone (360) 902-1000
APPROVED AS TO FORM: ROBERT W. FERGUSON Washington State Attorney General	
By: Adrienne Smith	
Assistant Attorney General	

Date: <u>3/8/2021</u>

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)
194 N. 1.
On this 13th day of November, 2022, before me, a Notary Public in and for
the State of Washington, personally appeared Matt Roscoe, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath
stated that he was authorized to execute the instrument, and acknowledged it as the Regional
Manager of TTG Forestry Services LLC, the authorized agent of BTG PACTUAL PNW FUND
IV REIT INC., a Delaware corporation, to be the free and voluntary act and deed of said
corporation 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.
SHAMEEL FAIYAZ
NOTARY PUBLIC STATE OF WASHINGTON NOTARY PUBLIC in and for the State of
License Number 20118522
washington, residing at <u>V</u> Works
My appointment expires 10 24/ Loya
Print Name
STATE OF WASHINGTON)
) es
COUNTY OF THURSTON)
COUNT OF MORBION
On this 12 day of December, 2022, before me, a Notary Public in and for the
State of Washington, personally appeared Duane Emmons, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath
stated that he or she was authorized to execute the instrument, and acknowledged it as the
Acting Deputy Supervisor for State Uplands of the STATE OF WASHINGTON, acting by and
through its DEPARTMENT OF NATURAL RESOURCES, to be the free and voluntary act and
deed of said government entity 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.

DIANA BLAIR
NOTARY PUBLIC #107467
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 10, 2025

NOTARY PUBLIC in and for the State of Washington, residing at Onalaska My appointment expires 3-10-2025

Print Name Diana Blair

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EXHIBITS:

- A Description of Grantor's Property
- B Drawing



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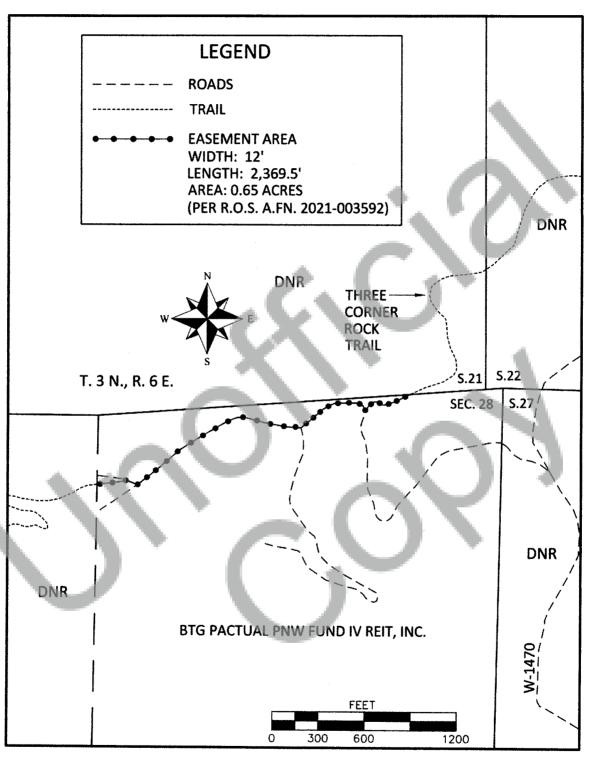
EXHIBIT A

Legal Description of Grantor's Property

That portion of the N1/2 NE1/4 of Section 28, Township 3 North, Range 6 East, WM, in Skamania County, WA, described and shown as "Three Corner Rock Trail" on that survey recorded October 26, 2021 under AFN 2021-003592, records of Skamania County, Washington.

Skamania County Assessor

Date 1977 3 Parcel# 3-6-3200



16 116260938.2 0055440-00015