

After recording, return to:

Steve C. Morasch
Landerholm, PS
PO Box 1086
Vancouver, WA 98666

Skamania County
Real Estate Excise Tax
37440
OCT 17 2024

PAID \$ 2637.50
Skamania County Treasurer
M. Monaghan Deputy

Skamania County, WA
Total: \$311.50
DEED
Pgs=9
Request of: CLARK COUNTY TITLE
2024-001528
10/17/2024 12:53 PM
00019709202400016280090090

CL 22894

Space Above for Recording Information Only

STATUTORY WARRANTY DEED

GRANTORS: THREE RIVERS RECREATION AREA-SAUER, L.L.C
GRANTEES: STEVE C. MORASCH and MAI THI TRAN
ABBREVIATED LEGAL: ADJUSTED LOT 3 OF THE TWO RIVERS
S/P#2006161514
ASSESSOR'S TAX PARCEL NO.: 07062400070000 IM 10/17/24

THE GRANTOR THREE RIVERS RECREATION AREA-SAUER, L.L.C., a Washington limited liability company who took title as "Three River Recreational Area - Sauer, LLC" for and in consideration of \$195,000 in hand paid, conveys and warrants to STEVE C. MORASCH and MAI THI TRAN, husband and wife the following described real estate, situated in the County of Skamania, State of Washington:

The property described on the attached Exhibit A, subject to the exceptions set forth on the attached Exhibit B;

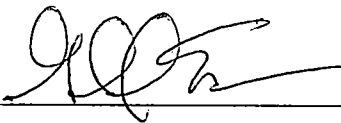
TOGETHER WITH a perpetual, non-exclusive easement for access to the sandbar bounded by the Muddy River to the southeast of the above-described property;

EXCEPTING AND RESERVING unto Grantor and its permittees, contractors, agents, successors, and assigns, all right, title and interest in and the exclusive right to cut, remove and appropriate timber, trees, and forest products, whether living, dead, standing, or down presently existing or which may hereafter exist for the purpose of creating and preserving views and to thin the forest to reduce fire danger and control root rot for the overall health of the forest (herein referred to as "Forest Products") on the Property conveyed herein and

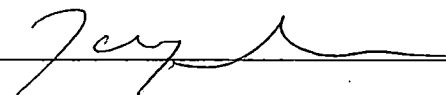
described on attached Exhibit A (approximately 5.32 acres) pursuant to the terms and conditions set forth in attached Exhibit C (the “Timber Reservation”).

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year below written.

THREE RIVERS RECREATION AREA-SAUER L.L.C.



By: Gerald Sauer, Member
Date:



By: Mary Sauer, Member
Date:

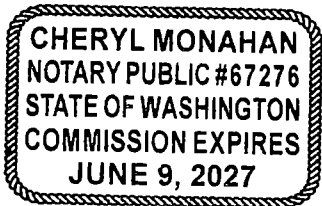
NOTARY BLOCKS TO FOLLOW

Unofficial
Copy

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Gerald Sauer is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as a member of the THREE RIVERS RECREATION AREA-SAUER L.L.C, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 14, 2024.

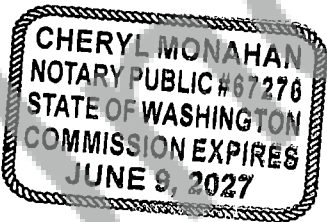


STATE OF WASHINGTON)
) ss.
County of Clark)

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Muncie
My appointment expires: 09/01/27

I certify that I know or have satisfactory evidence that Mary Sauer is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as a member of the THREE RIVERS RECREATION AREA-SAUER L.L.C, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: October 14, 2024.



[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Muncie
My appointment expires: 09/01/27

EXHIBIT A

(Property)

Real property located in Skamania County, Washington, more particularly described as follows:

A TRACT OF LAND LOCATED IN A PORTION OF THE "MUDDY RIVER SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN AUDITOR'S FILE NUMBER 2022001415, RECORDS OF SKAMANIA COUNTY, WASHINGTON, AND IN A PORTION OF LOT 3 OF THE "TWO RIVERS SHORT PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN AUDITOR'S FILE NO. 2006161514, RECORDS OF SKAMANIA COUNTY, WASHINGTON IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 7 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3 OF THE "TWO RIVERS SHORT PLAT";

THENCE SOUTH 70°00'00" EAST, FOR A DISTANCE OF 180.00 FEET;

THENCE SOUTH 38°19'50" EAST, FOR A DISTANCE OF 491.56 FEET;

THENCE SOUTH 41°54'50" WEST, FOR A DISTANCE OF 485.24 FEET;

THENCE NORTH 81°40'00" WEST, FOR A DISTANCE OF 120.29 FEET;

THENCE NORTH 01°23'17" EAST, FOR A DISTANCE OF 156.09 FEET;

THENCE NORTH 88°36'43" WEST, FOR A DISTANCE OF 50.00 FEET;

THENCE NORTH 01°23'17" EAST, FOR A DISTANCE OF 156.74 FEET;

THENCE SOUTH 88°36'43" EAST, FOR A DISTANCE OF 60.00 FEET;

THENCE NORTH 01°23'17" EAST, FOR A DISTANCE OF 135.26 FEET;

THENCE NORTH 88°36'43" WEST, FOR A DISTANCE OF 60.00 FEET;

THENCE NORTH 01°23'17" EAST, FOR A DISTANCE OF 341.76 FEET, TO THE POINT OF BEGINNING.

Skamania County Assessor

Date 10-17-24 Parcel# 07062400070000

LM

EXHIBIT B

(Permitted Exceptions)

1. UNPAID CHARGES AND ASSESSMENTS, IF ANY, LEVIED BY THREE RIVERS RECREATIONAL AREA OWNERS ASSOCIATION.
2. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
PURPOSE: RIGHT OF WAY
RECORDED: February 03, 1934
AUDITOR'S FILE NO.: BOOK X PAGE 443
AREA AFFECTED: SAID PREMISES
3. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
REGARDING: ROAD
AUDITOR'S FILE NO.: BOOK 61 PAGE 593
4. EXCEPTIONS AND RESERVATIONS CONTAINED IN DEED FROM THE STATE OF WASHINGTON, WHEREBY THE GRANTOR EXCEPTS AND RESERVES ALL OILS, GASES, COAL, ORES, MINERALS, FOSSILS, ETC., AND THE RIGHT OF ENTRY FOR OPENING, AND DEVELOPING AND WORKING MINES, ETC., PROVIDED THAT NO RIGHTS SHALL BE EXERCISED UNTIL PROVISION HAS BEEN MADE FOR FULL PAYMENT OF ALL DAMAGES SUSTAINED BY REASON OF SUCH ENTRY; AND UPON PAYING REASONABLE COMPENSATION, TO ACQUIRE RIGHTS OF WAY FOR PRIVATE RAILROADS, SAND OR GRAVEL, LOGGING AND/OR LUMBERING RAILROADS, SKID ROADS, FLUMES, CANALS, WATER COURSES, OR OTHER EASEMENTS FOR TRANSPORTING AND MOVING TIMBER, STONE, MINERALS OR OTHER PRODUCTS FROM OTHER LANDS, CONTAINED IN DEED FROM THE STATE OF WASHINGTON, RECORDED UNDER FILE NO. BOOK 82 PAGE 630.
5. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
REGARDING: EASEMENT AND MAINTENANCE
RECORDED: September 22, 2003
AUDITOR'S FILE NO.: BOOK 250 PAGE 750
6. MATTERS DISCLOSED BY SURVEY RECORDED May 07, 2004 UNDER FILE NO. 2004152896.
7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
PURPOSE: INGRESS, EGRESS AND UTILITIES
RECORDED: April 25, 2005
AUDITOR'S FILE NO.: 2005157089
AREA AFFECTED: SAID PREMISES
8. COVENANT RUNNING WITH THE LAND IMPOSED BY INSTRUMENT RECORDED September 13, 2005 UNDER AUDITOR'S FILE NO. 2005158676.
9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
PURPOSE: INGRESS, EGRESS AND UTILITIES
RECORDED: December 30, 2005
AUDITOR'S FILE NO.: 2005160078

AREA AFFECTED: SAID PREMISES

10. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:
RECORDED: March 24, 2006
AUDITOR'S FILE NO.: 2006160968

SAID COVENANTS, CONDITIONS AND RESTRICTIONS HAVE BEEN MODIFIED BY INSTRUMENT:

AUDITOR'S FILE NOS.: 2010175871, 2011178700, 2020001680 & 2023-000496

11. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
REGARDING: BOUNDARY LINE ADJUSTMENT
RECORDED: October 09, 2024
AUDITOR'S FILE NO: 2024-001474

12. AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:
REGARDING: WELL
RECORDED: October 09, 2024
AUDITOR'S FILE NO: 2024-001475

13. DEDICATIONS, RESTRICTIVE COVENANTS, EASEMENTS, BUILDING SET BACK LINES, SLOPE RIGHTS, AND RESERVATIONS, AS DISCLOSED ON THE FACE OF SAID PLAT.

14. EASEMENT DELINEATED ON THE FACE OF THE PLAT OF SAID SUBDIVISION; FOR GEOTECHNICAL SETBACK, PRIVATE ROAD AND UTILITY, WELL PROTECTION AND RIPARIAN SETBACK. (AFFECTS SAID PREMISES)

15. ANY QUESTION THAT MAY ARISE DUE TO SHIFTING OR CHANGE IN THE COURSE OF THE MUDDY RIVER DUE TO SAID RIVER HAVING CHANGED ITS COURSE.

16. ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENT OF THE LAND RESULTING FROM THE RIGHTS OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER.

17. ANY CLAIM OF OWNERSHIP BY THE STATE OF WASHINGTON TO THAT PORTION OF SAID PREMISES, LYING WITHIN THE BED OF THE MUDDY RIVER IF SAID RIVER IS NAVIGABLE.

EXHIBIT C

(Timber Reservation Provisions)

1. Timber Reservation.

1.1. Grantor hereby reserves unto itself and its permittees, contractors, agents, successors, and assigns, all right, title and interest in and the exclusive right to cut, remove, and appropriate timber, trees, and forest products, whether living, dead, standing, or down presently existing or which may hereafter exist for the purpose of creating and preserving views and to thin the forest to reduce fire danger and control root rot for the overall health of the forest (herein referred to as “**Forest Products**”) on the Property on the following terms and conditions set forth in this Exhibit C (the “**Timber Reservation**”).

1.2. The term (the “**Term**”) of the Timber Reservation shall not exceed one (1) year from the date hereof. Any and all Forest Products not cut or logs not removed prior to the expiration of the Terms of this Timber Reservation shall become and remain the property of Grantee.

1.3. During the Term, of the Timber Reservation, title and risk of loss to the Forest Products shall remain with Grantor.

2. Logging Method.

2.1. Grantor will file a forest practice application and obtain a forest practices permit from the Washington Department of Natural Resources for its operations under this Agreement. Grantor will sign onto any such permit as the “Timber Owner” or “Operator” or both. Grantor shall be solely responsible for all necessary renewals and shall be responsible for applying for a new permit if the forest practices permit expires or is terminated.

2.2. Grantor shall conduct the harvest methods in accordance with the Washington Forest Practices Act and shall use commonly accepted and acknowledged industry safety practices in the performance of the Timber Reservation.

2.3. Upon completion of all cutting and removal of Forest Products, Grantor shall promptly remove from the Property all equipment, materials and other property and leave the Property in a condition reasonably satisfactory to Grantee.

2.4. Grantor will take all reasonable precautions to prevent damage arising from Grantor’s operations on the Property to the soil and stream banks, and any stream course, lake or reservoir on or near the Property.

3. Compliance with Laws. Grantor shall perform all operations under the Timber Reservation in strict conformance with all applicable federal, state and local laws and regulations, including but not limited to general forestry practices, fire prevention, safety and environmental laws.

4. Easement; Roads.

4.1. In connection with Grantor's rights and interests set forth herein and during the Term of the Timber Reservation, Grantee hereby grants Grantor and its permittees, contractors, agents, successors, and assigns, a nonexclusive easement on, over, across, and along the Property for the purpose of constructing, reconstructing, using and maintaining roads (the "**Roads**") for the purpose of moving specialized logging equipment, logging trucks, or other equipment used for growing, harvesting, transporting timber, or managing the Forest Products.

4.2. Grantor may grant to third parties, upon such terms as it chooses, any or all of the rights granted to it herein; provided, such use shall not unreasonably interfere with Grantee's use and enjoyment of the Property.

4.3. The cost of Road maintenance shall be allocated between the parties on the basis of their respective uses of the Roads. When any party uses a Road, or a portion thereof, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of the maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a Road, or a portion thereof, is being used solely by one party, such party shall maintain that portion of the Road so used at a standard no less than the standards existing at the time use commenced. During periods when more than one party or its permittees, contractors, or agents are using a Road, or a portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. For the purposes of the road easements, "**maintenance**" is defined as the work normally necessary to preserve and keep the roadway, Road structure and Road facility as nearly as possible in their present condition or as hereafter improved.

4.4. Each party using any portion of a Road shall repair or cause to be repaired; at its sole cost and expense, that damage to the Road occasioned by it which is in excess of that which it would be caused through normal and prudent usage of the Road. Should inordinate damage to a Road occur which is not caused by an authorized user of the Road, the parties hereto shall meet to agree on the cost of replacement and the shares of replacement cost to be borne by each user of a Road.

4.5. Unless the parties agree in writing to share the cost of any Road improvements in advance of such improvements being made, said Road improvements shall be solely for the account of the improver.

5. Taxes. Grantor shall pay all excise taxes imposed on Forest Products harvested by Grantor, but shall not be obligated to pay any real property taxes, which are the sole responsibility of Grantee.

6. Liens. Grantor shall pay or cause to be paid promptly when due all just claims, debts and charges against Grantor or its contractors or subcontractors that might become a lien against the Property and Grantor shall not suffer or permit any lien or encumbrance of any kind to be filed against or upon the Property irrespective of whether the basis of the lien is a claim against Grantor or its permittees, contractors, or agents; provided, if Grantor objects in good faith to the validity or amount of any such lien, encumbrance, claim, debt, or charge, Grantor, at Grantor's sole expense, may contest the validity or amount thereof so long as Grantee's interest in the Property is not jeopardized.

7. Notices. Any notice, request, demand, statement, approval and other communications under the Timber Reservation shall be in writing, and shall be delivered by hand or mailed, first-class, postage prepaid and addressed as follows:

If to Grantor: Three Rivers Recreational Area – Sauer, LLC
[c/o Sauer Holdings, LLC]
26300 NE 16TH ST, CAMAS, WA, 98607-8989,
UNITED STATES
Attn: Jerry Sauer
Phone No.: (360) 210-0713

If to Grantee: Steve C. Morasch
Landerholm PS
805 Broadway, Suite 1000
Vancouver, WA 98660
Attn: Steve Morasch
Phone No.: (360) 558-5912

or in each case to any other address as may from time to time be designated by notice from the respective party to the other in writing. Any notice given by mail shall be deemed received on the third day after mailing.

8. Binding Effect. The Timber Reservation shall be binding upon the respective successors and assigns of the parties.

9. Complete Agreement. The Timber Reservation constitutes the entire Agreement between the parties regarding the Forest Products and any modification or amendment must be made in writing and signed by both parties.

10. Governing Law. The Timber Reservation shall be governed by and construed in accordance with the substantive law of the State of Washington.