

Description –Cliffside Estates

Section 8 Township 6 N Range 10 E W.M.

County: Klickitat GIS Parcel Number: 2834

Portions of:	Surface Trust	Mineral Trust	Timber Trust
SW¼NE¼ (lots 1-3 on BLA #2017-02)	01	01	01

Acquired by:	Number:	From:	Date:
County Deed	Bk. 75 Pg. 521-527	Klickitat County	7/6/1937

Encumbrances

Class	Number	Event	Expire Dt	Grantee	Date Gtd
ESE	50-004385	ROAD	Indef.	USDA, Gifford Pinchot National Forest	10/25/1956
LSE	39-068728	COMMER	2/1/2027	Duane and Sundee Warren	2/16/1978
LSE	39-068730	COMMER	2/1/2027	Lanny Smith	6/18/1974
ESE	50-028767	ROAD	Indef.	Champion International Corp.	2/1/1963
ESE	50-038043	BRPOWER	Indef.	Klickitat County PUD No. 1	7/15/1975
ESE	50-101705	WATER SYSTEM	Indef.	John Fuller	7/7/2021
ESE	50-CR3075	CROAD	Indef.	Klickitat County	3/12/1975

No Region Encumbrances of Record

Pending Applications

Class	Number	Event	Applicant	Date Applied
LAND	02-097152	SALE	TBD	8/6/2018

Access

Access available from county road.

Special Notations

Title Examiner: Andy Pittenger

Date: January 24, 2022

Proofread by JG Date: 1/25/2022

Goldendale, Washington

July 6, 1937.

State Forest Board of Washington
Olympia, Washington

Gentlemen:

The commissioners of Klickitat County herewith deed, free from encumbrances, to the State Forest Board, State of Washington, in accordance with provisions of Section 3-b of Chapter 126 of the Laws of Washington 1935, the following described lands acquired by Klickitat County through foreclosure of tax liens.

"If any lands heretofore acquired, or which may hereafter be acquired, by any county through foreclosure of tax liens, or otherwise, come within the classification of lands described in section 3 of chapter 154 of the Laws of 1923, which can be used as state forest lands and if the state forest board deems such lands necessary for the purposes of this act, the counties shall, upon demand by the state forest board, deed such lands to the said board and said lands shall become a part of the state forest lands; and upon such deed being made the commissioner of public lands shall be notified and enter and note upon the records of his office such lands in accordance with the provisions of section 9 of chapter 154, Laws of 1923.

"Such lands shall be held in trust and administered and protected by the said board under the provisions of chapter 154, Laws of 1923, or any amendments thereto. Any monies derived from the lease of such lands or from the sale of forest products, oils, gases, coal, minerals or fossils therefrom, shall be distributed as follows:

"(a) The expense incurred by the state for administration, reforestation and protection, shall be returned to the general fund of the state treasury.

"(b) Ten per centum thereof shall be placed in the forest development fund of the state treasury.

"(c) Any balance remaining shall be paid to the county in which the lands are located to be paid, distributed and prorated to the various funds in the same manner as general taxes are paid and distributed during the year of such payment. (Sec. 3-b of chapter 126 of the Laws of Washington 1935.)"

(15,438.69 Acres)

ACCEPTED:

STATE FOREST BOARD

By

Lawrence Smith
Chairman

Albert Martin
Secretary

J. F. Knuck
Chairman, Board of Commissioners

J. W. Dressel

Alfred M. Hatakey

Olympia, Washington

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF KLICKITAT,
STATE OF WASHINGTON.

WHEREAS the County of Klickitat is the owner of
lands hereinafter described;

AND WHEREAS said lands have been required by the
State Forest Board of the State of Washington for forest lands,
and said lands come within the classification of lands de-
scribed in section 3 of chapter 154 of the Laws of Washington
for the year 1923;

AND WHEREAS the State Forest Board has selected the
lands hereinafter described to become a part of the state
forest lands;

NOW THEREFORE, under and by virtue of the law
empowering counties of the State of Washington to make deeds
of lands to the Forest Board of the State of Washington for
state forest lands;

THEREFORE BE IT RESOLVED by the County Commissioners
of Klickitat County now in formal and regular session deed by
proper conveyance to the State Forest Board of the State of
Washington in accord with chapter 154 of the Laws of 1923,
a state law as amended and in accord with chapter 126 of the
Laws of Washington 1935, the following described real property,
to-wit:

FILMED JANUARY 1969

KLICKITAT COUNTY

TOWNSHIP 4 NORTH, RANGE 10 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23	10.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	23	20.00 ✓
E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	23	10.00 ✓
W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	23	10.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{2}$ ✓	23	80.00 ✓
NW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	23	40.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	23	20.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	23	20.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	23	20.00 ✓
S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	31	40.00 ✓
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	31	20.00 ✓
E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	31	5.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	31	20.00 ✓
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	31	20.00 ✓
W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	31	20.00 ✓
S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	31	5.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	32	80.00 ✓
		<hr/> 440.00

Ch...
Short-10
Lot 4

TOWNSHIP 5 NORTH, RANGE 10 EAST

NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	13 ✓	40.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	14	80.00 ✓
NW $\frac{1}{4}$ ✓	14 ✓	160.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	14	80.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23	40.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	23 ✓	80.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	23	40.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	24 ✓	40.00 ✓
NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	26 ✓	40.00 ✓
W $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	26	80.00 ✓
		<hr/> 680.00

TOWNSHIP 6 NORTH, RANGE 10 EAST

NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	5 ✓	40.00 ✓
Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	6	40.18 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	6	40.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	6	40.00 ✓
Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	6 ✓	40.80 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	6	40.00 ✓
Lot 6 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	6	37.93 ✓
Lot 7 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	6	37.98 ✓
NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	6	40.00 ✓

TOWNSHIP 6 NORTH, RANGE 10, EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
SE $\frac{1}{4}$ NW $\frac{1}{4}$	7	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	7	40.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$)	7 ✓	38.50 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$)	7	38.70 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$	7	80.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$	8	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$	8	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	8 ✓	40.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$	8	40.00 ✓
S $\frac{1}{2}$ S $\frac{1}{2}$	8	160.00 ✓
E $\frac{1}{2}$ NE $\frac{1}{4}$	17	80.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$	17	40.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$	17 ✓	40.00 ✓
NE $\frac{1}{4}$ SE $\frac{1}{4}$	17	40.00 ✓
NE $\frac{1}{4}$ NE $\frac{1}{4}$	18	40.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$	18	80.00 ✓
Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$)	18 ✓	38.75 ✓
Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$)	18	38.65 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$	18	40.00 ✓
S $\frac{1}{2}$ SE $\frac{1}{4}$	18	80.00 ✓
NE $\frac{1}{4}$ NE $\frac{1}{4}$	19	40.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$	19	40.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$	19	40.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$	19	40.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$	19 ✓	80.00 ✓
E $\frac{1}{2}$ SW $\frac{1}{4}$	19	80.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$)	19	38.53 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$)	19	38.58 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$	19	80.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$	19	40.00 ✓
NW $\frac{1}{4}$ NW $\frac{1}{4}$	20	40.00 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$	20	80.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	20 ✓	40.00 ✓
W $\frac{1}{2}$ SW $\frac{1}{4}$	20	80.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$	20	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	26 ✓	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$	26	80.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$	29 ✓	40.00 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$	32	40.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$	32 ✓	40.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$	32	40.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$	34	80.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$	34 ✓	40.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$	34	40.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$	35 ✓	40.00 ✓
N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$	35	20.00 ✓

2,728.60

TOWNSHIP 3 NORTH, RANGE 11 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
$S\frac{1}{2}$ NE $\frac{1}{4}$ ✓	1-	80.00 ✓
Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	1-	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	1-	40.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	1- ✓	80.00 ✓
SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	1-	40.00 ✓
S $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	1-	80.00 ✓
<hr/>		
Tax Lot 4 in Lot 4 ✓	2-	20.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	2-	40.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	2- ✓	80.00 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	2-	40.00 ✓
S $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	2-	80.00 ✓
<hr/>		
NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	3-	10.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	3- ✓	20.00 ✓
<hr/>		
Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	6-	40.30 ✓
E $\frac{1}{2}$ Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	6-	17.26 ✓
SW $\frac{1}{4}$ Lot 4 ✓	6-	8.63 ✓
N $\frac{1}{2}$ Lot 5 ✓	6-	17.66 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	6- ✓	20.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	6-	10.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	6-	10.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	6-	20.00 ✓
N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	6-	10.00 ✓
S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	6-	10.00 ✓
<hr/>		
Tax Lot 1 in N $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	11- ✓	70.00 ✓
Tax Lot 2 in SE $\frac{1}{4}$ ✓	11-	20.00 ✓
<hr/>		
N $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	12-	80.00 ✓
SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	12-	40.00 ✓
E $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	12-	80.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	12- ✓	5.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	12-	10.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	12-	10.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	12-	40.00 ✓
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block; margin-top: 10px;"> <p>not F.B W$\frac{1}{2}$ NW$\frac{1}{4}$ NW$\frac{1}{4}$ SE$\frac{1}{4}$</p> </div>		
<hr/>		1,168.85

TOWNSHIP 4 NORTH, RANGE 11 EAST

SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	1- ✓	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	1-	40.00 ✓
<hr/>		
Lot 3 (NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	3- ✓	38.40 ✓
Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	3- ✓	38.40 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	3-	80.00 ✓
<hr/>		
SW $\frac{1}{4}$ ✓	4- ✓	160.00 ✓

TOWNSHIP 4 NORTH, RANGE 11 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	6 -	36.38 ✓
Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	6 -	37.13 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	6 -	40.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	6 - ✓	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	6 -	40.00 ✓
NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	6 -	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	6 -	80.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	12 -	80.00 ✓
W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	15 -	20.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	15 - ✓	20.00 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	15 - ✓	40.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	15 -	40.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	17 - ✓	40.00 ✓
Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	18 - ✓	38.48 ✓
W $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	20 - ✓	80.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	20 -	40.00 ✓
NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	21 -	40.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	21 -	40.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	21 - ✓	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	21 -	40.00 ✓
E $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	21 -	80.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	22 -	80.00 ✓
Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	22 -	35.38 ✓
E $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	22 - ✓	80.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	22 -	35.22 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	22 -	35.08 ✓
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	24 - ✓	20.00 ✓
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	24 -	20.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	27 - ✓	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	28 - ✓	40.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	28 -	80.00 ✓
E $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	32 -	80.00 ✓
NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	32 - ✓	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	32 - ✓	80.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	32 -	40.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	33 -	40.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	33 -	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	33 - ✓	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	33 -	40.00 ✓
SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	33 -	40.00 ✓
N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	33 -	10.00 ✓
S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	33 -	10.00 ✓
S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	33 -	10.00 ✓

TOWNSHIP 4 NORTH, RANGE 11 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	34 -	5.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	34 ✓	20.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	34 -	40.00 ✓
Tax Lots 3 & 4 in SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	35 ✓	26.00 ✓
E $\frac{1}{2}$ Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	36 -	21.38 ✓
E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	36 -	20.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	5.00 ✓
N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	5.00 ✓
S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 ✓	10.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	20.00 ✓
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	20.00 ✓
E $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	10.00 ✓
W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	10.00 ✓
E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	10.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	20.00 ✓
N $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	36 -	10.00 ✓

5

2,536.85

TOWNSHIP 5 NORTH, RANGE 11 EAST

SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	2	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	2 ✓	20.00 ✓
N $\frac{1}{2}$ Frac. less S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	3 ✓	302.34 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	5 ✓	40.00 ✓
NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	9 ✓	40.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	9	80.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	18	39.14 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	18	39.29 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	18 ✓	40.00 ✓
W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	18	20.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	18	40.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	19 ✓	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	25 ✓	40.00 ✓
SE $\frac{1}{4}$ ✓	25	160.00 ✓
N $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	29 ✓	80.00 ✓
NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	29	40.00 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	30 ✓	40.00 ✓
E $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	33	80.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	33 ✓	5.00 ✓
W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	33	10.00 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	35 ✓	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	35	80.00 ✓

1,315.77

TOWNSHIP 3 NORTH, RANGE 12 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	1 -	39.17 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	1 -	40.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	1 -	5.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	1 -	5.00 ✓
Tax Lot 4 in SE$\frac{1}{4}$ ✓	2 -	100.00 ✓
NE$\frac{1}{4}$ SE$\frac{1}{4}$ SE$\frac{1}{4}$ ✓	2 -	10.00 ✓
Tax Lot 1 ✓	2 -	20.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	7 -	39.35 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	7 -	39.20 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	9 -	40.00 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	9 -	20.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	10 -	40.00 ✓
NE $\frac{1}{4}$ ✓	11 -	160.00 ✓
SE $\frac{1}{4}$ ✓	11 -	160.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	12 -	80.00 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$ less Tax Lot 3 ✓	12 -	79.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	12 -	40.00 ✓

916.72

TOWNSHIP 4 NORTH, RANGE 12 EAST

Lot 4 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	2 -	39.90 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	2 -	80.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	2 -	80.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	2 -	80.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	2 -	40.00 ✓
Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	3 -	40.04 ✓
Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	3 -	39.80 ✓
NW $\frac{1}{4}$ fractional ✓	3 -	158.88 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	3 -	20.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	3 -	20.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	3 -	20.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	3 -	10.00 ✓
SW $\frac{1}{4}$ ✓	5 -	160.00 ✓
Not F.B. Tax Lots 1 & 3 in SE $\frac{1}{4}$ SE $\frac{1}{4}$ - CONVEYED TO County 9-29 13-2 ✓	5 -	15.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	6 -	80.00 ✓
S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	7 -	20.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	7 -	20.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	7 -	20.00 ✓
Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	7 -	40.30 ✓
Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	7 -	40.31 ✓
N $\frac{1}{2}$ Lot 3 (N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	7 -	20.16 ✓
NW $\frac{1}{4}$ ✓	9 -	160.00 ✓
Not F.B. SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	13 -	10.00 ✓
E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	13 -	40.00 ✓

TOWNSHIP 4 NORTH, RANGE 12 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
W $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	21 ✓	80.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	21 ✓	80.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	22 ✓	40.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	23 ✓	80.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23 ✓	20.00 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23 ✓	10.00 ✓
W $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	25 ✓	80.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	25 ✓	80.00 ✓
NE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	29 ✓	40.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	33 ✓	10.00 ✓
S $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	33 ✓	20.00 ✓
Tax Lot 2 in NW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	33 ✓	38.00 ✓
Tax Lot 1 in NW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	33 ✓	2.00 ✓

These two
lot take up the 40.00
possibly not necessary to write
for further information

1,834.39

TOWNSHIP 5 NORTH, RANGE 12 EAST

Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	18 ✓	41.06 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	18 ✓	40.00 ✓
41.01 on Twp plat → Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	19 ✓	41.03 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	19 ✓	41.06 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	19 ✓	40.00 ✓
E $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	29 ✓	80.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	29 ✓	40.00 ✓
W $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	29 ✓	80.00 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	30 ✓	41.29 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	30 ✓	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	30 ✓	40.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	30 ✓	80.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	30 ✓	40.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	31 ✓	40.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	31 ✓	40.00 ✓
SW $\frac{1}{4}$ ✓	32 ✓	160.00 ✓

884.44

TOWNSHIP 3 NORTH, RANGE 13 EAST

N $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	21 ✓	80.00 ✓
------------------------------------	------	---------

80.00

TOWNSHIP 4 NORTH, RANGE 13 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
Lot 1 (NE $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	5	39.76 ✓
Lot 2 (NW $\frac{1}{4}$ NE $\frac{1}{4}$) ✓	5	39.84 ✓
SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	5	40.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	5	40.00 ✓
E $\frac{1}{2}$ Lot 3 (E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	5 ✓	19.96 ✓
W $\frac{1}{2}$ Lot 3 (W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	5	19.96 ✓
E $\frac{1}{2}$ E $\frac{1}{2}$ Lot 4 (E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	5	10.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	5	80.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	7 -	40.00 ✓
Lot 4 (SW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	7 -	47.77 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	7 - ✓	40.00 ✓
SW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	7 -	40.00 ✓
N $\frac{1}{2}$ NE $\frac{1}{4}$ ✓	9	80.00 ✓
S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	9 ✓	20.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	9	40.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ less T. L. 1 ✓	9	72.00 ✓
NE $\frac{1}{4}$ ✓	13 ✓	160.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	13 ✓	40.00 ✓
SE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	13	40.00 ✓
NE $\frac{1}{4}$ ✓	14	160.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	14 ✓	80.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	14	40.00 ✓
W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	15	40.00 ✓
E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	15	20.00 ✓
E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	15 ✓	20.00 ✓
W $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	15	20.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	18 ✓	40.00 ✓
E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	20 -	10.00 ✓
W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	20 ✓	20.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	20 -	40.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23 ✓	40.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	26 ✓	40.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	30	40.00 ✓
Lot 3 (NW $\frac{1}{4}$ SW $\frac{1}{4}$) ✓	30 ✓	48.07 ✓
SE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	30	40.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	31	40.00 ✓
Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	31 ✓	47.93 ✓
Lot 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$) ✓	31	47.78 ✓

1,743.07

TOWNSHIP 5 NORTH, RANGE 13 EAST

NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	8 ✓	40.00 ✓
-------------------------------------	-----	---------

TOWNSHIP 5 NORTH, RANGE 13 EAST

<u>Description</u>	<u>Section</u>	<u>Acres</u>
S $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	10 ✓	80.00 ✓
S $\frac{1}{2}$ N $\frac{1}{2}$ ✓	11 ✓	160.00 ✓
NE $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	13 ✓	40.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	13 ✓	40.00 ✓
SE $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	13 ✓	40.00 ✓
N $\frac{1}{2}$ NW $\frac{1}{4}$ ✓	15 ✓	80.00 ✓
NW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	23 ✓	40.00 ✓
NE $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	23 ✓	40.00 ✓
NW $\frac{1}{4}$ SE $\frac{1}{4}$ ✓	23 ✓	40.00 ✓
S $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	23 ✓	80.00 ✓
SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	24 ✓	40.00 ✓
N $\frac{1}{2}$ SW $\frac{1}{4}$ ✓	24 ✓	80.00 ✓
SW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	24 ✓	40.00 ✓
NW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	26 ✓	40.00 ✓
		<hr/> 880.00

TOWNSHIP 6 NORTH, RANGE 13 EAST

→ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ✓	14 ✓	40.00 ✓
→ NW $\frac{1}{4}$ SW $\frac{1}{4}$ ✓	14 ✓	40.00 ✓
<i>Mix up on Indian Res also parts show as lots 13 & 14 on Twp. sheets</i>		
E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	18 ✓	20.00 ✓
SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	18 ✓	10.00 ✓
SE $\frac{1}{4}$ NE $\frac{1}{4}$ ✓	18 ✓	40.00 ✓
N $\frac{1}{2}$ SE $\frac{1}{4}$ ✓	18 ✓	80.00 ✓
		<hr/> 230.00

TOTAL ACREAGE

15,438.69
 - 85.00
15,353.69
 15,438.69

ATTEST:

S. F. Frank
Chairman

Geo. M. Baker, C. M. S.
Auditor of Klickitat County

J. W. Drumm

Alfred M. Matson

INDEXED

FILED

Reed

Klickitat County

to

State of Washington

Division of Forestry

STATE OF WASHINGTON
COUNTY OF KICKITAT

Filed for Record this 28th day of

July 1937

and registered as the request of

State of Washington

Book 35 of Records

Records of Klickitat County, Washington, at

Page 2527-23-4-5-6-7

By Wm. W. Baker County Clerk

By Frank W. ... Deputy

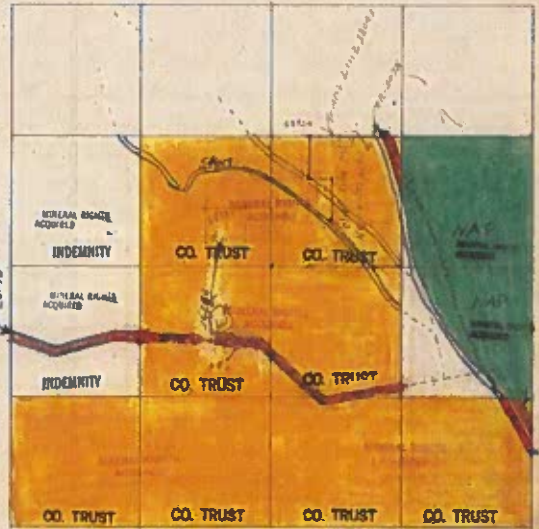
Surveyed **1882**
INDEMNITY & CO. TRUST
 A. L.—Application to Lease
 A. P.—Application to Purchase
 A. R. L.—Application to Release

Plat Apprd. by Surveyor Gen. **3-27-83**
 Selection List No. **02355**
 A. O.—Application to Overlook
 A. R.—Application for Right-of-Way
 L.—Lease

BLM
 Apprd. by G. L. O. **1-21-60**
 List Filed in L. L. O.
 C. B.—Contract of Sale
 T. B. S.—Timber Bill of Sale
 A.—Assignment
 D.—Deed

Fd. Filing L. L. O. : Filed L. L. O. at **SW¹ NW¹ 252 2-6-1963**
 : **SW¹ NW¹ 252 2-6-1963**
 Apprd. Sec. Int. **NW¹ SW¹ 252** in Clear List No. **128** Date **1-25-1960**
 Acquired by deed from the Board of County Commissioners of Klickitat County by deed dated July 6, 1937, under the provisions of section 9 of chapter 154, Laws of 1935.

Plat	Ent.	NAME	Date	Amount Received	NE	NW	SW	SE
F-1093	APT.	A. D. Hollenbeck Bdr. Co.	8-29-46		✓			
220708		H. D. Hollenbeck Bdr. Co.	9-4-47	2,150.00	✓			
F-1093	APT.	H. D. Hollenbeck Bdr. Co.	4-28-49		✓			
F-1093	APT.	H. D. Hollenbeck Bdr. Co.	10-18-56		✓			
F-1093	APT.	Clifford Penick National Forest	5-22-56		✓			
F-1093	APT.	Clifford Penick National Forest	10-23-56		✓			
F-1093	APT.	H. D. Hollenbeck Bdr. Co.	1-18-51	1,120.00	✓			
28192	ROW	Klickitat County P.L.D. No. 1	8/10/62		✓			
28195	ROW	" " "	11/30/63	2860.00	✓			
59315	AL	Patrick A. Parrish	6/6/69		✓	✓	✓	✓
59692	AL	" " "	7/10/70		✓	✓	✓	✓
59692	AL	Thom J. Bowie	8/13/70		✓	✓	✓	✓
59692	AL	Mt. Adams Ski Area	exp. 4/11/76	2000	✓	✓	✓	✓
59692	AL	Thom J. Bowie	5/11/80	2400	✓	✓	✓	✓
		Patrick A. & Nancy Parrish	Exp. 2/1/2027	See Leo	✓	✓	✓	✓
		Cancelled c/o 72-399	8/16/72		✓			
		Klickitat Co. P.L.D. No. 1	11/27/72		✓			
59739	AL	CANCELLED - Division No. 931	7/10/73		✓	✓	✓	✓
		Klickitat County	5/13/74		✓			
59739	AL	Rejected c/o 71-210	5/14/74		✓			
		Klickitat County	5/16/74		✓			
76566	AL	Klickitat Co. P.O.D. No. 1	Exp. Indef.		✓			
76566	AL	P.U.D. #1 of Klickitat Co.	1/2/75		✓			
ER 3074	AL	Klickitat County	Exp. Indef.		✓			
59093	AL	P.O.D. #1 Klickitat Co.	Exp. Indef.		✓			
		PATRICK A. PARRISH	2-7-78		✓	✓	✓	✓
		State of Washington	2/23/78		✓			
59739	AL	Richard T. Wagner	7-11-78		✓			
		State of Washington	2-16-80		✓			
		Rejected c/o 80-105	9-8-80		✓			
		(Re offering c/o 8-16-78)	12-17-80		✓			
		Cancelled Docket No. 560	12-17-80		✓			
		Rejected c/o 81-079	3-12-81		✓			
		Reinstated by Docket #510	1-9-84		✓	✓	✓	✓
59315	AL	PATRICK A. & NANCY PARRISH	7-16-2027		✓	✓	✓	✓
		Rejected by No 87-232	10-1-87		✓			
68728	AL	Dept. of Natural Resources	11-8-89		✓			
68729	AL	Dept. of Natural Resources	11-8-89		✓			
68730	AL	Dept. of Natural Resources	11-8-89		✓			



RESERVATIONS:

- ✓ Deed is subject to any reservations that may have been made prior to county ownership. The deed contains no clauses and the title of the county was acquired through tax foreclosure. The law requires the distribution of money received from the use of the land or sale of material to be distributed as follows:
- ✓ (a) The expense incurred by the state for administration, reforestation and protection, shall be returned to the general fund.
- ✓ Trout Lake NAP - SDS Company - That portion of the SE¹/₄NE¹/₄ and the NE¹/₄SE¹/₄, lying Easterly of the Easterly margin of Trout Lake Creek Road in S8-T6N, R10E, W1M in the County of Klickitat acquired by Statutory Warranty Deed February 25, 1997. Undetermined acres. MINERALS ACQUIRED.

1-4-94
 Contracted deal like
 these files are
 in litigation
 held in L.L.

BLM FORM NO. 10-1149
 Certificate State Permit
 Name of the Land Section Township Range
 Source Section Township Range
 Quantity Acres M²
 Date 2-6-17

	A	B	C	D	E	F	G	H	I
1	ATB Indexing Form								
2	<i>Note: Please leave fields blank if not applicable</i>						PAS Initials		BH
3	Prefix	50							
4	Agreement Number	50-004385							
5	Document Type	commissioners order							
6	Agreement Name								
7	Transaction Type	easement - forest road							
8	Effective Date/Date Granted	10/25/1956							
9	Expiration Date	Indef.							
10	Grantee/Lessee/Buyer	USDA - Gifford Pinchot National Forest							
11	Grantor/Lessor/Seller	DNR							
12									
13	Water Body (aquatics)								
14	Notes (Deed file # or Aquatic Plate Reference)								
15	Additional Parcel Information or special Instructions	no recording info.							
16									
17	GIS Parcel ID Entries	County	Klickitat	<i>County,</i>					
18									
19		Region	SE						
20					Sec	Tsp	Range	E/W	G. Lot
21	Parcel ID 1	2834	Parcel ID 21						
22	Parcel ID 2		Parcel ID 22						
23	Parcel ID 3		Parcel ID 23						
24	Parcel ID 4		Parcel ID 24						
25	Parcel ID 5		Parcel ID 25						
26	Parcel ID 6		Parcel ID 26						
27	Parcel ID 7		Parcel ID 27						
28	Parcel ID 8		Parcel ID 28						
29	Parcel ID 9		Parcel ID 29						
30	Parcel ID 10		Parcel ID 30						
31	Parcel ID 11		Parcel ID 31						
32	Parcel ID 12		Parcel ID 32						
33	Parcel ID 13		Parcel ID 33						
34	Parcel ID 14		Parcel ID 34						
35	Parcel ID 15		Parcel ID 35						
36	Parcel ID 16		Parcel ID 36						
37	Parcel ID 17		Parcel ID 37						
38	Parcel ID 18		Parcel ID 38						
39	Parcel ID 19		Parcel ID 39						
40	Parcel ID 20		Parcel ID 40						

W Access Rd. APPLICATION No. **F-4385**

Co. KLICKITAT

TO PURCHASE Forest Board { School Lands Granted

Applicant Gifford Pinchot Nat'l Forest

Filed 5-29-1956

Brief Description Over SW⁴NE⁴9th SE⁴SE⁴

Sec. 8 Twp. 6 N. R. 10E.

*In 6-7-56
7-12-56*

Referred to Insp. in advance, 19

Port Inspection Filed File, 19

Appraised, 19

Protest Filed, 19

Protest { Denied } Sustained, 19

Order and Notice of Sale Mailed, 19

Date of Sale Fixed, 19

Advertised in

Sale Papers with App. No.

Report of Sale Filed, 19

Sale Confirmed, 19

C. of S. No.

Deed No. Vol. Page Date, 19

OTHER SPECIAL PROCEEDINGS

.....
.....
.....
.....
.....
.....
.....

MISCELLANEOUS MEMORANDA

STATE OF WASHINGTON

STATE FOREST BOARD

.
 In re: Application No. F-4365 by
 United States Department of Agri-
 culture, Gifford Pinchot National
 Forest, for Right of Way across
 State Forest Board Land in Klick-
 itat County.

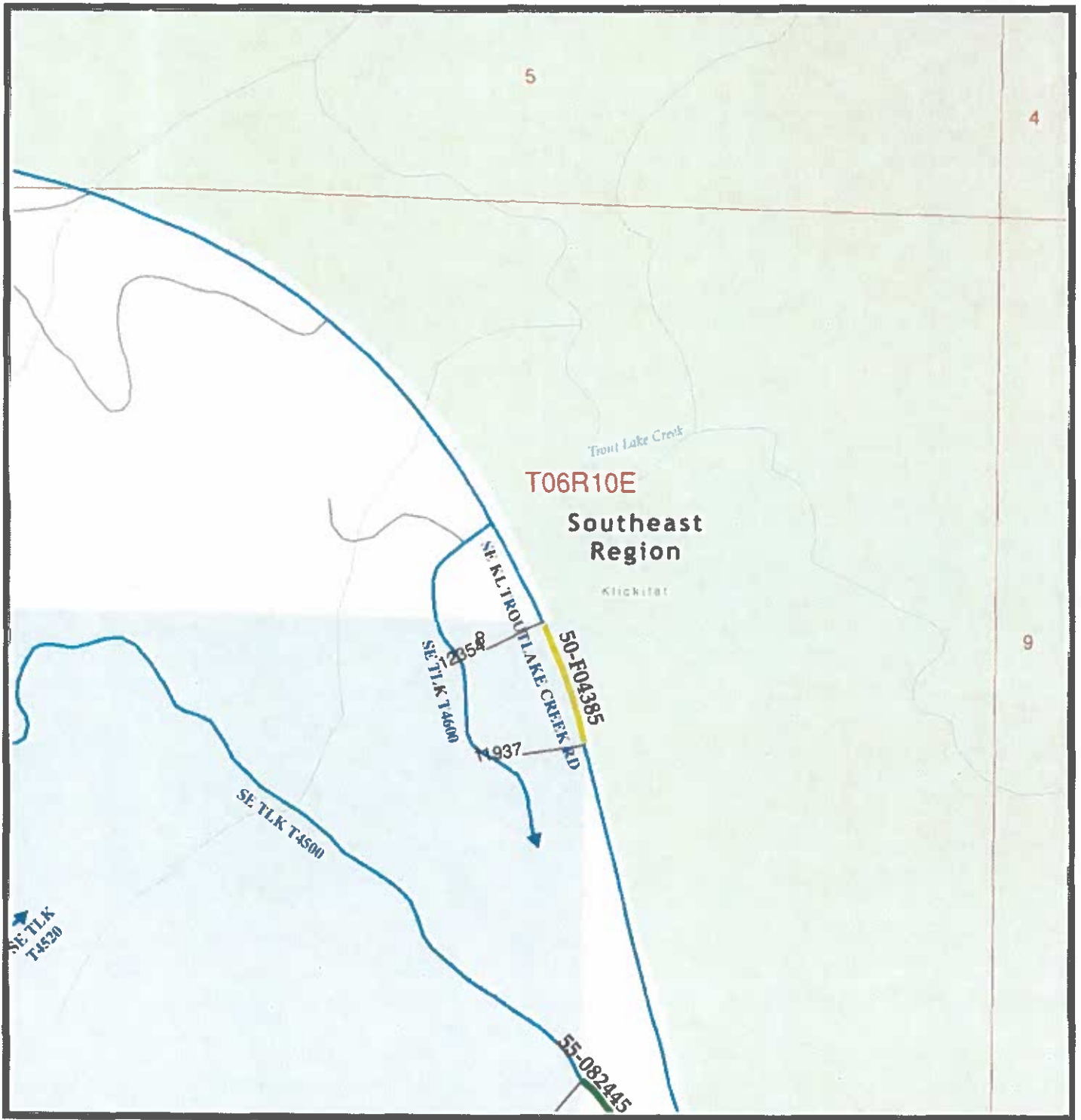
O R D E R

October 25, 1956

It appearing to the Board at this time that the United States Department of Agriculture, Gifford Pinchot National Forest, has filed with the Board a petition for an easement for right of way for public road over and across the SW¼ and SE¼ of Section 3, Township 6 North, Range 10 east, W. M., in Klickitat County; that said application was filed under the provisions of Chapter 145, Session Laws of 1945, which provides for the granting of rights of way to the United States Government; and

It further appearing that the applicant is constructing or proposing to construct through, over and across the said land a public access road to be used in connection with the logging of national forest timber and later to be a road available for access by the general public; that there is no merchantable timber on the land within the right of way; that there appears to be no good reason why the said right of way should not be granted; and the Board being fully advised, it is therefore

ORDERED and DETERMINED that the easement for a right of way for logging road and other public purposes as applied for under Application No. F-4365 over and across, and to include the lands hereinafter described, be and the same is hereby granted to the



Right of Way Easements Road by USGS Class

Grant Code

- █ 1: Acquired by DNR
- █ 2: Granted by DNR
- █ 3: Merged in Title

DNR Routes

➔ Route Direction

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- - - 5: 4 wheel drive
- 6: Freeway ramps

DNR Managed Lands

- █ Granted Trust Lands
- █ Forest Board Trust Lands
- █ NAP / NRCA
- █ Other DNR-Managed Lands;

following described centerlines:

Beginning at a point on the east line of said section 8, which is $N 0^{\circ} 04' E$ 705.5 feet from the southeast corner thereof and running thence $N 29^{\circ} 16.2' W$ 615.1 feet to a point on the north line of the $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of said section 8, which is 299.8 feet west of and 1322 feet north of the southeast corner of said Section 8, and having an area of 0.93 acre; ALSO

Beginning at a point on the east line of the $SW\frac{1}{4}$ of $NE\frac{1}{4}$ of said Section 8 which is 1321.4 feet east of and 1807.7 feet south of the north quarter section corner thereof and running thence $N 15^{\circ} 35' W$ 56.2 feet and thence on a curve to the left having a radius of 2900 feet, 454.5 feet to a point on the north line of said subdivision, which is 1150.5 feet east of and 1327.2 feet south of said north quarter section corner, the tangent to said curve at said point bears $N 24^{\circ} 33.8' W$ and having an area of 0.77 acre.

The total area of the above two rights of way is 1.70 acres according to the plat thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington. c

DATED this 25th day of October, A. D. 1956.

STATE FOREST BOARD

By:


Chairman

By:


Secretary

COMMERCIAL LEASE

Application No: 68728 Region: REAL ESTATE DIVISION
Date Filed: 11/8/89 County: KLUICKITAT
Grant: FOREST BOARD TRANSFER
Applicant: DEPARTMENT OF NATURAL RESOURCES

DESCRIPTION

SITE 7, CLIFFSIDE MOUNTAIN HOME TRACTS (SW4NE4)
Acres: Section 8, Township 6N, Range 10 EAST, W.M.

ENCUMBRANCES

Inst.	Number	Type	Term	Grantee	Date Gtd.
R/W	CR3075	CO RD	INDEF	KLUICKITAT CO	3/12/75
R/W	38043	TRAN LN	INDEF	PUD #1 OF KLUICK. CO	7/15/75
LS/A	59315			RICHARD T. WAGNER	5/17/79
1ST AM	59315	COM'L LSE	7/16/2031	PATRICK A & NANCY PARRISH	

APPLICATION
Reg. <u>11/8/89</u>
T.B. _____
INSTRUMENT
Reg. _____
T.B. _____

*Assignment of 3/29/2001 & 7/27/2005
TW 8/18/05*

#62-00002

1969-6
101

1-57

164730

INDEXED

to 71

LEASE AGREEMENT

THIS AGREEMENT for the lease of real property is made and entered into this 16th day of February, 1978, by and between PATRICK A. PARRISH and NANCY PARRISH, hereinafter called Lessor and E. THOMPSON REYNOLDS and BONNIE J. REYNOLDS, husband and wife, hereinafter referred to as Lessee;

This lease is made to effectuate and set in writing that certain relationship between the parties created by an assignment of lease between Lessees herein and Thomas A. Curren and JoAnne Curren, husband and wife;

W I T N E S S E T H :

WHEREAS, the parties do herein agree as follows:

1. For the terms and conditions contained herein the Lessor shall lease unto Lessee the following described real property, located in Klickitat County, State of Washington, more particularly described as follows:

Lot 7, Cliffside Homes, according to the Plat thereof, records of Klickitat County, Wa.

2. This lease shall be for a term commencing the 16th day of February, 1978 and continuing until the first day of February, 2027. The Lessee herein shall have an option to renew the term of said lease, provided, however, that the parties may re-negotiate the rental amount of said lease in accordance with the evaluations and re-appraisals done on said property by the Department of Natural Resources of the State of Washington as hereinafter provided.

3. The lessee shall pay to lessor, as rent for the property, the minimum annual rent of \$200.00 per year. Said rent, as set forth herein, shall be payable by Lessee to Lessor on or before the 1st day of November of each and every year.

RENT ADJUSTMENT: Every five (5) years, beginning November 1, 1979, the annual rental shall, at the option of the Lessor, be adjusted to reflect the percent of increase from November 1, 1974 in the consumer price index as published by the bureau of labor statistics, U.S. Department of Labor; that is the annual rental each year for the succeeding five (5) years shall be increased as compared with the annual rental set forth herein by the same percentage as the increase in said consumer price index differs from the consumer price index for November 1, 1974.

4. Acknowledgement of State Lease: Lessee herein agrees that it has observed, read and understands the lease entered into by Lessor on the 6th day of March, 1972 between the Lessor herein and the State of Washington, acting by and through the Department of Natural Resources as reflected in Lease No. 59315. Lessee understands that the use to

1 which he puts the premises leased herein must conform and be re-
2 stricted by the items contained in said lease with the State of
3 Washington. Lessee has reviewed and understands paragraph 4.01
4 of said State Lease concerning the restrictions on the use of the
5 demised premises. Lessee agrees to conform to all public authority
6 concerning the planning, zoning and other requirements which may
7 affect the leased premises. Lessee shall cut no State timber or
8 move State owned valuable material without prior written consent of
9 the Lessor and the State of Washington. Lessee will take all reason-
10 able precautions to protect the land and improvements on the leased
11 premises from fire and shall make every reasonable effort to report
12 and suppress such fires as may affect the leased premises.

13
14 5. It is agreed that the Lessee shall use and occupy the
15 premises herein demised for a single family residence and for no
16 other purposes. Lessee further agrees that he shall not make any
17 unlawful, improper or offensive use of the premises and will not
18 do or permit anything to be done which constitutes a nuisance or
19 suffer any noise, odor or waste which would constitute a nuisance
20 under the terms of the law nor use or permit the premises to be used
21 for any unlawful purpose or purposes. Lessee shall comply at Lessee's
22 expense with all the laws and regulations of any municipal, County,
23 State, Federal or other public utility, including fire, health and
24 police agencies affecting the use of said leased premises.

25
26 6. Insurance: The Lessee shall at its own expense provide
27 insurance on fixtures and equipment belonging to the Lessee and fire
28 and casualty and liability insurance on all items of furniture, fix-
29 tures and equipment in the interior of said buildings and shall carry
30 a sufficient amount of fire and casualty insurance to cover the re-
31 placement cost of any and all improvements owned by the Lessee that
32 may be damaged by fire or other casualty. A copy of the insurance
33 provided by Lessee shall be delivered to Lessor with provisions for
34 ten (10) days' notice of cancellation to the Lessor. In the event
35 of fire or casualty damage to any or all of the improvements, the
36 paid insurance benefits shall be used to immediately replace said im-
37 provements in a manner subject to reasonable approval by Lessor or in
38 lieu of replacing said improvements to rehabilitate the area in a
39 manner suitable to the Department of Natural Resources of the State of
40 Washington. Any portion of the insurance receipts not utilized shall
41 be returned to the Lessee to satisfy any outstanding obligations in-
42 curred by reason of this lease being utilized for loan security.
43 The Lessee shall guarantee that all sub-lessees shall have provisions
44 to either replace their own damaged improvements or to rehabilitate
45 the area as defined above.

46
47 (a) Lessee will carry and maintain for the mutual
48 benefit of the Lessor and Lessee public liability insurance against
49 claims for bodily injury, death or property damage occurring on or
50 about the demised premises adjacent to the demised premises.

51
52 7. Indemnity: Lessee shall indemnify and save harmless the
53 Lessor and Lessor's agents from any and all damages, claims, suits
54 of every kind or nature whatsoever that may be claimed or accrued
55 by reason of any accident or contractual incident in the occupation
56 of the leased premises and the areas adjacent thereto or caused by
57 the acts of negligence of the Lessee or any agent of Lessee. It
58 is agreed that neither the Lessor nor the Lessor's agents shall be
59 liable for the death or injury to any person in or about the premises
60 or for loss or damage to any property of the Lessee unless caused by
61 the carelessness, negligence or act of the Lessor. It is agreed that
62 the Lessee shall hold harmless the Lessor and Lessor's agents from
63 any and all damages, claims, suits of every kind or nature whatsoever

1 which may arise out of or pertain to any labor union or contract for
2 said labor union which involves Lessee's agents or employees.

3 8. Assignment and Subletting: The Lessee will not
4 assign, sub-let, transfer, pledge, surrender or otherwise encumber,
5 dispose of this lease or the estate created in this lease or any
6 interest or any portion thereof or permit any other person or
7 persons, companies or corporations to occupy the premises without
8 the prior written consent of the Lessor, which consent will not be
9 unreasonably withheld by the Lessor. This lease is personal to the
10 Lessee and its interests or any part thereof cannot be sold, assigned,
11 transferred, seized or taken by operation of law or by virtue of the
12 execution or other process, attachment or proceeding instituted against
13 the Lessee or by virtue of any bankruptcy or insolvency proceedings in
14 regard to Lessee or any other matter.

15 9. Legislative Action: If during the term of the lease legis-
16 lative and administrative or judicial action occurs which materially
17 affects the fair market value of the lease and if in light of the
18 such action it is considered to be of material advantage to the par-
19 ties hereto to amend this lease in any particular item, then the
20 parties may meet and agree to such amendments. The parties do further
21 agree that they may at any time meet and agree to amend or modify this
22 lease or to re-negotiate the terms and conditions thereof by notice of
23 one to the other.

24 10. Condemnation: If the entire leased premises is taken by
25 condemnation or eminent domain this lease shall expire on the date
26 when the leased property shall be so taken and the rent shall be
27 apportioned as of that date. Damages shall be paid to the lessee for
28 its apportioned damages on the overall condemning of said property.
29 If a portion of the property is taken by eminent domain as will
30 make the leased premises unsuitable for purposes herein leased, then
31 and in this event the lease shall cease from the time the possession
32 is taken by public authority and rental shall be accounted for be-
33 tween the Lessor and Lessee to the date of the surrendered possession.
34 Such termination shall be without prejudice to rights of either the
35 Lessor or the Lessee to recover compensation from the condemning
36 authority for any loss or damage caused by such condemnation. Neither
37 the Lessor nor the Lessee shall have any rights in or to any award
38 made to the other by the condemning authority.

39 11. Default: It is provided and these presents are on
40 the condition that if the Lessee shall be in arrears in the payment
41 of said rent or if the said Lessee shall fail or neglect to do,
42 keep, perform or observe any of the covenants or agreements con-
43 tained herein on Lessee's part to be done, kept, performed or ob-
44 served and such any default shall continue for ten (10) day or
45 more after written notice of such failure be given to Lessee or if
46 the Lessee shall be declared bankrupt or insolvent according to law
47 or if any assignment of Lessee's property shall be made for the be-
48 nefit of creditors or if on the expiration of this lease, Lessee
49 fails to return the possession of said leased premises then and in
50 any of said cases or events, the lessor or those having the lessors'
51 estate in the premises lawfully, at its or their option immediately
52 or at any time thereafter without demand or notice may enter into
53 and upon said demised premises and every part thereof and repossess
54 the same as of the lessor's former estate and expel said lessee and
55 those claimed by, through or under lessee and remove lessee's effects
56 at lessee's expense, forcibly if necessary and store the same all
57 without being deemed guilty of trespass and without prejudice to any
58 remedy which otherwise might be used for arrears of rent or preceding
59 breach of covenant.

12. Surrender of Possession: At the expiration of said term or upon any sooner termination thereof, the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same broom cleaned to the lessor or those having Lessor's estate in the premises, peaceably and quietly and in as good order and condition, reasonable use, wear and tear thereof excepted as the same are now in or hereafter may be put in by the lessor; provided, however, that lessee has that option to re-new the term of said lease as hereinabove set forth.

13. Benefit: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to or inure to the benefit of and bind as the circumstances may require the heirs, executors, administrators, successors in so far as this lease is assignable by the terms hereof to the assigns of such parties.

14. Attorney's Fees and Costs: In the event suit or action is instituted to enforce compliance with any of the terms, covenants, or conditions of this lease or to collect the rental which may become due hereunder or any portion thereof, it is agreed between the parties that the prevailing party in any suit or action may be awarded its reasonable attorneys' fees as the Court may adjudge, together with costs incurred in such suit or action. The Lessee agrees to pay and discharge all Lessor's costs and expenses, including Lessor's attorney's fees which shall arise from enforcing any provisions or covenants of this lease even though no suit or action is instituted.

15. Development: It is understood and agreed by the lessee that lessor must submit a development plan to the State of Washington by and through the Department of Natural Resources. In conjunction with this the lessee agrees to provide to lessor his plans for developing the above-described premises, including development of improvements upon the said leased premises.

16. Ownership of Improvements: All buildings and improvements excluding renewable personal property and trade fixtures on the leased site will remain on said site after expiration of this lease or any renewal thereof, and shall thereafter become the property of the lessor subject to the terms and provisions as hereinabove set forth.

17. Covenants: Attached to this lease are covenants pertaining to Flattop Mt. Lessee agrees to abide by all said covenants.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 14th day of February, 1978.

Patrick A. Parrish
Patrick A. Parrish

Nancy Parrish
Nancy Parrish

Lessor

E. Thompson Reynolds
E. Thompson Reynolds
Donald J. Reynolds by E. Thompson Reynolds
Donald J. Reynolds, Lessee

29 STATE OF WASHINGTON)
30 County of Klickitat) ss.

31 On this day personally appeared before me PATRICK A. PARRISH
32 and NANCY PARRISH, husband and wife, to me known to be the individuals

LEASE - Pg. 4

Vol 183 Plat 403

READ, WOLFE, HANMAN & BRUCE, P.S.
ATTORNEYS AT LAW
200 WEST 5TH STREET, SUITE 1000
SEASIDE, OREGON 97138
503-738-1100

1 described in and who executed the within and foregoing instrument,
2 and acknowledged that they signed the same as their free and voluntary
3 act and deed for the uses and purposes therein mentioned.



4 Given under my hand and official seal this 14 day of
5 February, 1978.

R. J. [Signature]
Notary Public in and for the State of
Washington, residing at 1410 S. [Address]

7 STATE OF WASHINGTON)
8 County of Klickitat) ss.

9 On this day personally appeared before me E. THOMPSON
10 REYNOLDS and BONNIE J. REYNOLDS, husband and wife, to me known to
11 be the individuals described in and who executed the within and
12 foregoing instrument, and acknowledged that they signed the same
13 as their free and voluntary act and deed for the uses and purposes
14 therein mentioned.

15 Given under my hand and official seal this 16 day of
16 February, 1978.



[Signature]
Notary Public in and for the State of
Washington, residing at [Address]

REAL ESTATE EXCISE TAX
Ch. 110, Laws 1971

32103 FEB 16 1978

PAULINE COPPENHEFER
ALLEGAT COUNTY TREASURER
[Signature]

STATE OF WASH COUNTY OF KICKITAT
PLS OR RECORDS
No. 183 of RECORDS Page 400-404
Book of KCIC
February 16, 1978
Nancy G. [Signature]
[Signature]
KICIC

RECEIVED

FEB 21 1978
Division of
Resources

LEASE - Pg. 5 of 5

Vol 183 Page 404

GEORGE WOLFE BANNER & MERRILL, P.S.
ATTORNEYS AT LAW
1000 2ND AVENUE, SUITE 2000
SEASIDE, CALIFORNIA 92082
(619) 435-1121

COMMERCIAL LEASE

Application No: 68728 Region: REAL ESTATE DIVISION

Date Filed: 11/8/89 County: KLICKITAT

Grant: FOREST BOARD TRANSFER

Applicant: DEPARTMENT OF NATURAL RESOURCES

DESCRIPTION

SITE 7, CLIFFSIDE MOUNTAIN HOME TRACTS (SW4NE4)

Acres: Section 8, Township 6N, Range 10 EAST, W.M.

ENCUMBRANCES

Inst.	Number	Type	Term	Grantee	Date Gtd.
R/W	CR3075	CO RD	INDEF	KLICKITAT CO	3/12/75
R/W	38043	TRAN LN	INDEF	PUD #1 OF KLICK. CO	7/15/75
LS/A	59315			RICHARD T. WAGNER	5/17/79
1ST AM	59315	COM'L LSE	7/16/2031	PATRICK A & NANCY PARRISH	

APPLICATION
Reg. <u>11/8/89</u>
T.B. _____
INSTRUMENT
Reg. _____
T.B. _____

Assignment of 3/29/2001 & 7/27/2005

TW 8/18/05

RECEIVED

MAR 1 1993

OFFICE OF THE
COMMISSIONER OF PUBLIC LANDS

CLIFFSIDE MOUNTAIN HOME TRACTS
ASSIGNMENT OF LEASE

For and in consideration of the sum of \$1.00, and other good and valuable consideration, the hereinafter named assignors hereby assign, set over and transfer all of their right, title and interest in and to the indenture of sublease from state of Washington, Department of Natural Resources, to E. Thompson Reynolds and Bonnie J. Reynolds, husband and wife, filed for record under auditor's file number 164730. Said sublease having been assigned to Robert E. MacMillan and Virginia L. MacMillan, husband and wife, by instrument dated October 21, 1988, for the following described property in the County of Klickitat, State of Washington:

A leasehold estate in Site 7, CLIFFSIDE MOUNTAIN HOME TRACTS, according to the plat thereof, recorded in Book 4, Page 26, Klickitat County plat records, in the County of Klickitat, State of Washington,

unto Robert G. Morrison and Sharon S. Morrison, husband and wife, whose address is 5635 Day Creek Drive, Lake Oswego, Oregon, 97035, and said assignees hereby bind and obligate themselves to perform all of the conditions and covenants of said lease.

Assignees, by acceptance hereof, agree to be bound by the restrictions and covenants of said subdivision as recorded in the Office of the County Auditor.

Dated this 1st day of April, 1992.

Assignors

Robert E. MacMillan
Robert E. MacMillan

Virginia L. MacMillan
Virginia L. MacMillan

Assignees

Robert G. Morrison
Robert G. Morrison

Sharon S. Morrison
Sharon S. Morrison

COMMERCIAL LEASE

Application No: 68730 Region: REAL ESTATE DIVISION
Date Filed: 11/8/89 County: KLICKITAT
Grant: FOREST BOARD TRANSFER
Applicant: DEPARTMENT OF NATURAL RESOURCES

DESCRIPTION

SITE 9, CLIFFSIDE MOUNTAIN HOME TRACTS (SW4NE4)
Acres: Section 8, Township 6N, Range 10 EAST, W.M.

ENCUMBRANCES

Inst.	Number	Type	Term	Grantee	Date Gtd.
R/W	CR3075	CO RD	INDEF	KLICKITAT CO	3/12/75
R/W	38043	TRAN LN	INDEF	PUD #1 OF KLICK. CO	7/15/75
LS/A	59315			RICHARD T. WAGNER	5/17/79
1ST AM	59315	COM'L LSE	7/16/2031	PATRICK A & NANCY PARRISH	

APPLICATION
Reg. <u>11/8/89</u>
T.B. <u> </u>
INSTRUMENT
Reg. <u> </u>
T.B. <u> </u>

- a. Voluntary surrender of all rights to the lease(s) in favor of the Mortgagee, or
- b. Court Order ordering the transfer of the lease(s) to the Mortgagee.

C. It is agreed by all parties:

- 1. Should the lease(s) be transferred under the conditions set forth in Section B. 3. a and b to the Mortgagee, the Mortgagee shall become obligated to all the provisions of the lease(s) and the obligations and performances required therein, including security and deposits.
- 2. Should the State's lessee (Mortgagor) default on the lease(s) the State reserves the first right for claim against any performance bonds, either cash or through a bonding company to collect whatever amount is due the State whether the lease(s) is forfeited or taken over by the Mortgagee. However, the Mortgagee may pay those amounts due to the State preventing a claim being filed against the performance bonds.

3. Execution of this agreement by the State does not waive any rights to insist upon strict performance of the terms of the lease(s) or any other right the State may have.

Mortgagee Richard T. Wagner
 Address c/o Robert R. Carney
1700 Standard Plaza, 1100 SW 6th,
Portland, OR 97204

Mortgagor Patrick A. Parrish
Nancy W. Parrish
 Address Box 52, Trout Lake
Washington 98650

Consent-given this _____ day of _____, A.D., 19 78

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES
 BERT L. COLE
 Commissioner of Public Lands

By _____
 Title _____

COMMISSIONER OF LANDS

U D F O R M A T I O N



NATURAL RESOURCES

HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

LEASE AMENDMENT

AMENDMENT NO. 1-39-068730

THIS LEASE AMENDMENT ("Amendment") is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources ("State" or "Lessor"), and LANNY SMITH, a single individual ("Lessee").

BACKGROUND

A. This Amendment relates to the Lease dated June 18, 1974, by and between Lanny Smith, as successor in interest to Nancy Parrish, as Lessee, and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, as successor in interest to Patrick A. Parrish and Nancy Parrish, as landlord (the "Lease").

B. The Lease was originally subject to a master lease from the State to Patrick A. Parrish and Nancy Parrish dated March 14, 1972 ("Master Lease"). The Master Lease was terminated in 1985 for non-performance and the State assumed the master lessee's position under the Lease.

C. The Lease affects Lot 9 of the Plat of Cliff Side Mt. Homes, which was superseded by Klickitat Boundary Line Adjustment, BLA 2017-02, recorded in the real property

lessor under this Lease to such third party, such third party Lessor shall pay to Lessee the fair market value of such authorized Lessee-Owned Improvements upon expiration or termination of this Lease. In the event Lessor and Lessee cannot agree to the fair market value of authorized Lessee-Owned Improvements, the parties shall follow the procedure set forth in RCW 79.13.160 to determine such value. Authorized Lessee-Owned Improvements shall be those buildings and improvements located on the leased property as of the effective date of this Amendment and any buildings and improvements located on the leased property that are specifically authorized in writing by Lessor hereafter. All improvements that are not so authorized shall at any time during the term of this Lease or upon lease termination, and at the option of Lessor, be removed by Lessee, be removed by Lessor at the cost to Lessee, or become the property of Lessor without compensation to Lessee. Any removable personal property or trade fixtures shall remain property of Lessee upon expiration of this Lease or following any renewal thereof or re-lease of the leased property to Lessee and Lessee shall remove such property at Lessee's sole cost. In the event Lessee does not remove such property within thirty (30) days of termination of this Lease, Lessor may remove such property at the cost of Lessee or take possession of such property without compensation to Lessee.

4. EFFECTIVE DATE. The amended provisions shall become effective as of the date that the last party or their authorized representative signs this Amendment.

5. NO RELEASE. State is not releasing any previous assignor from fully performing the provisions of the Lease in effect at the time of such assignment or as otherwise agreed in writing between the State, previous assignor, and the Lessee.

6. WARRANTIES. Lessee represents and warrants to State that (i) the Lease is in full force and effect; (ii) Lessee is not in default or breach of the Lease; (iii) Lessee has no knowledge of any claims, offsets, or defenses of the Lessee under the Lease; and (iv) to the best of Lessee's knowledge, the leased property is in full compliance with all applicable federal, state, and local governmental permits, rules, ordinances, and laws.

7. CONFIRMATION OF LEASE. All other terms of the Lease not inconsistent with this Amendment are hereby affirmed and ratified.

8. RECORDATION. Lessee shall record this Amendment or a memorandum documenting the existence of this Amendment in the county in which the Property is located, at Lessee's sole expense. Lessee shall provide State with recording information, including the date of recordation and file number. Lessee shall have thirty (30) days from the date of delivery of the final executed Amendment to comply with the requirements of this subsection. If Lessee fails to record this Amendment, State may record it and Lessee shall pay the costs of recording upon State's demand.

28767

R 50-28767
 APPLICATION NO. 28767
 Contract of Sale No. [REDACTED]
 R/W Easement TO PURCHASE Over Glenwood Agreement Area COUNTY YAKIMA Klickitat
 APPLICANT St. Regis Paper Co.
 Filed 2-26-63 19 District GLENWOOD
 Description Glenwood Agreement Area

Suppl #3 Pths.: SE4SW4SE4, SW4SE4SE4 of 12-13-91 R/L
 Sec. 20, 6N, 11E.

Acres _____ Sec. 1 _____ Twp 6 _____ N. Range 12 E. W.M

ENCUMBRANCES

Suppl. of 8-6-80:
 R/W 38325 Exch. B.N. 6-2-76 Indef.
~~R/W 28767 Rd. D.N.R. 1-27-71 Indef. w/pt.~~
 R/W 28690 Rd. D.N.R. 1-27-71 Indef.
 R/W 28091 Rd. D.N.R. 3-11-63 Indef.

Suppl. of 12-13-80 ENC.: Suppl #3
 R/W EXCH. ⁴⁶⁴⁶¹ S.D.S. Company INDEF gtd. 11-07-84
 W 4335 DNR " " 05-15-74
 W 4336 " " " 05-15-74

NW NW - Indem - Sec
 NE NW, SE NW, SW NE, Sec 1 Scientific
 Copy Plat to Guide 8-16-80

Abstract
 8-15-80
 w/pt
 SUPPL

Abstract
 5-5-80
 w/pt

R T E T	APPLICATION		APPLICATION		ASSIGNMENTS	
	Reg.	AUG 6 1980 w/pt.	Reg.	_____	Reg.	_____
	T.B.	AUG 6 1980 w/pt.	T.B.	_____	T.B.	_____
	INSTRUMENT		INSTRUMENT		INSTRUMENT	
Reg.	2-5-81 w/pt.	Reg.	_____	Reg.	_____	
T.B.	2-5-81 w/pt.	T.B.	_____	T.B.	_____	

NOT SUBJECT TO
REAL ESTATE EXCISE TAX
V. Habel
DEPUTY TREASURER

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
JENNIFER M. BELCHER, Commissioner of Public Lands
Olympia, Washington 98504

FILED FOR RECORD
Klickitat County Auditor
96 JUL 25 PM 1:11

Agreement and Easement Amendment

3137629
Yakima County

This Amendment, made and entered into this 3rd day of MAY, 1996, between the STATE OF WASHINGTON, acting by and through its Department of Natural Resources, herein called the "State," and CHAMPION INTERNATIONAL CORPORATION, a New York corporation, herein called "Champion," WITNESSETH:

3137629

WHEREAS, on the 1st day of February, 1963, the State and St. Regis entered into the easement exchange, hereinafter called "Original Agreement," having been recorded in the records of Yakima County on March 19, 1963, in Volume 637 of Deeds, on Pages 803 through 830 under Auditor's No. 1943763, and in the records of Klickitat County on March 1, 1963, in Volume 135 of Deeds, on Pages 359 through 386 under Auditor's No. 107864.

254495
Klickitat County

WHEREAS, on the 19th day of February, 1963 St. Regis granted the State an easement, hereinafter called "St. Regis Original Easement," having been recorded in the records of Yakima County on March 19, 1963, in Volume 637 of Deeds, on Pages 831 through 839 under Auditor's No. 1943764, and in the records of Klickitat County on March 1, 1963, in Volume 135 of Deeds, on Pages 387 through 395 under Auditor's No. 107865.

WHEREAS, on the 25th day of February, 1963, the State granted St. Regis an easement, hereinafter called "State Original Easement," having been recorded in the records of Yakima County on May 7, 1963, in Volume 639 of Deeds, on Pages 728 through 736 under Auditor's No. 1950407, and in the records of Klickitat County on April 12, 1963 in Volume 135 of Deeds, on Pages 590 through 598 under Auditor's No. 108390.

WHEREAS, Champion International Corporation, a New York Corporation, is the successor in interest to St. Regis Paper Company by merger dated January 28, 1985.

WHEREAS, respective ownership within the Original Agreement boundary has changed as a result of Land Exchange Nos. 116, 166 and 184 and has not been reflected in the Original Agreement and Original Easement documents.

WHEREAS, State and Champion now desire that "Exhibit A" to the Original Agreement and Original Easement be replaced and superseded by the attached exhibit marked Exhibit A-1, and it is further understood and agreed that the original exhibits for the Original Agreement and Original Easement marked Exhibit A are null and void by this action. Lands owned by each party to this agreement are described in Exhibits B and C, attached hereto and by this reference made a part hereof.

EXCEPT as herein expressly supplemented, amended, modified or altered the Original Agreement and Original Easements shall be and remain in full force and effect.

Klickitat County Assessor
REAL ESTATE EXCISE TAX
EXEMPT
DATE JUL 25 1996
COUNTY TREASURER
Jennifer Suez

FILED BY *Deirdre MacLellan*
RETURN TO *Deirdre MacLellan*

VOL 337 PAGE 362-370

Return to:
Dept of Natural Resources
Resource Planning & Asset Management Division
PO Box 47014
Olympia WA 98504-7014

VOL 337 PAGE 362
Klickitat County

VOL 1519 1778
Yakima County

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate to become effective as of the day and year first above written.

CHAMPION INTERNATIONAL CORPORATION

By R. Bellamy
GEN. MGR., PACIFIC REGION Title

Attest Donald Diggins
ASSISTANT SECRETARY Title

Affix Seal of Corporation

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

R. Bruce Mackey
R. BRUCE MACKEY, Manager
Resource Planning & Asset Management Division

Affix Seal of Commissioner
of Public Lands

Easement No. 55-000023
App. No. 50-028767

02/rightawa/55000023.sup



STATE OF
County of

On this 17th day of April, 19 96, personally appeared before me R. Bellamy and Donald E. Wiggins to me known to be the General manager and Assistant Secretary of the corporation that executed the within and 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 they are authorized to execute said instrument for said corporation and that the seal affixed is the corporate seal of the said corporation.

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

Kathryn R. Gordon
Notary Public in and for the State of
Washington, residing at Pierce County
My appointment expires 2/25/98

STATE OF WASHINGTON)
COUNTY OF THURSTON)ss

On this 3rd day of May, 19 96, personally appeared before me R. BRUCE MACKAY, to me known to be the Resource Planning and Asset Management Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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

Steven R. Carlson
Notary Public in and for the State of
Washington, residing at Centralia
My appointment expires 9/30/99



SUMMARY OF LANDS OWNED BY
STATE OF WASHINGTON
WITHIN GLENWOOD #23 AGREEMENT AREA
February 27, 1996

Township 6 North, Range 10 East, W.M.
Klickitat County

- Section 2: All
- Section 5: Lots 1 through 4, S $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 8: SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 10: N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
- Section 11: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 12: All
- Section 13: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$
- Section 14: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$

Township 6 North, Range 11 East, W.M.
Klickitat County

- Section 3: Lots 1 through 4, S $\frac{1}{2}$ N $\frac{1}{2}$
- Section 4: Lots 1 through 4, S $\frac{1}{2}$ N $\frac{1}{2}$
- Section 16: All
- Section 18: All
- Section 20: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
- Section 21: W $\frac{1}{2}$
- Section 26: All
- Section 28: All
- Section 35: All
- Section 36: All

Township 6 North, Range 12 East, W.M.
Klickitat County

- Section 1: All
- Section 2: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
- Section 3: N $\frac{1}{2}$ NE $\frac{1}{4}$
- Section 4: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

VOL 1519 1783

VOL 337 PAGE 367

EXHIBIT B

Section 5: All
Section 6: All
Section 8: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 9: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 11: E $\frac{1}{2}$
Section 12: NW $\frac{1}{4}$
Section 16: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$
Section 17: All

Township 6 North, Range 13 East, W.M.
Klickitat County

Section 6: Lots 5 through 7, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 7: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$
Section 16: N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$

Township 7 North, Range 11 East, W.M.
Yakima County

Section 1: All
Section 2: All
Section 11: All
Section 13: E $\frac{1}{2}$
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 33: S $\frac{1}{2}$
Section 34: All
Section 35: All
Section 36: All

Township 7 North, Range 12 East, W.M.
Yakima County

Section 4: All
Section 5: All
Section 6: All, Fractional
Section 7: Lots, 1 and 2, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

**SUMMARY OF LANDS OWNED BY
CHAMPION INTERNATIONAL CORP.
WITHIN GLENWOOD #23 AGREEMENT AREA
February 27, 1996**

Township 6 North, Range 10 East, W.M.
Klickitat County

- Section 1: All
Section 3: Lots 1,2,3 and 4; South Half of North Half (S $\frac{1}{2}$ N $\frac{1}{2}$); West Half of Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$); Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); Southwest Quarter (SW $\frac{1}{4}$)
Section 4: All
Section 9: North Half of Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$); Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$); South Half of Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$)

Township 6 North, range 11 East, W.M.
Klickitat County

- Section 1: All
Section 2: All
Section 3: South Half (S $\frac{1}{2}$)
Section 4: South Half (S $\frac{1}{2}$)
Section 5: All
Section 6: All
Section 7: All
Section 8: All
Section 9: All
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: All
Section 17: All
Section 19: East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$)
Section 21: East Half (E $\frac{1}{2}$)
Section 22: All
Section 23: All
Section 24: All
Section 25: All
Section 27: All
Section 29: East Half (E $\frac{1}{2}$); North Half of Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$)
Section 32: East Half of East Half (E $\frac{1}{2}$ E $\frac{1}{2}$); Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$); Southwest Quarter of Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$)
Section 33: North Half (N $\frac{1}{2}$); North Half of Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); Southwest Quarter of Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$); Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$)
Section 34: North Half (N $\frac{1}{2}$); North Half of Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$); Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$); East Half of Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$)

Township 6 North, Range 12 East, W.M.
Klickitat County

- Section 7: All
Section 8: Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$); Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$)

**VOL 1519 1785
EXHIBIT C**

- Section 18: All
- Section 19: Northeast Quarter (NE $\frac{1}{4}$); East Half of West Half (E $\frac{1}{2}$ W $\frac{1}{2}$); West Half of Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$); Lots 1,2,3 and 4
- Section 20: North Half of Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$)
- Section 21: Northwest Quarter of Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$)
- Section 30: East Half of West Half (E $\frac{1}{2}$ W $\frac{1}{2}$); Lots 1,2,3 and 4
- Section 31: East Half of Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$); Lots 1 and 2

Township 6 North, Range 13 East, W.M.
Klickitat County

- Section 4: South Half of South Half (S $\frac{1}{2}$ S $\frac{1}{2}$); Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); South Half of Northeast Quarter of Southwest Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$)
- Section 5: Southwest Quarter (SW $\frac{1}{4}$); South Half of Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$); Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$)
- Section 7: East Half of Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) less R/W; Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$); Lots 13,14,15,16,17 and 18 less R/W
- Section 8: North Half (N $\frac{1}{2}$); North Half of South Half (N $\frac{1}{2}$ S $\frac{1}{2}$); South Half of Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) less R/W; Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) less R/W; Lot 1 less R/W; Lot 2
- Section 9: All less R/W
- Section 10: North Half of Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$); Portions of the North Half (N $\frac{1}{2}$)
- Section 14: Lots 13,14,15 and 16 (W $\frac{1}{2}$ SW $\frac{1}{4}$); Southwest Quarter of Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$)
- Section 15: South Half of South Half (S $\frac{1}{2}$ S $\frac{1}{2}$); Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); North Half of Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$); Lots 1 and 2 (SW $\frac{1}{4}$ NW $\frac{1}{4}$); Lots 3,4,5,6,7,8,9 and 10 (N $\frac{1}{2}$ S $\frac{1}{2}$)
- Section 16: Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); Southwest Quarter of Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$)
- Section 17: All
- Section 18: East Half (E $\frac{1}{2}$); East Half of Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$); Southeast Quarter of Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); East Half of East Half of Northeast Quarter of Northwest Quarter (E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$); East Half of West Half of East Half of Northeast Quarter of Northwest Quarter (E $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$); Lots 2,3 and 4

Township 7 North, Range 11 East, W.M.
Yakima County

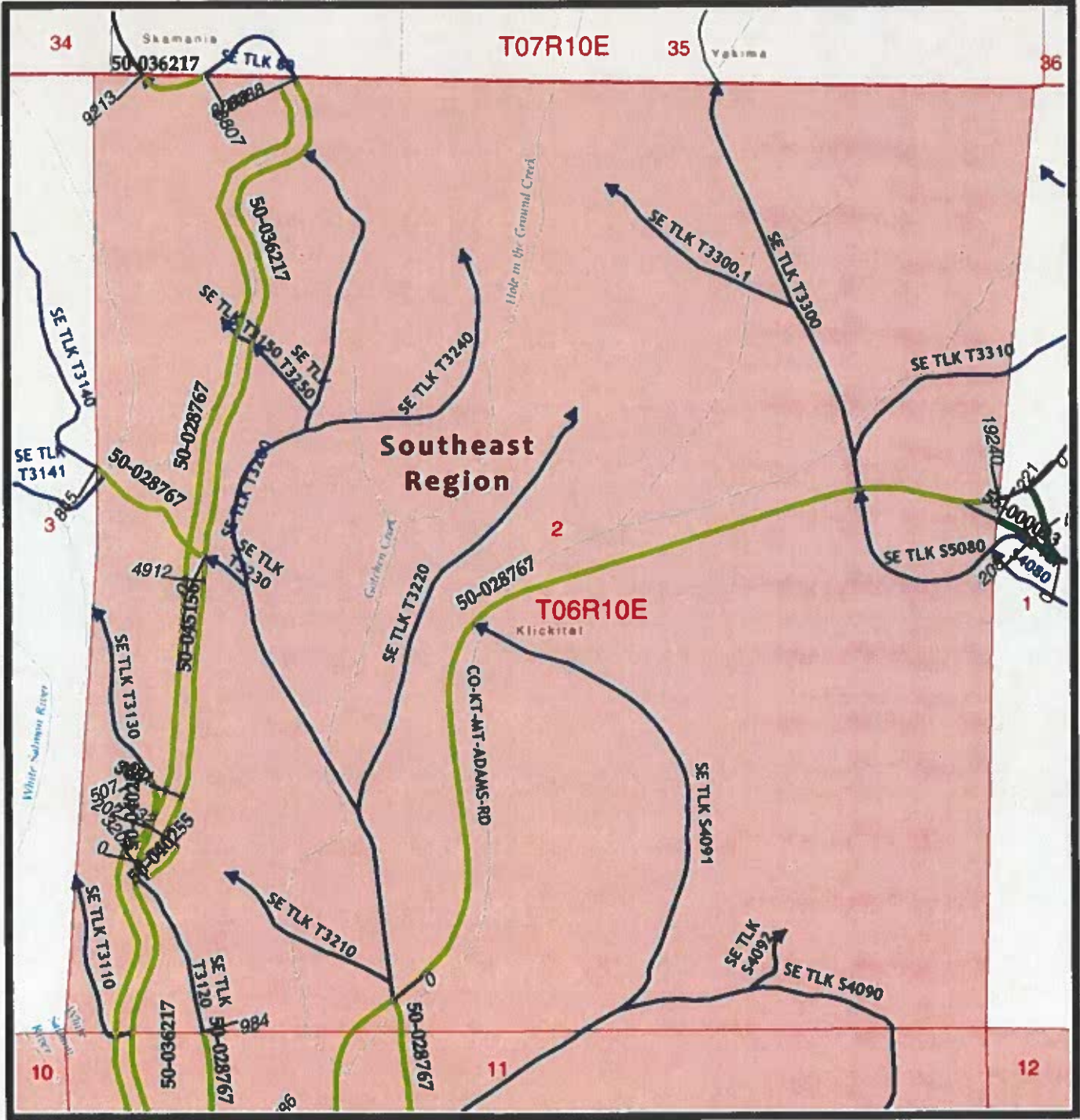
- Section 12: All
- Section 13: West Half (W $\frac{1}{2}$)
- Section 14: All

YAKIMA COUNTY
WASH
FILED BY
Dept. Nat. Res.
MAY 14 9 21 AM '96

Township 7 North, Range 12 East, W.M.
Yakima County

DOUG COCHRAN
ASSISTANT

- Section 3: Lot 9; Southeast Quarter of Southwest Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$); Northwest Quarter of Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$)
- Section 7: Lots 3 and 4 (W $\frac{1}{2}$ SW $\frac{1}{4}$); East Half of Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$); Southeast Quarter (SE $\frac{1}{4}$)
- Section 8: All less R/W for Irrigation canal
- Section 10: West Half (W $\frac{1}{2}$); South Half of Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$); Southeast Quarter (SE $\frac{1}{4}$)
- Section 22: Southeast Quarter of Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$)
- Section 23: All that lies west of the Klickitat River
- Section 24: West Half of Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) west of Klickitat River



Right of Way Easements Grant Codes

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

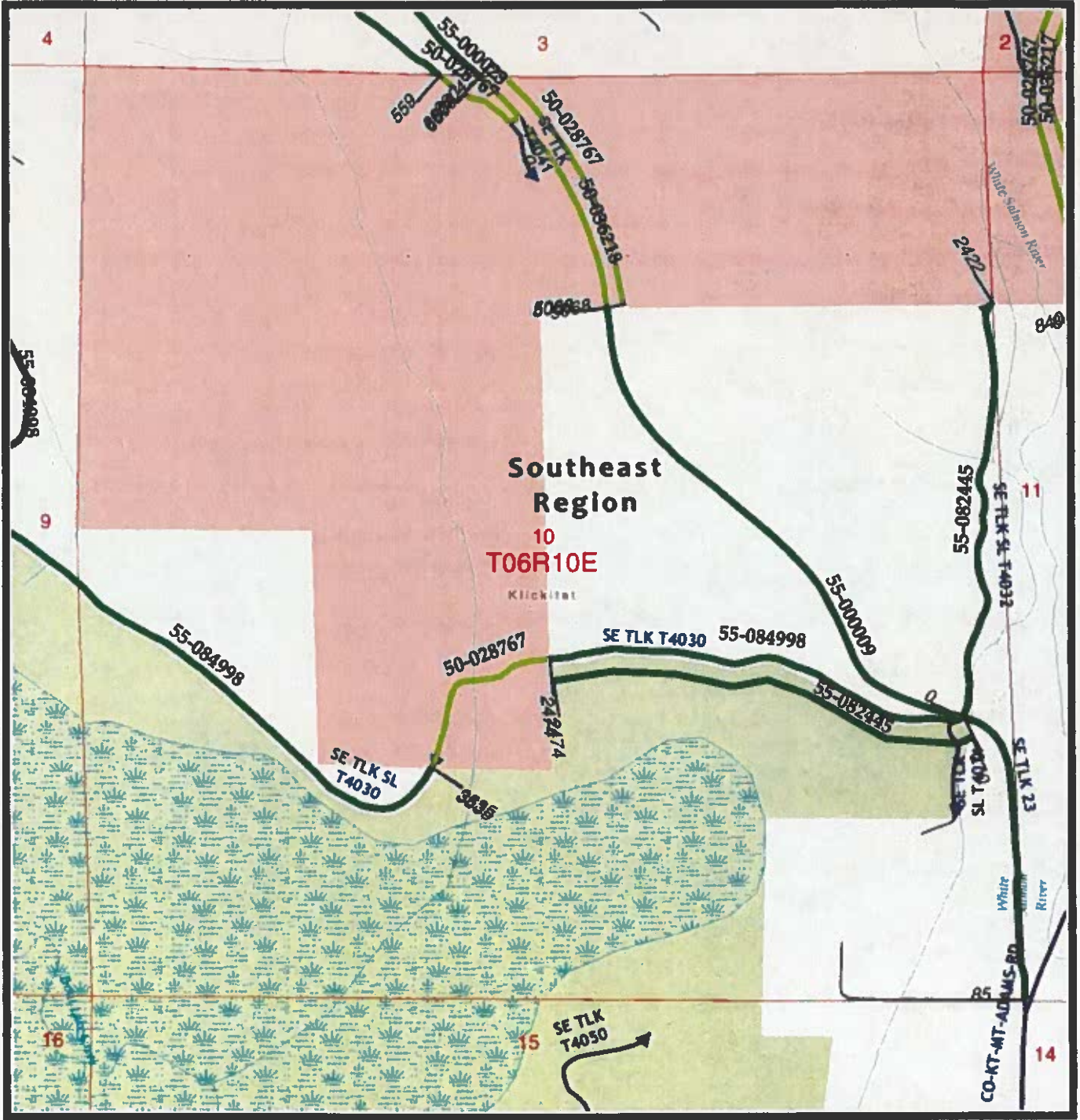
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- 4 wheel drive

DNR Managed Lands Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Right of Way Easements Grant Codes

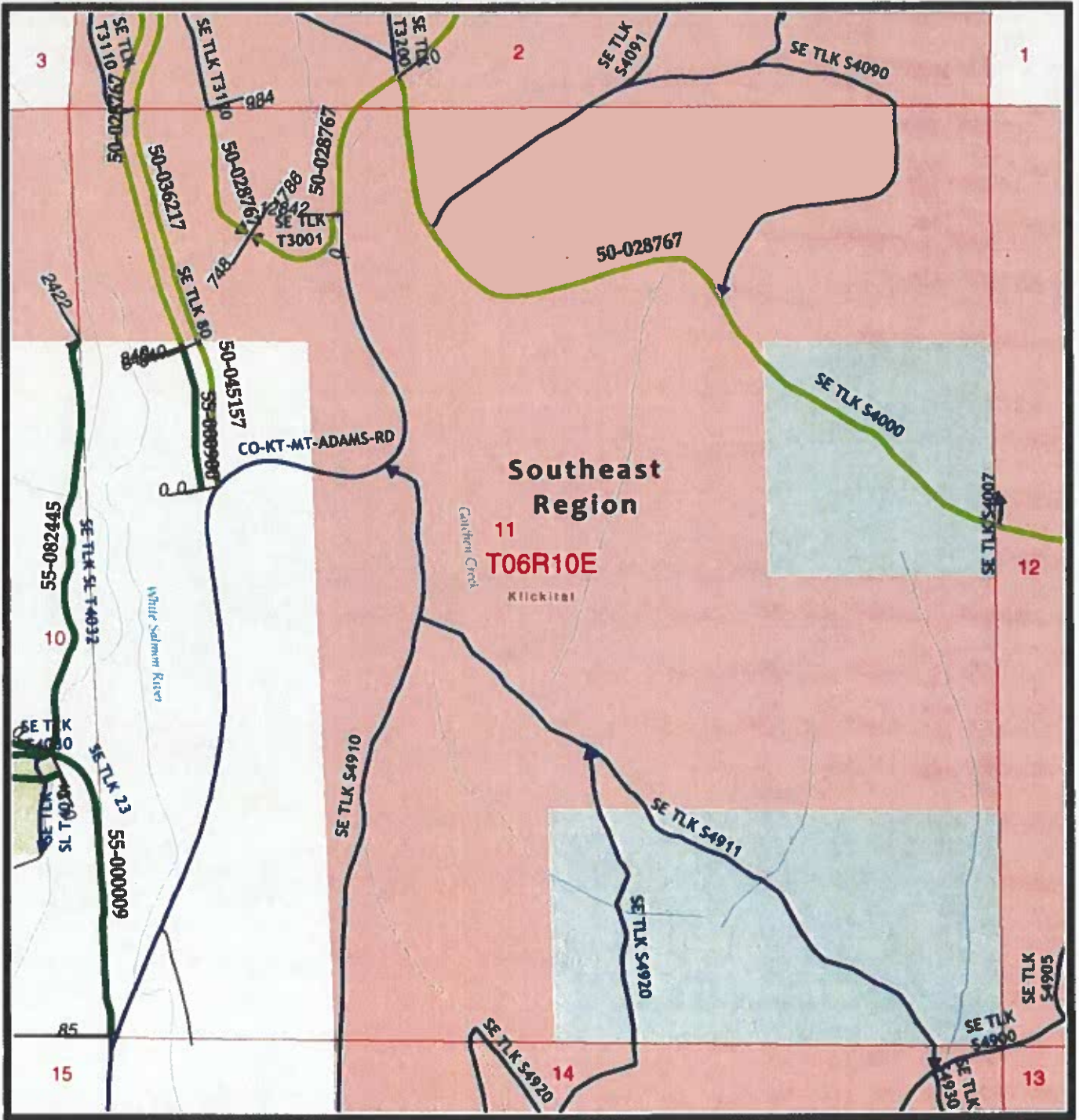
- Acquired by DNR
- Granted to Other
- Merged in Title
- DNR Routes**
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- 4 wheel drive

DNR Managed Lands Surface Lands

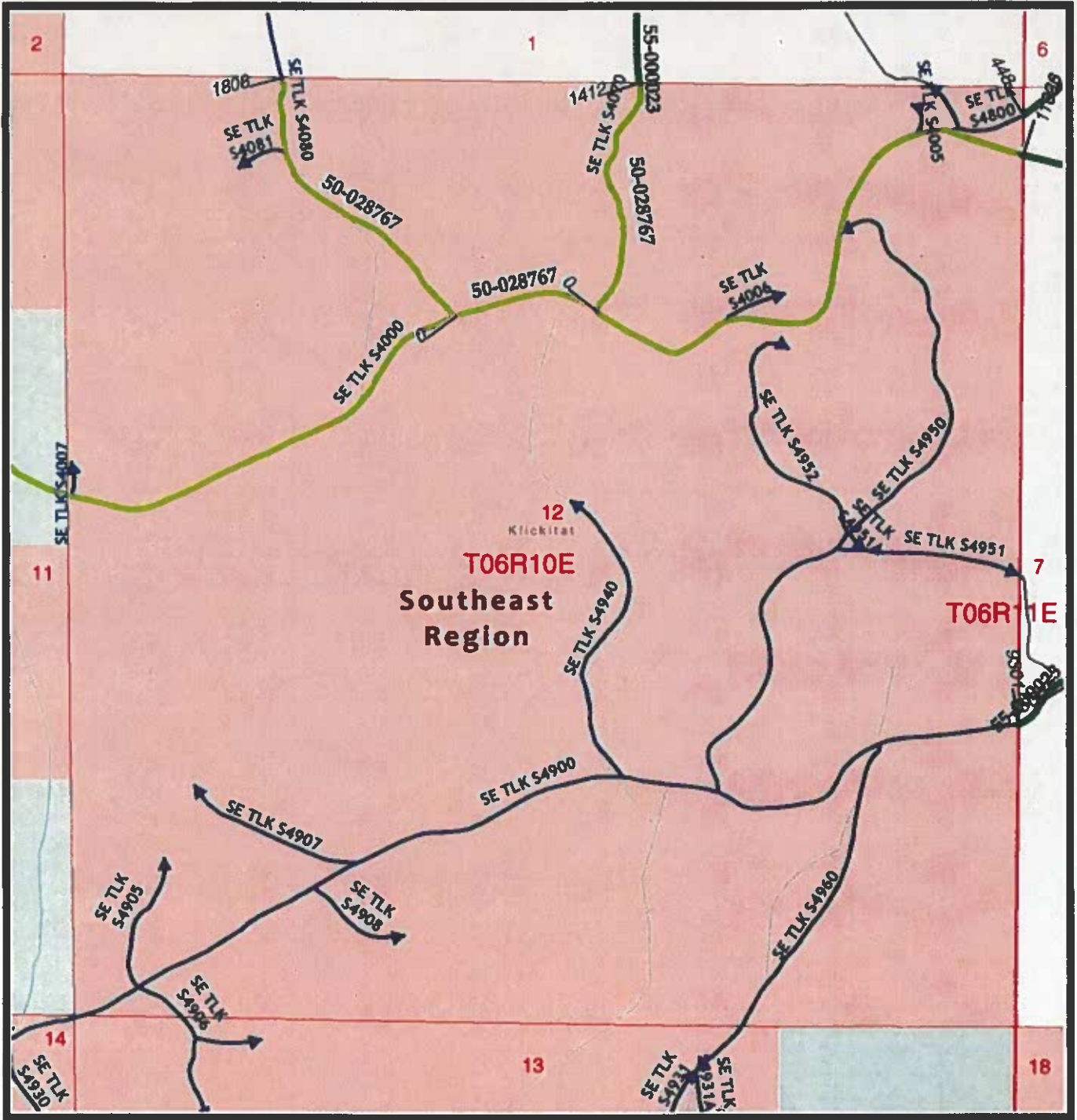
- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



- Right of Way Easements Grant Codes**
- Acquired by DNR
 - Granted to Other
 - Merged in Title
- DNR Routes**
- Route Direction

- Roads by USGS Class**
- Primary Highway/All-Weather/Hard Surface
 - Secondary Highway/All-Weather/Hard Surface
 - Light-Duty Road/All Weather/Improved
 - Unimproved Road/Fair or Dry Weather
 - 4 wheel drive

- DNR Managed Lands Surface Lands**
- Granted Trust Lands
 - Forest Board Trust Lands
 - NAP / NRCA
 - Other DNR-Managed Lands



0 290 580 1,160 1,740 2,320 Feet

Right of Way Easements Grant Codes

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

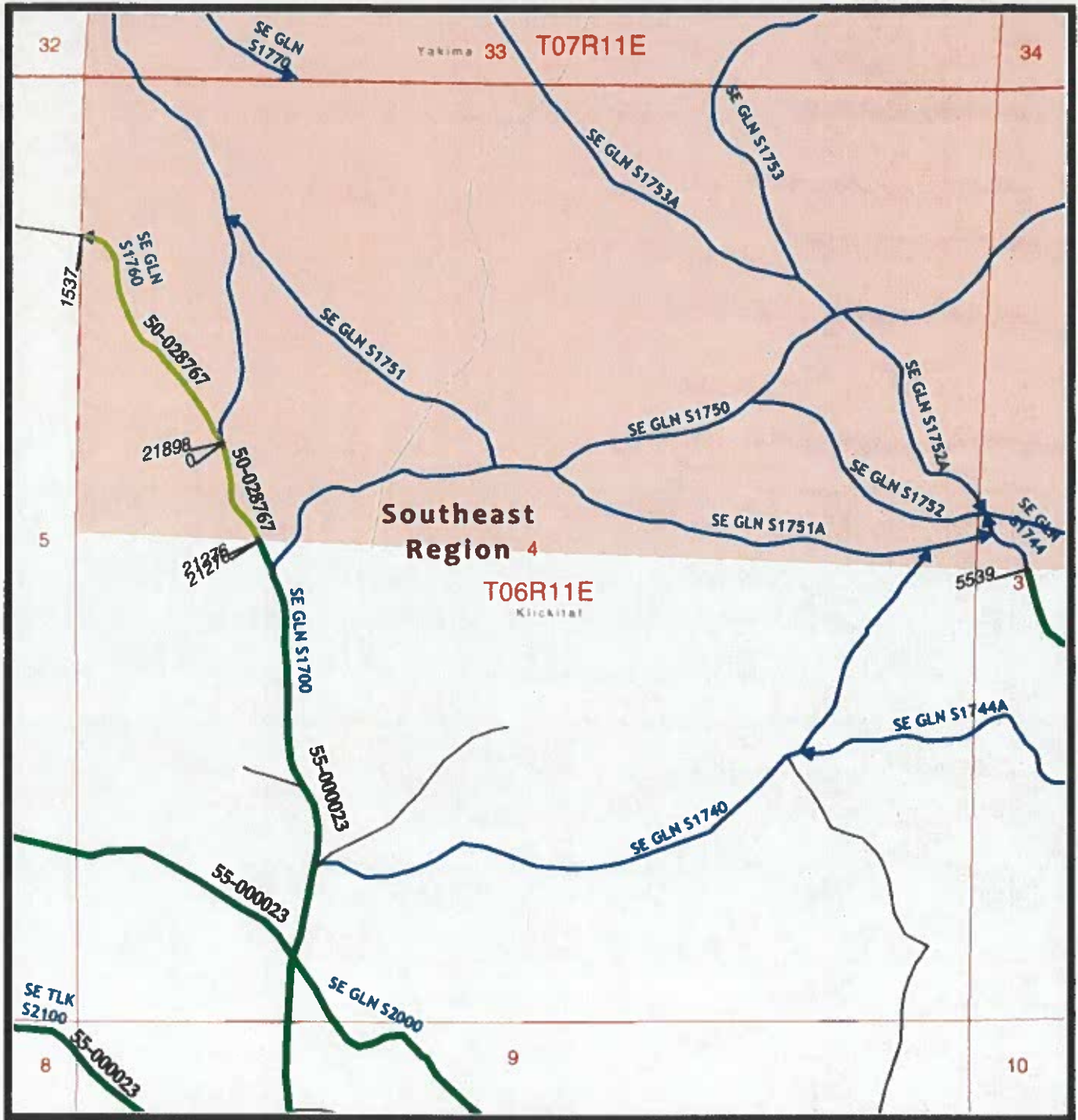
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

DNR Managed Lands Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

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- Merged in Title

DNR Routes

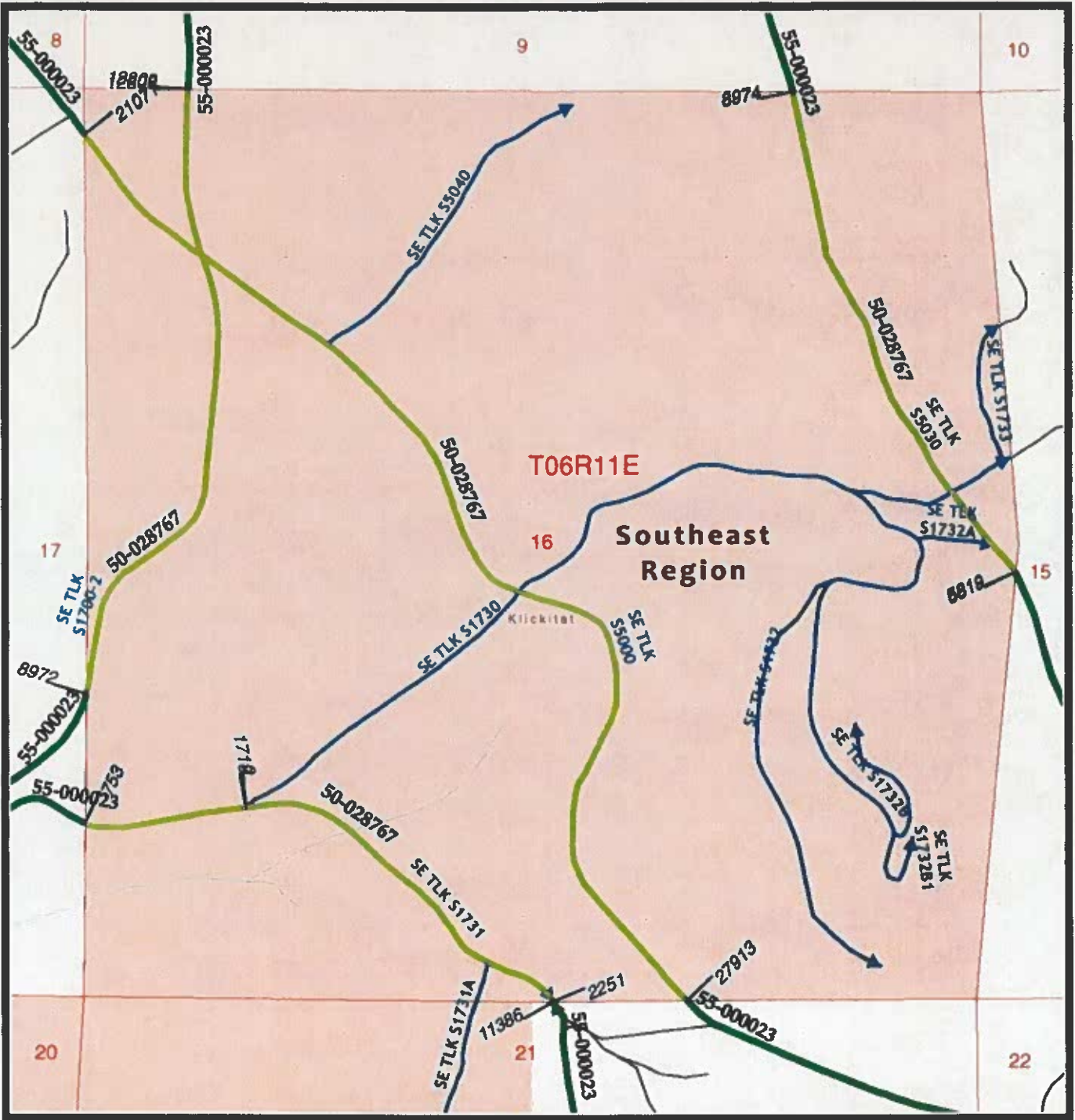
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

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- Merged in Title

DNR Routes

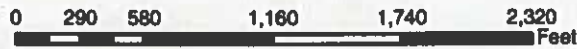
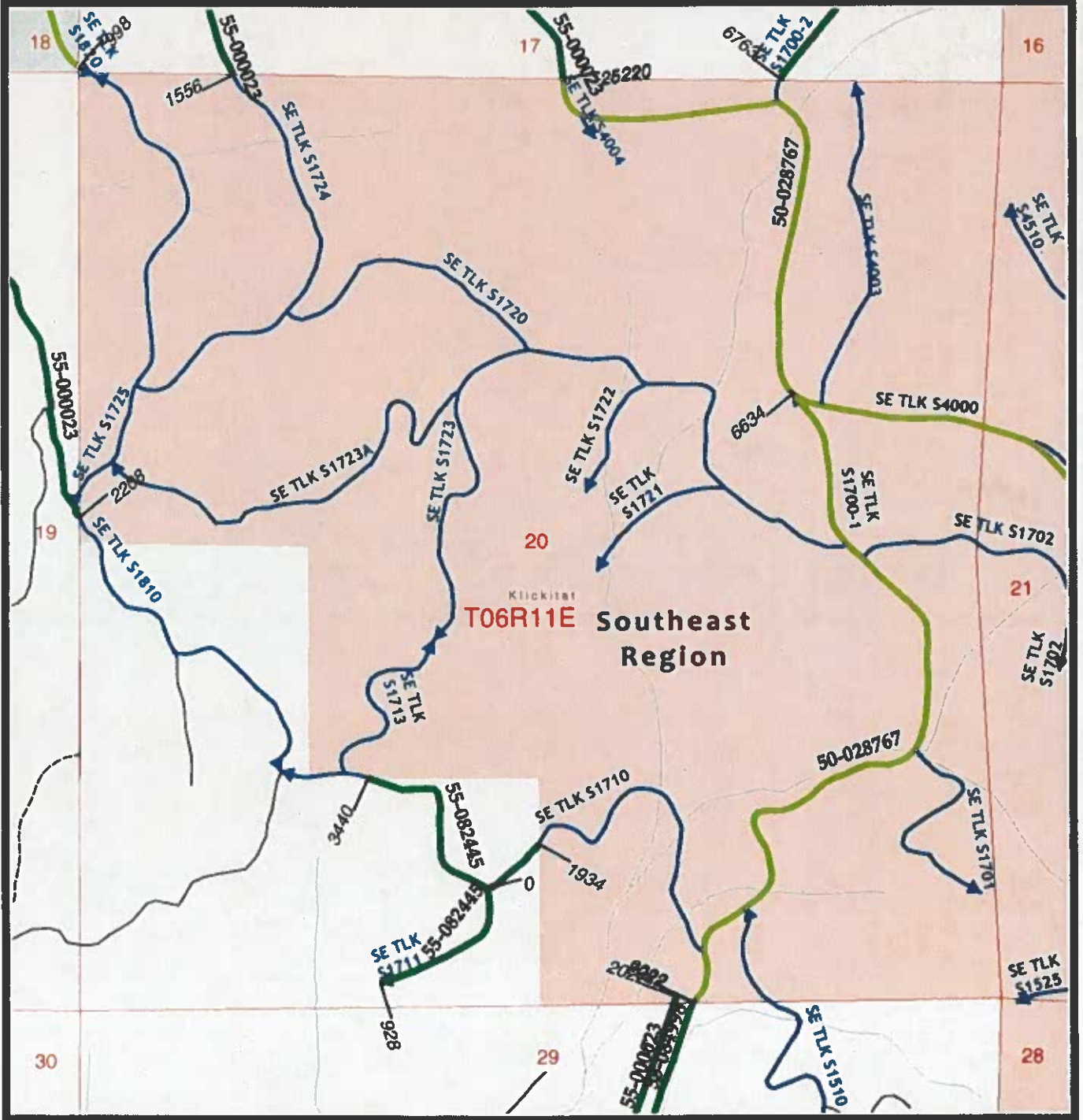
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

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- Merged in Title

DNR Routes

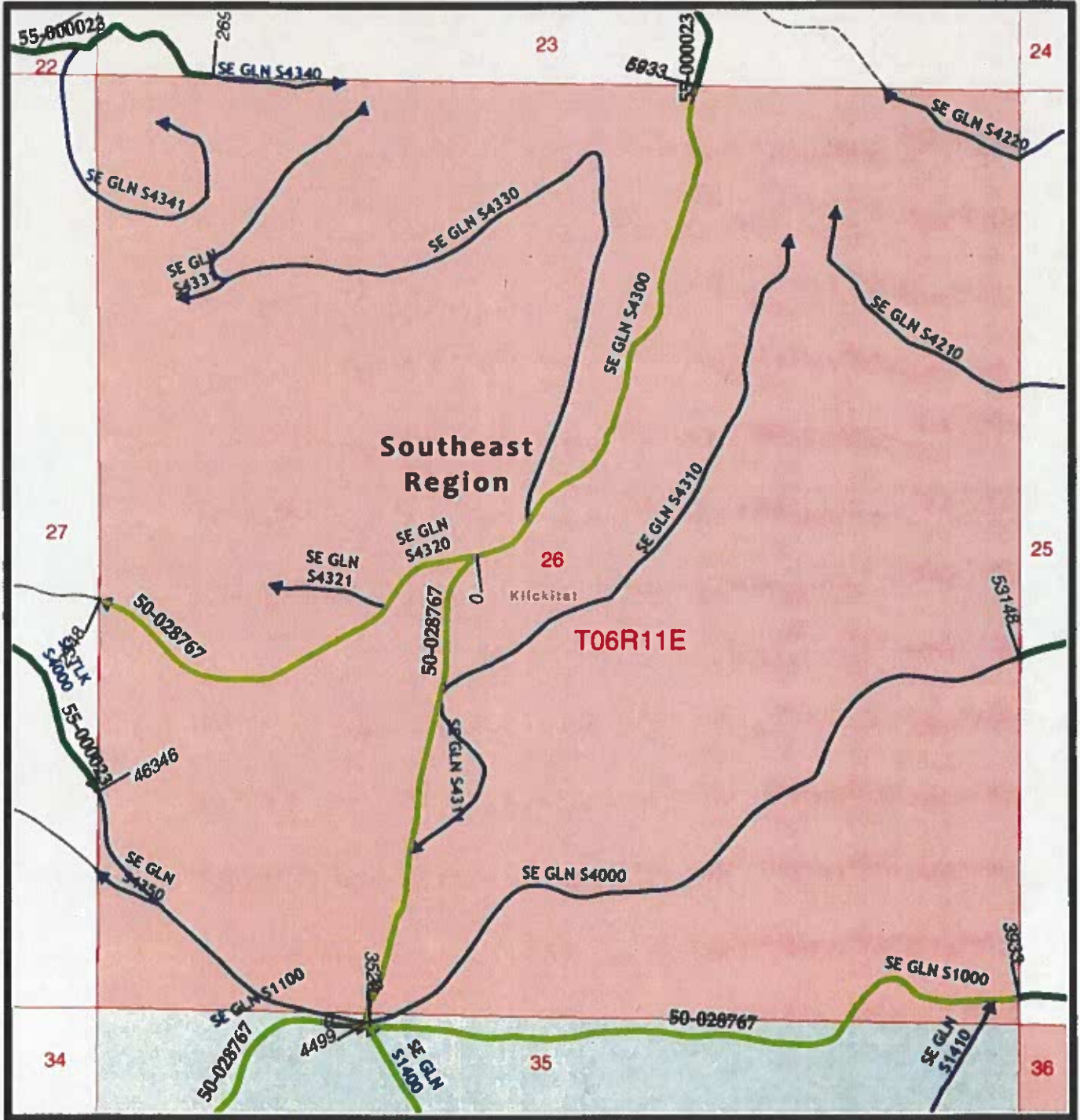
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

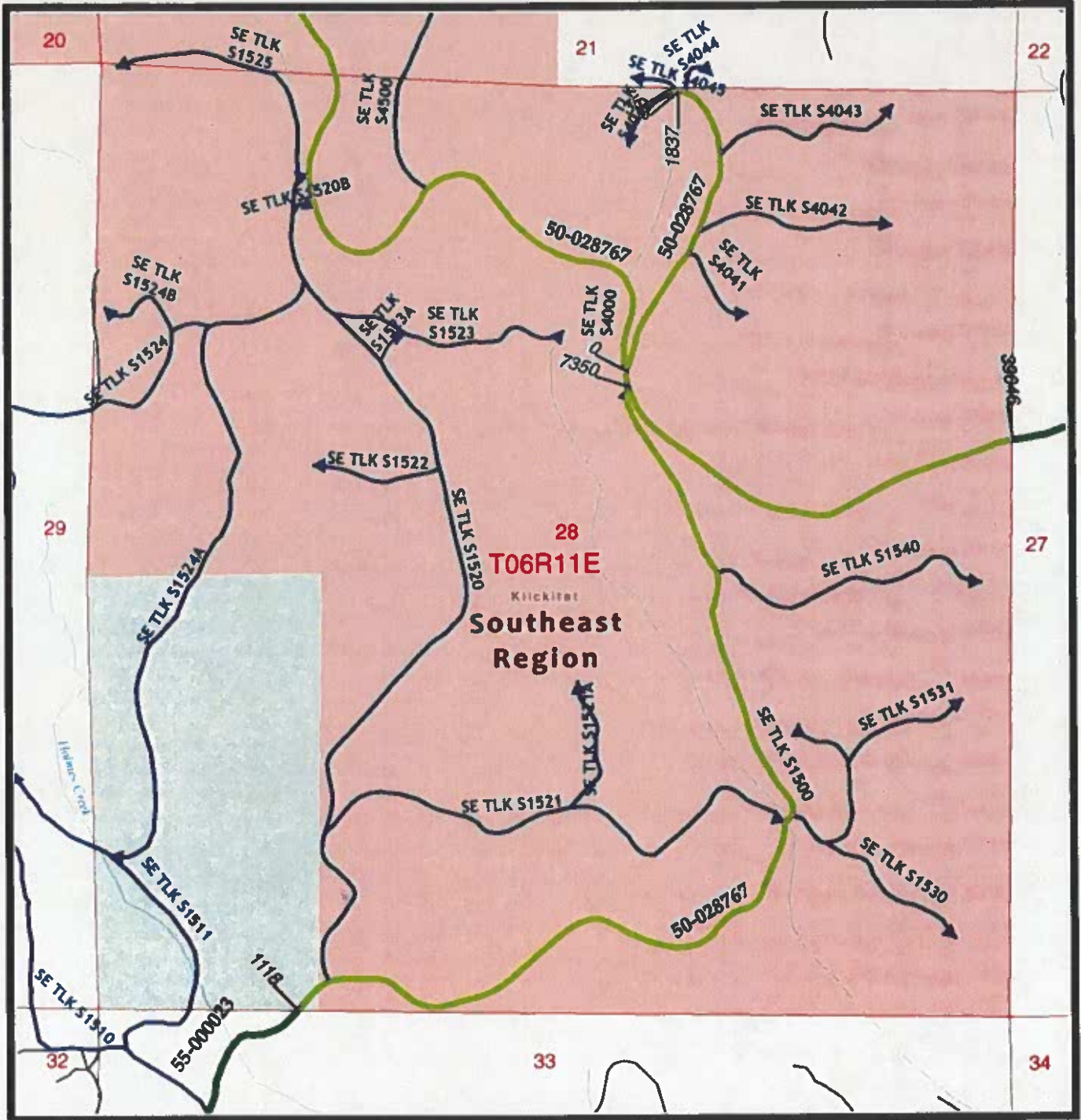
- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



- Right of Way Easements Grant Codes**
- Acquired by DNR
 - Granted to Other
 - Merged in Title
- DNR Routes**
- ➔ Route Direction

- Roads by USGS Class**
- Primary Highway/All-Weather/Hard Surface
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 - Unimproved Road/Fair or Dry Weather
 - 4 wheel drive

- DNR Managed Lands Surface Lands**
- Granted Trust Lands
 - Forest Board Trust Lands
 - NAP / NRCA
 - Other DNR-Managed Lands



Right of Way Easements Grant Codes

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- Granted to Other
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DNR Routes

- ➔ Route Direction

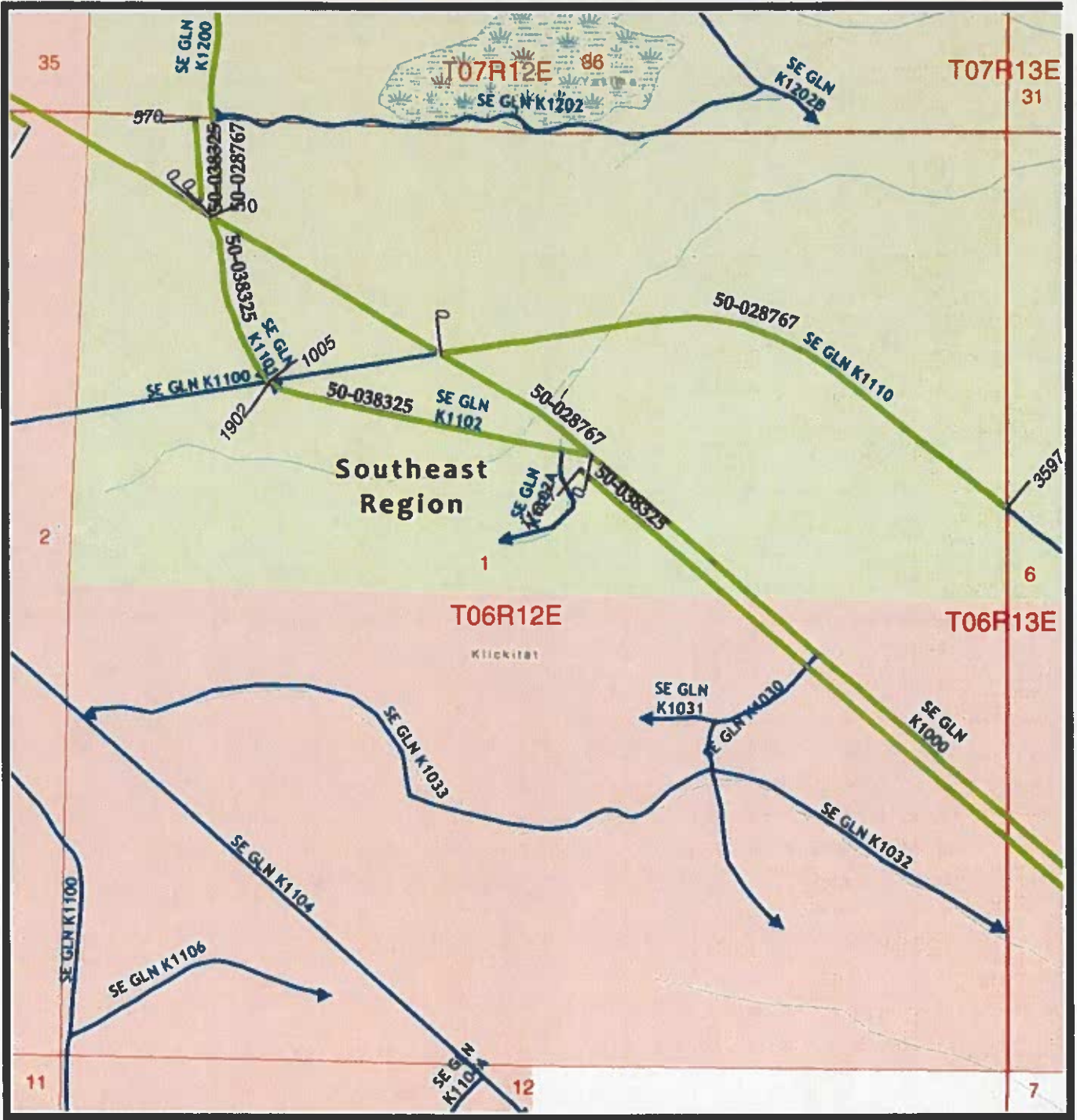
Roads by USGS Class

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- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- 4 wheel drive

DNR Managed Lands

Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- █ Acquired by DNR
- █ Granted to Other
- █ Merged in Title

DNR Routes

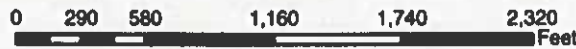
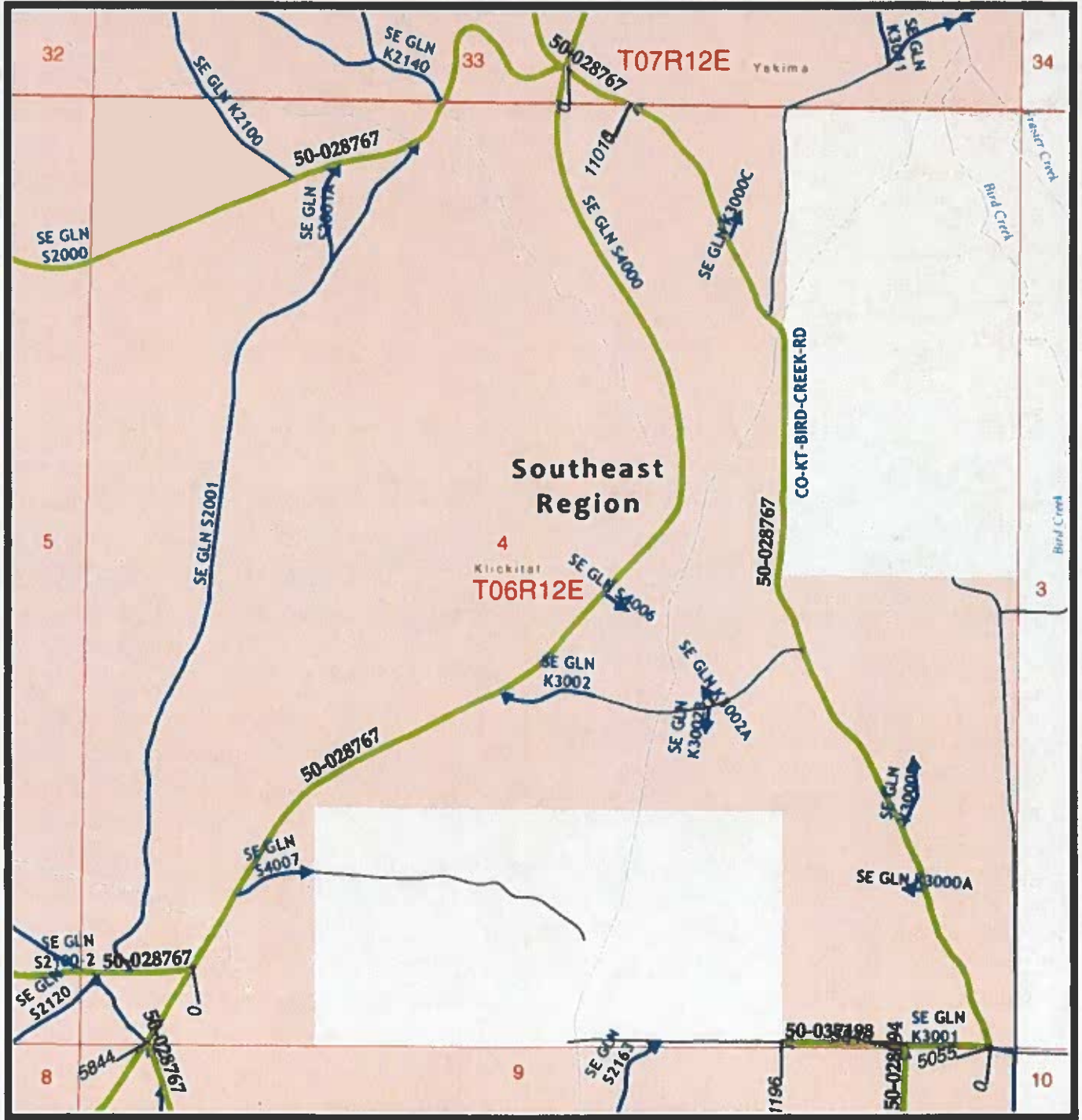
- ➔ Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- █ Granted Trust Lands
- █ Forest Board Trust Lands
- █ NAP / NRCA
- █ Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

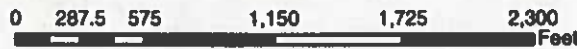
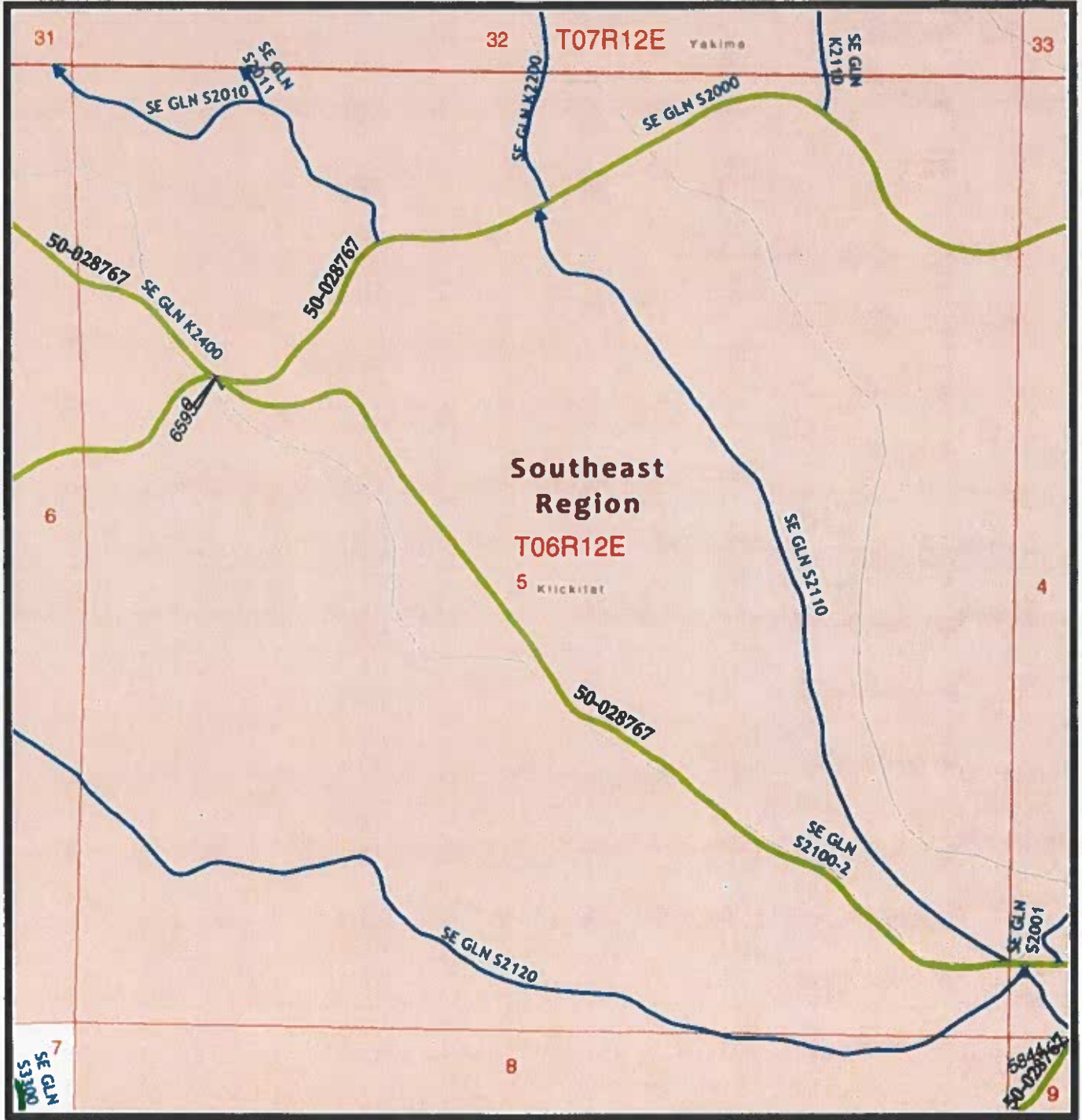
- ➔ Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Right of Way Easements Grant Codes

- Acquired by DNR
- Granted to Other
- Merged In Title

DNR Routes

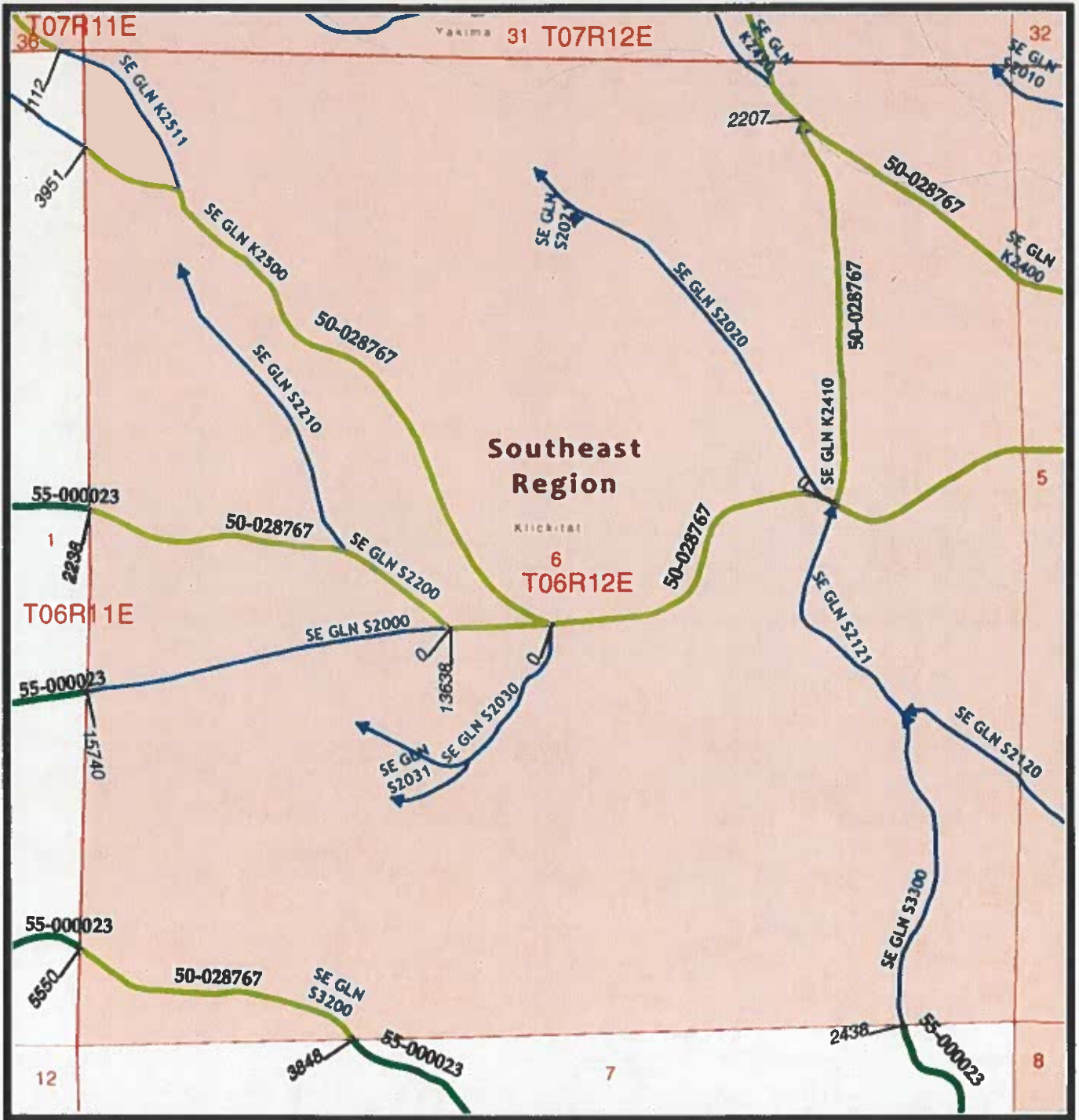
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
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- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

DNR Managed Lands Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
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- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
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- Merged in Title

DNR Routes

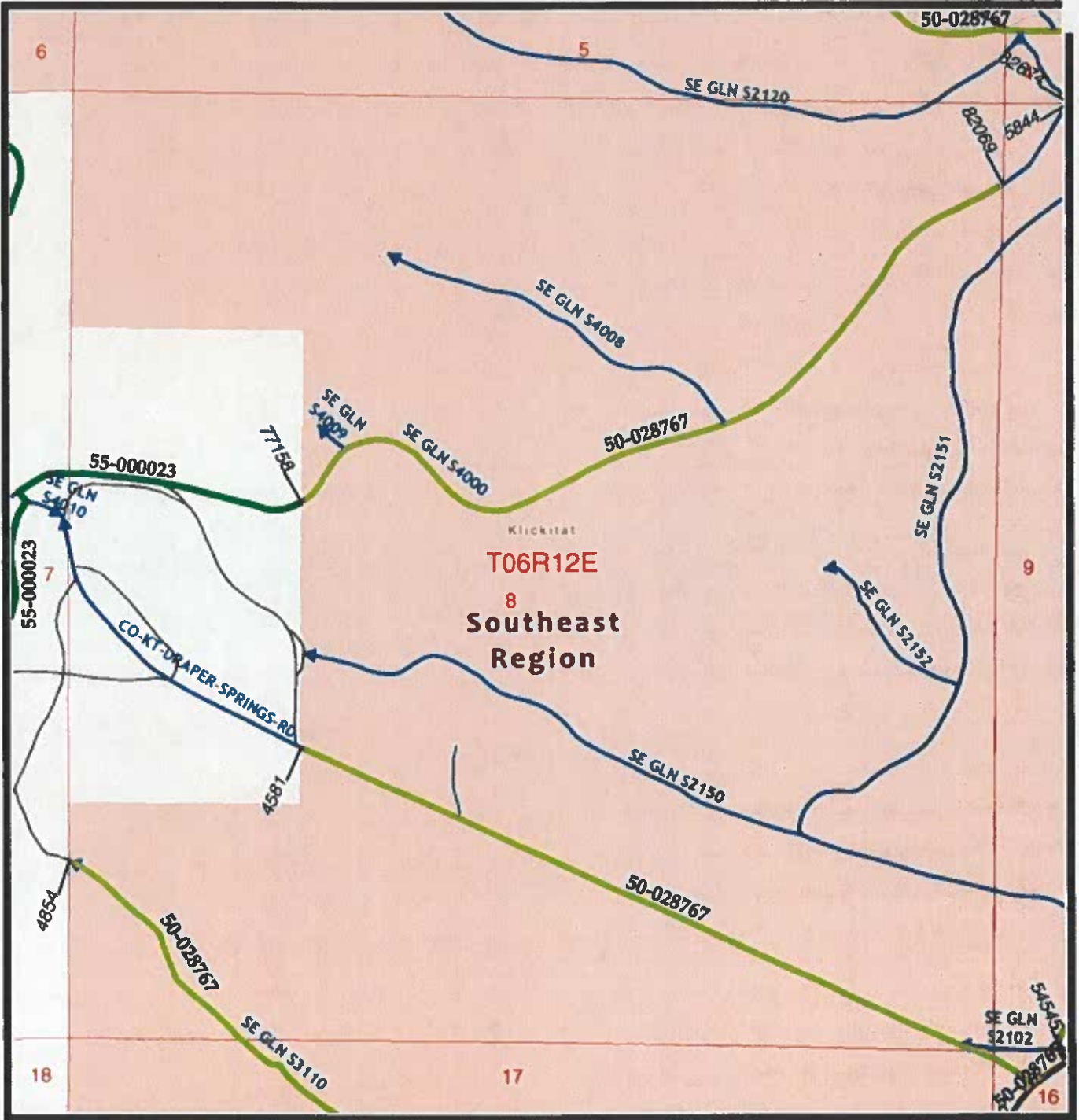
- ➔ Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Right of Way Easements Grant Codes

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

- Route Direction

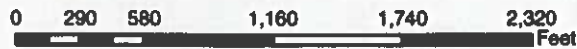
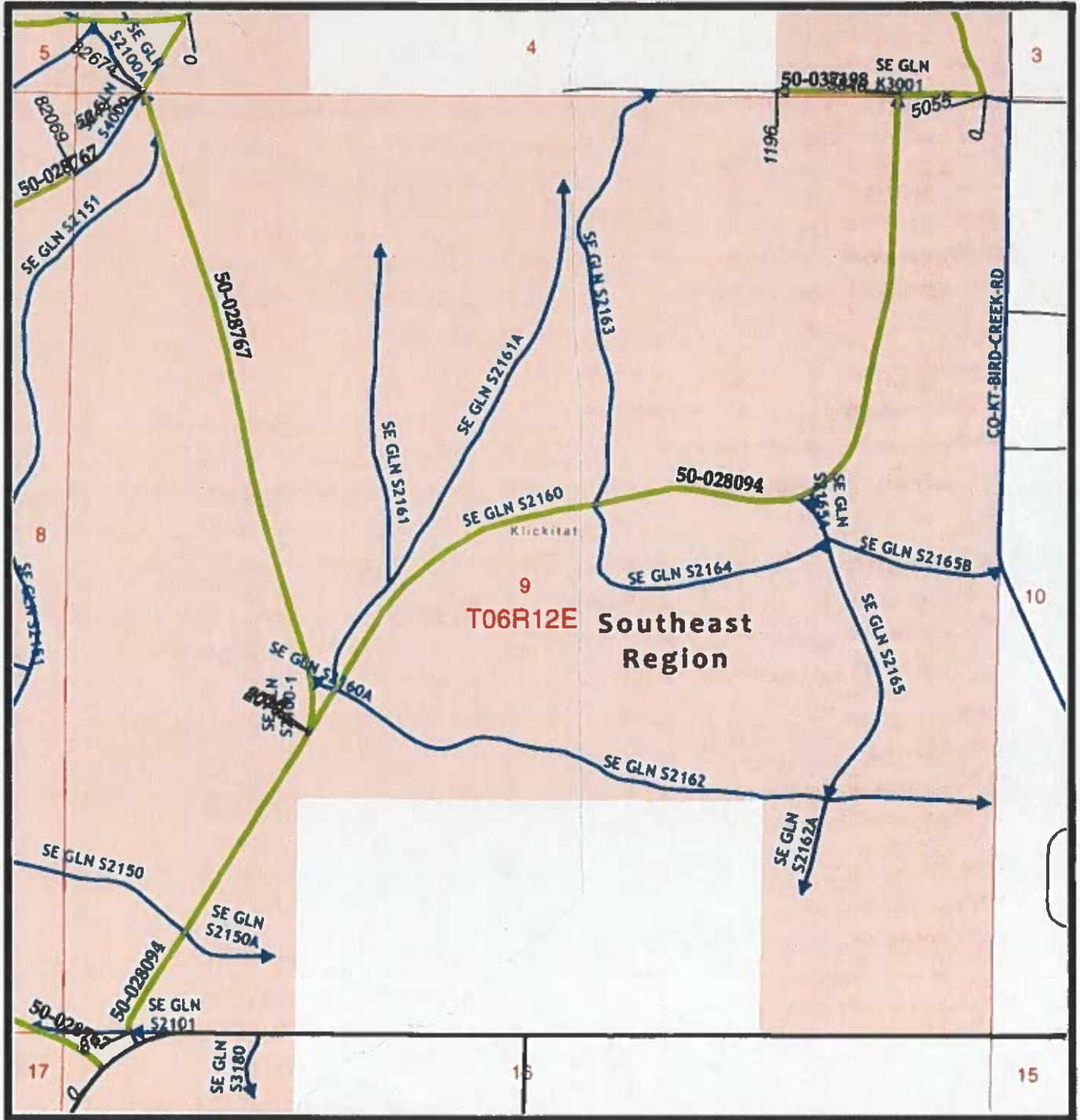
Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

DNR Managed Lands

Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

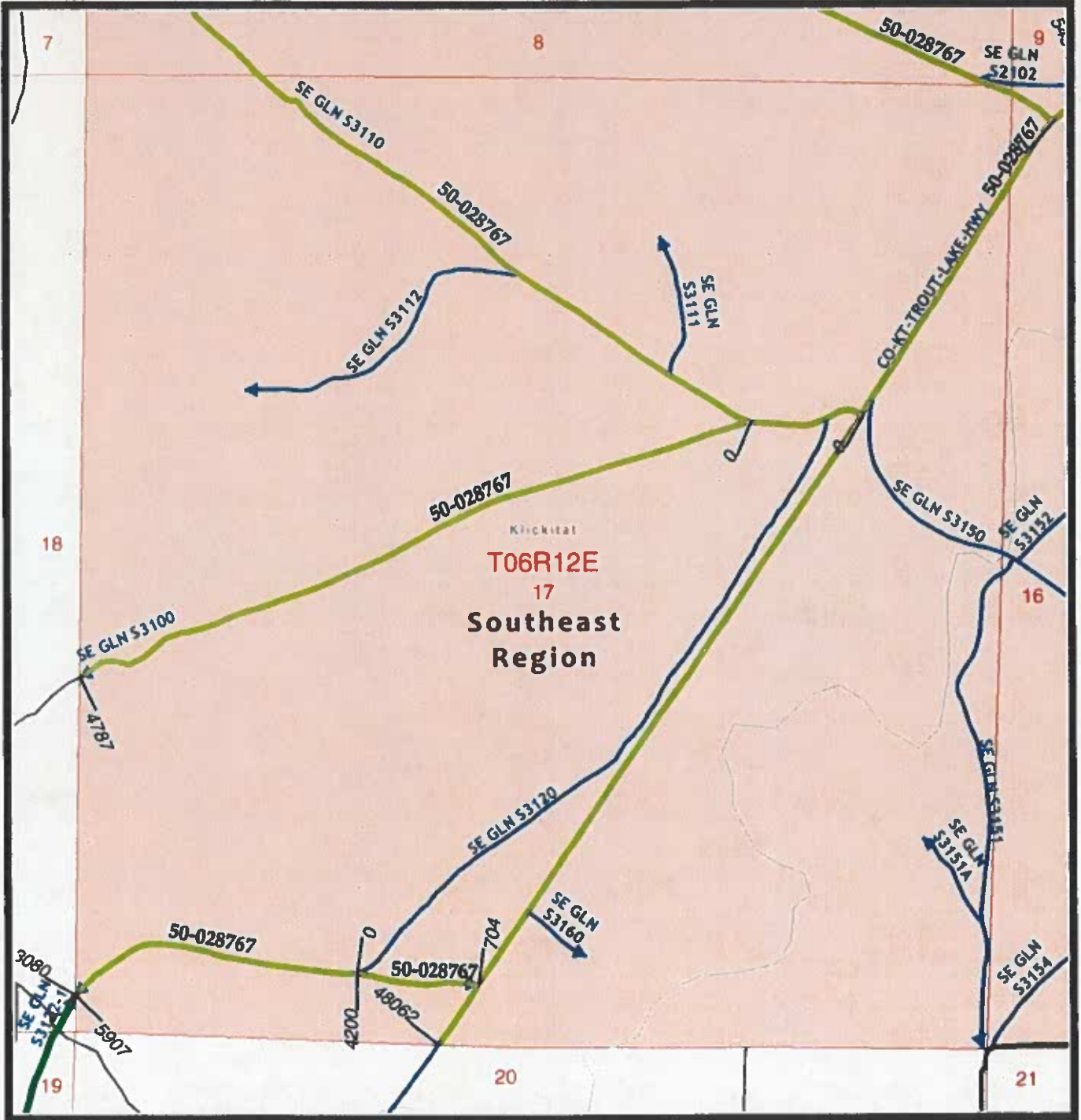
- ➔ Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
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**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Right of Way Easements Grant Codes

- Acquired by DNR
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- Merged in Title

DNR Routes

- Route Direction

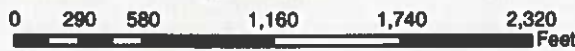
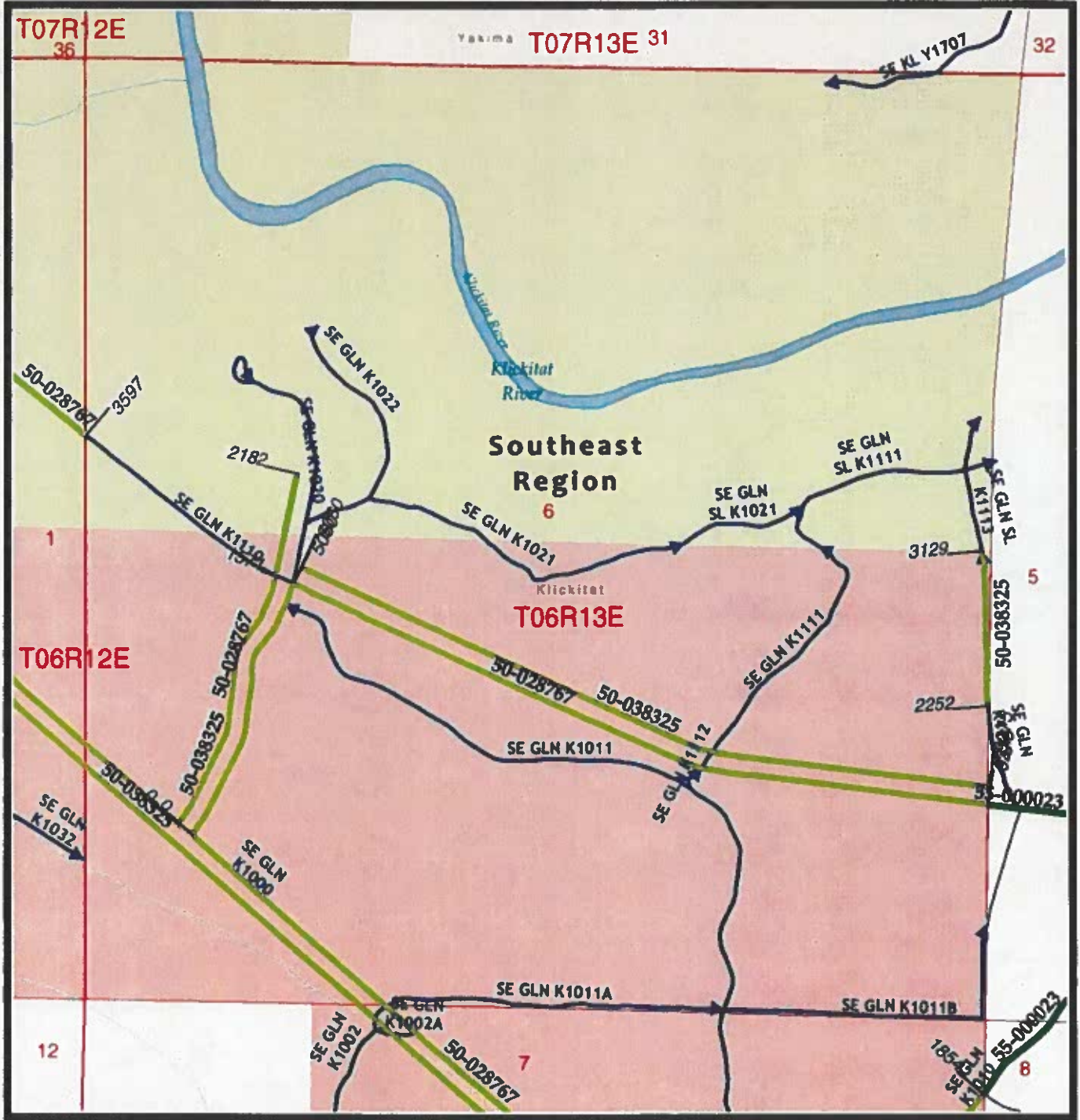
Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
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DNR Managed Lands

Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

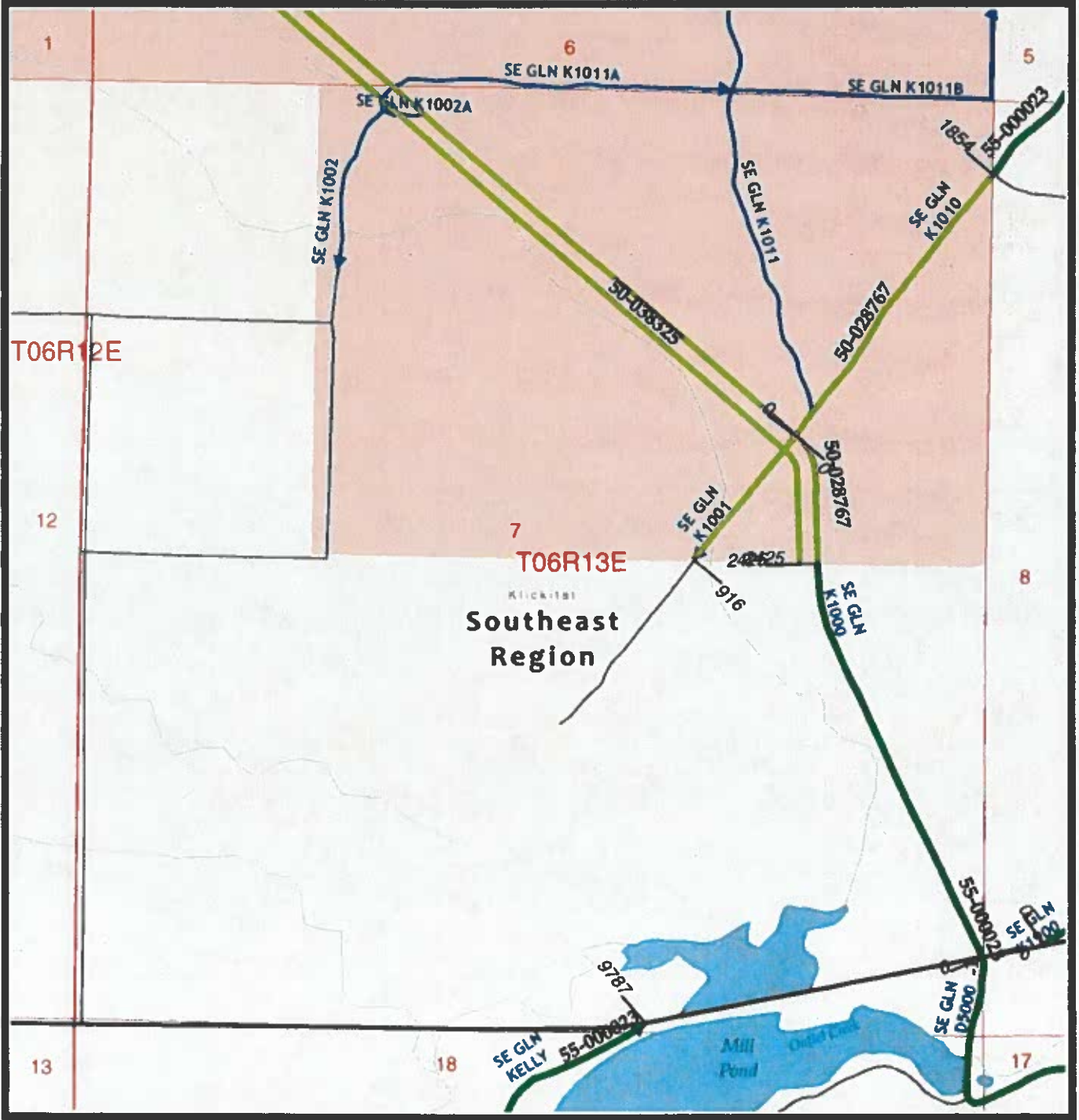
- Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
- Granted to Other
- Merged in Title

DNR Routes

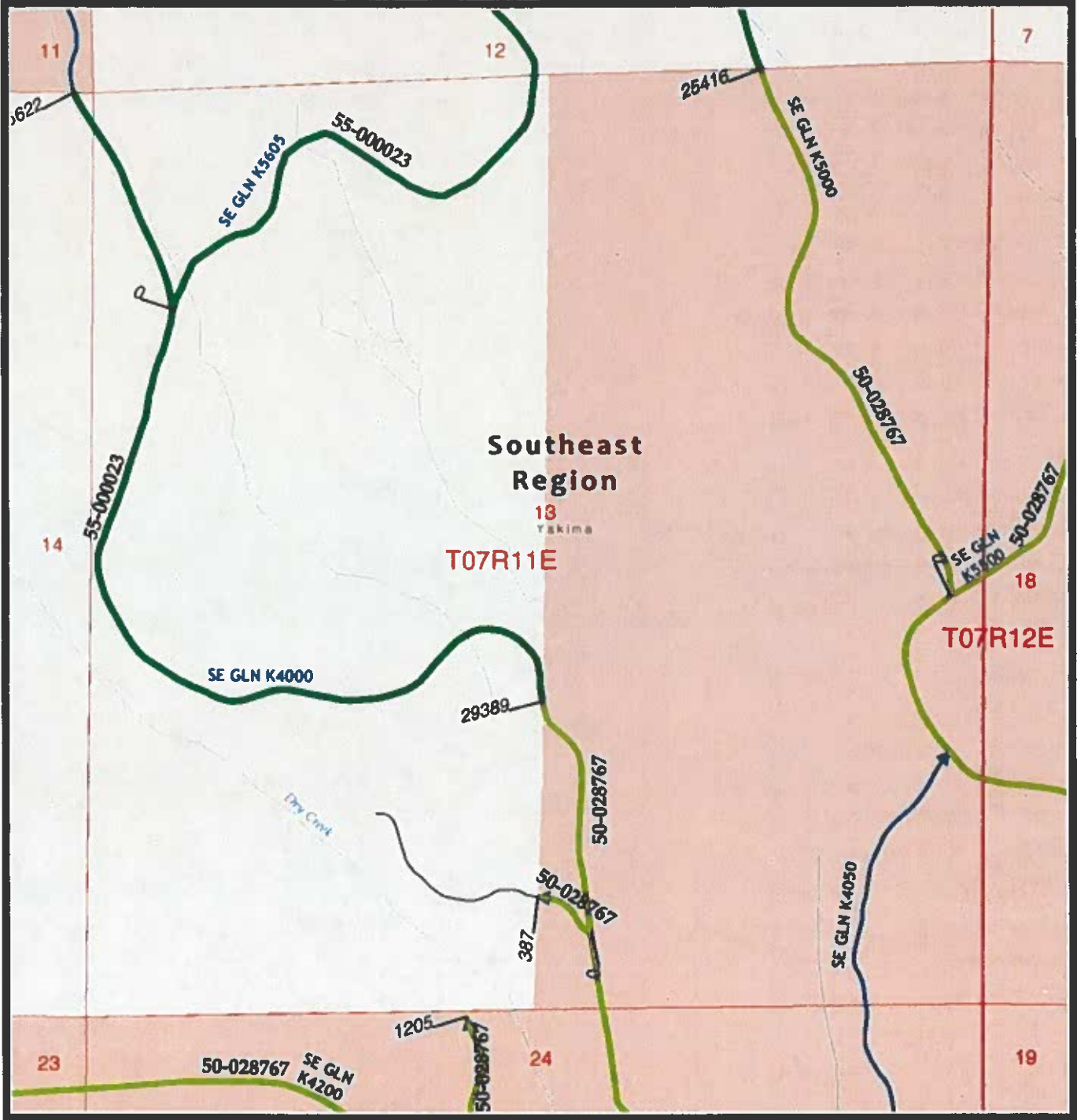
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Roads by USGS Class

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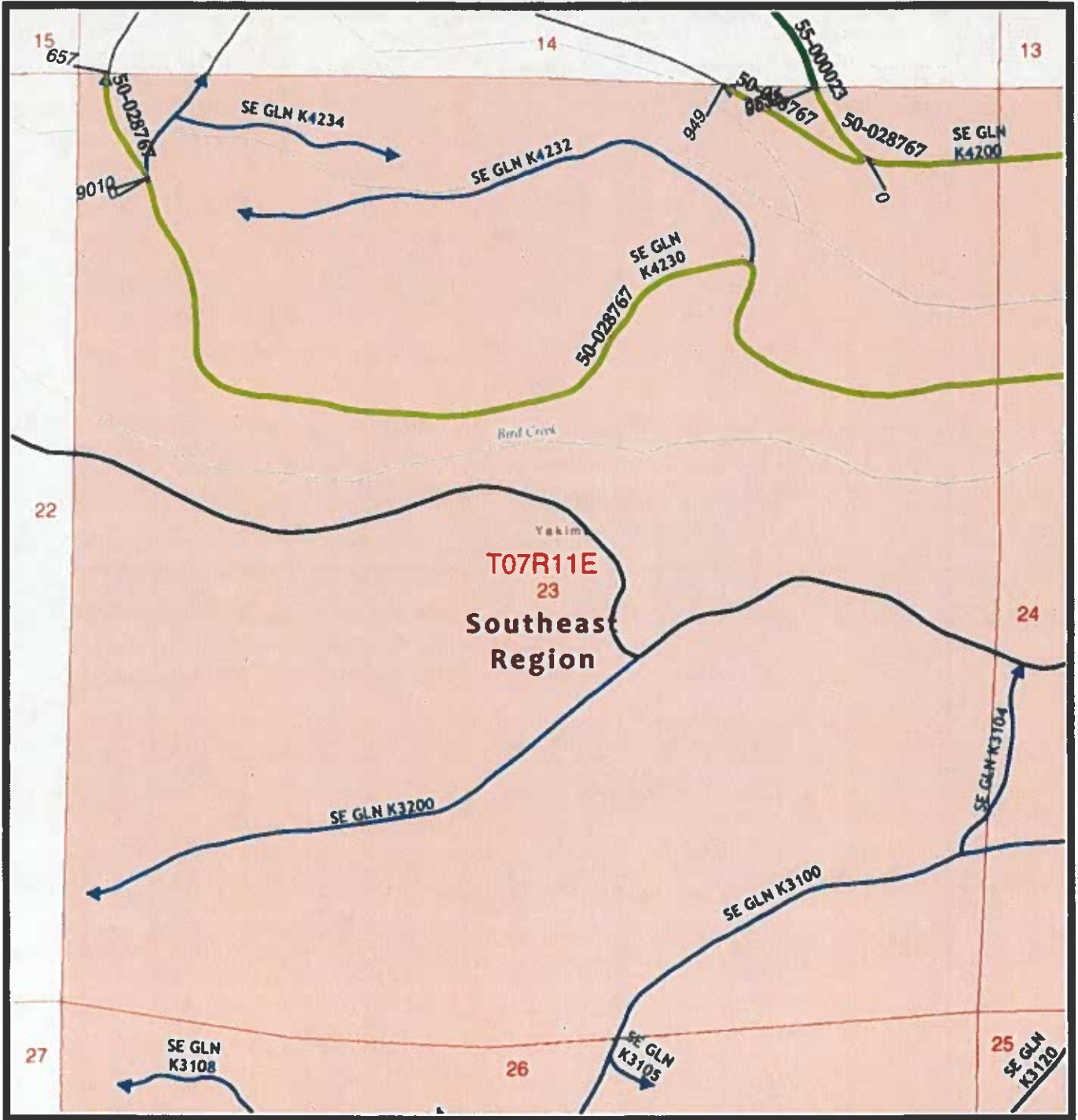
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DNR Managed Lands

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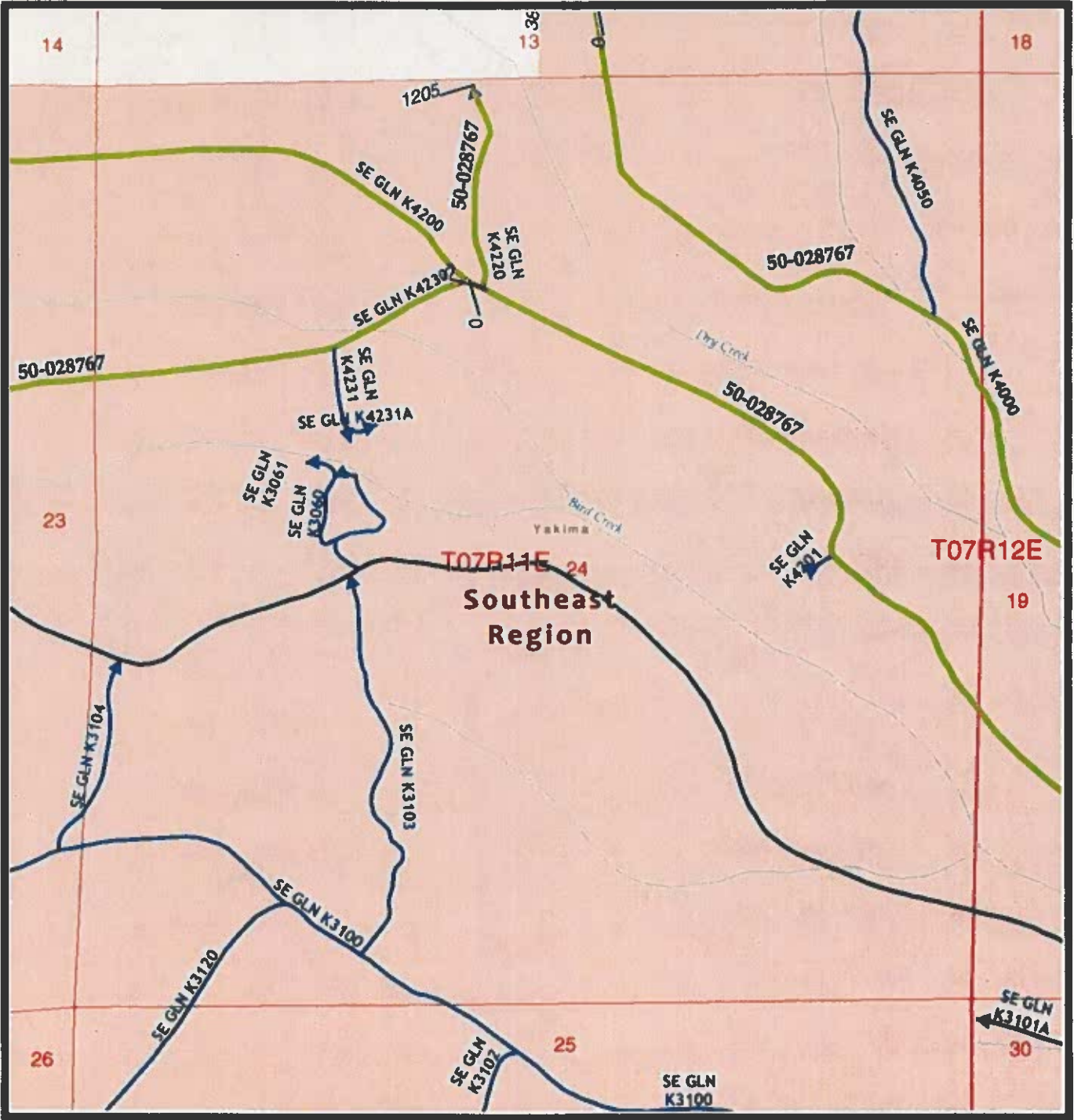
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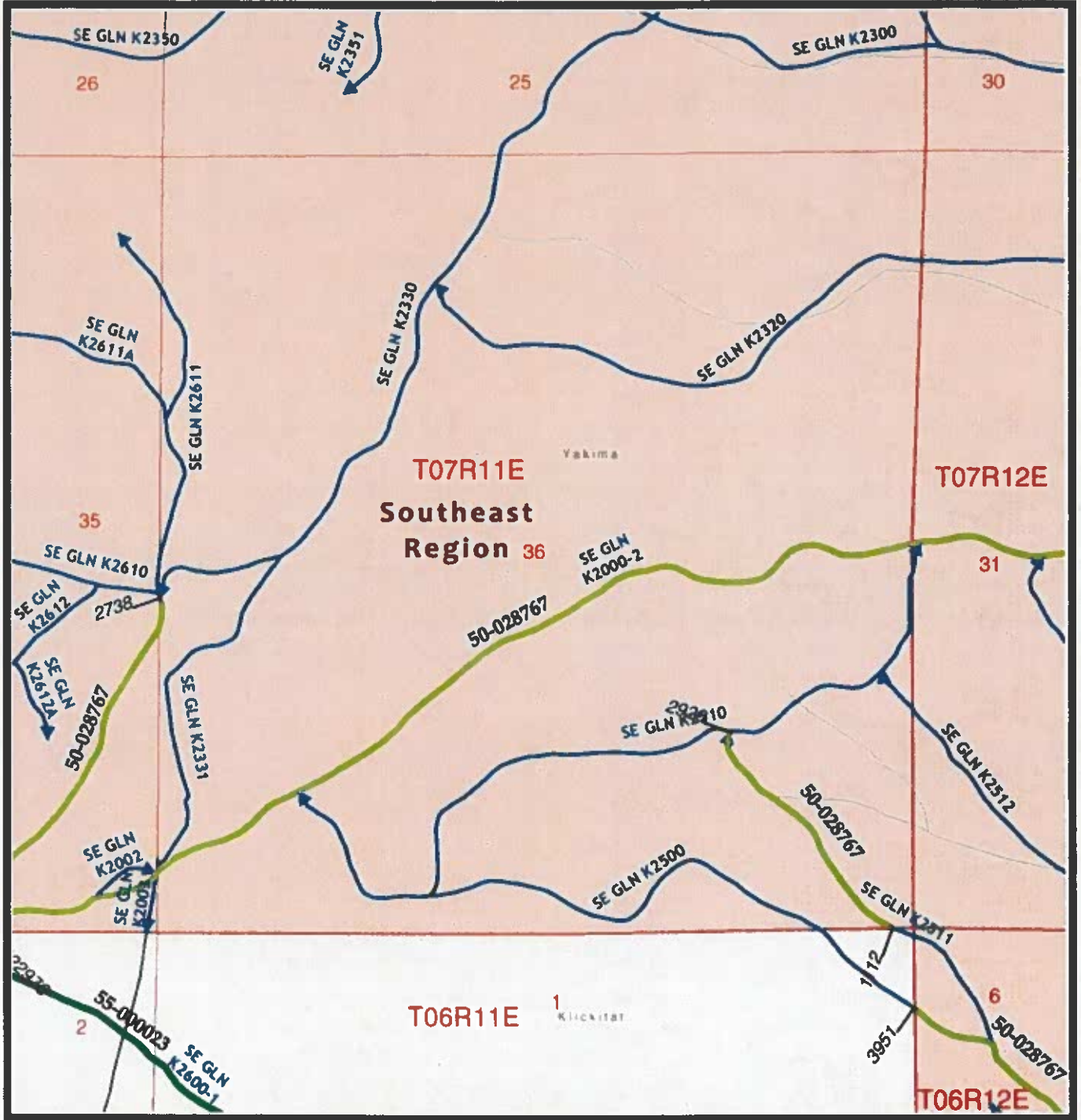
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- Unimproved Road/Fair or Dry Weather
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DNR Managed Lands

Surface Lands

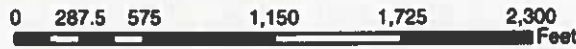
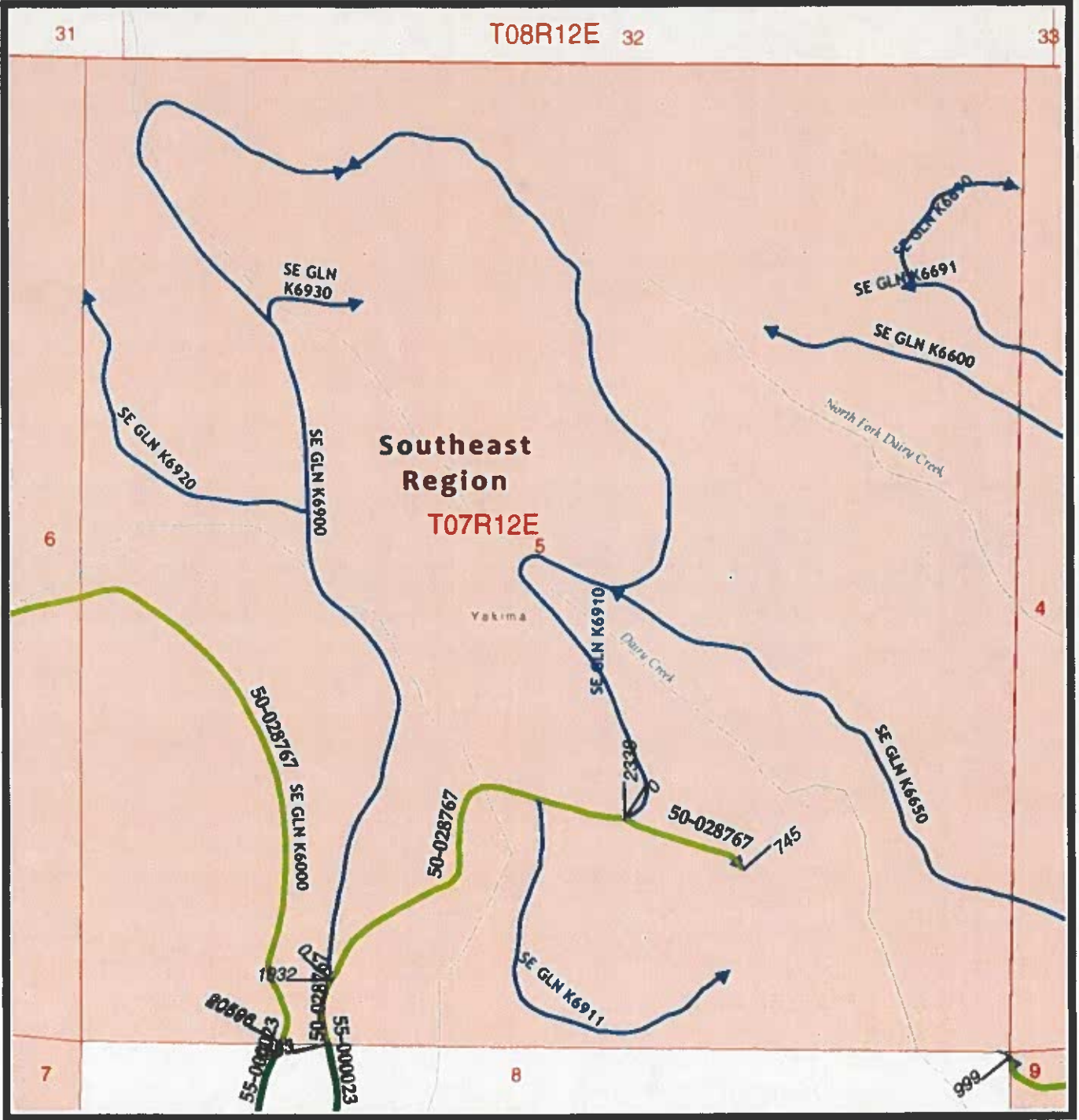
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- Right of Way Easements Grant Codes**
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- DNR Routes**
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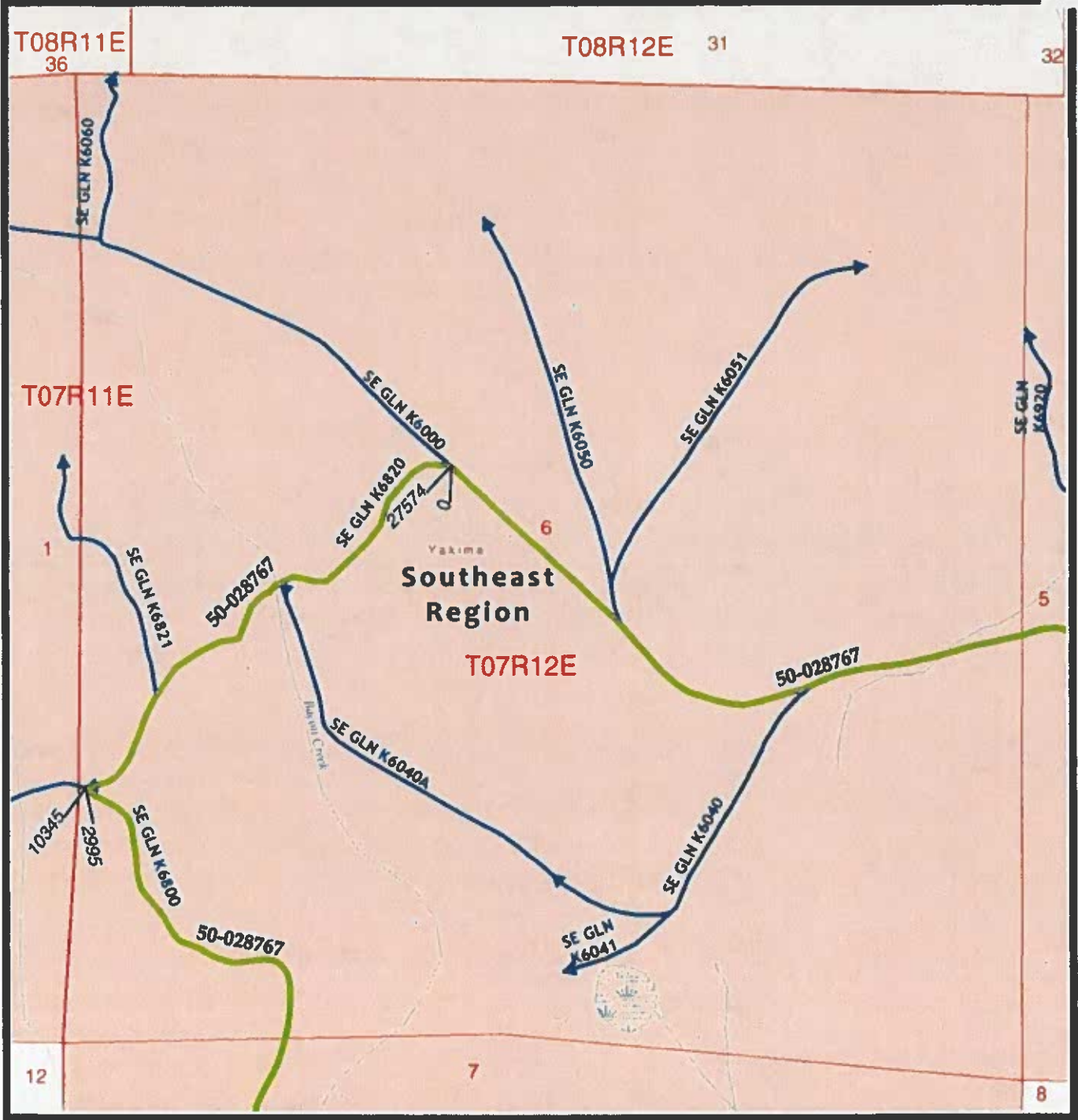
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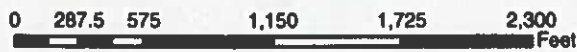
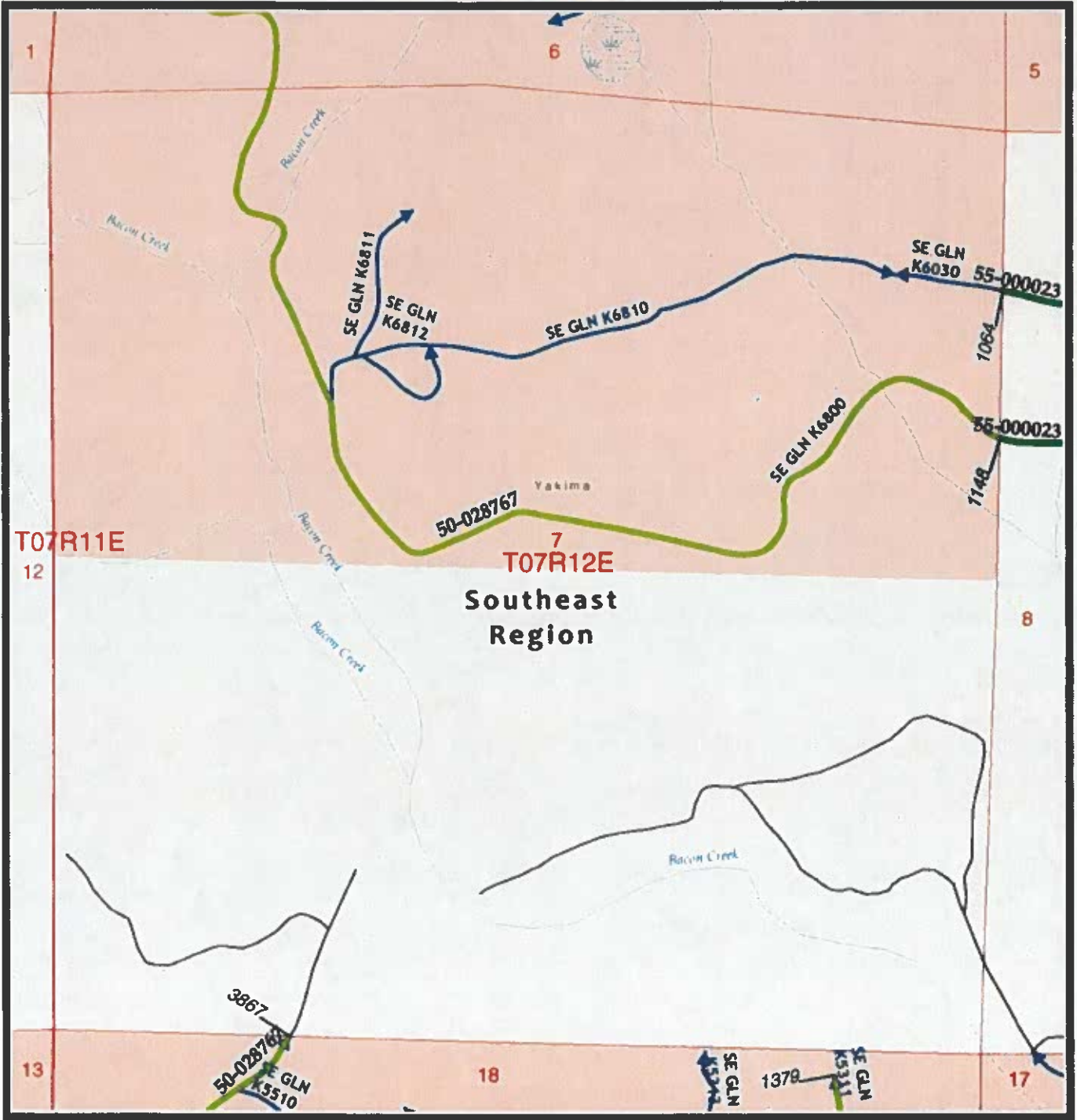
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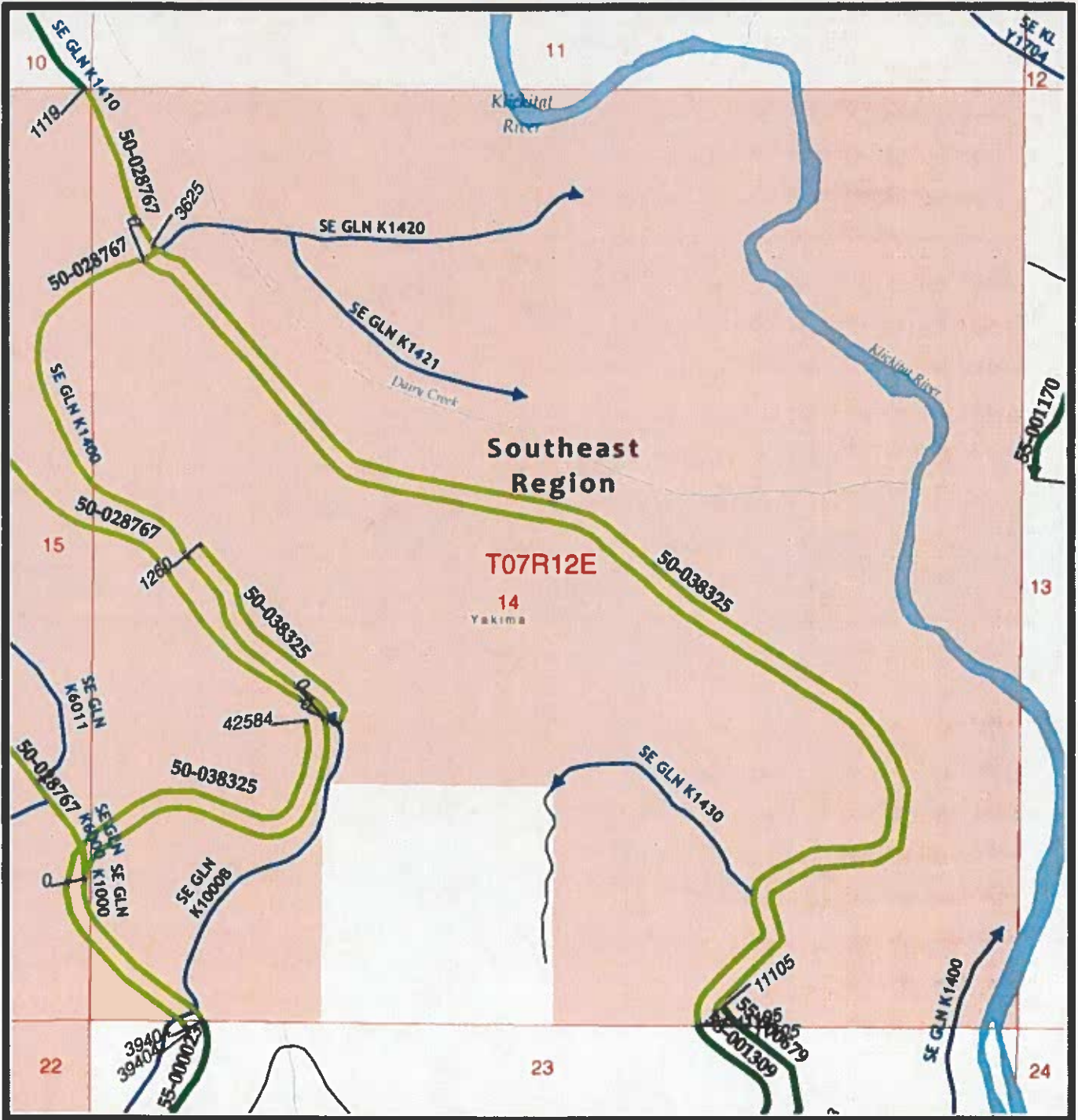
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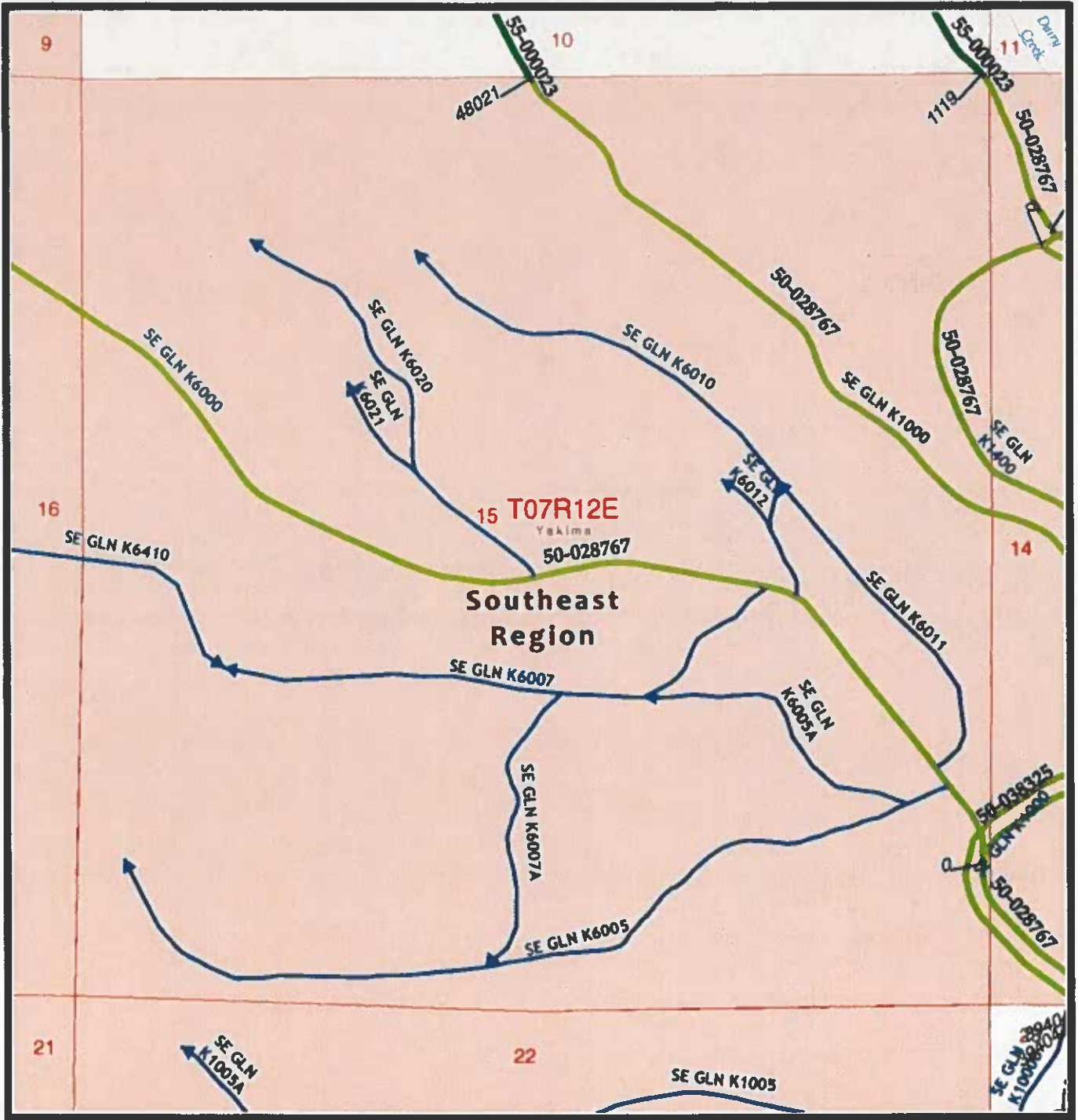
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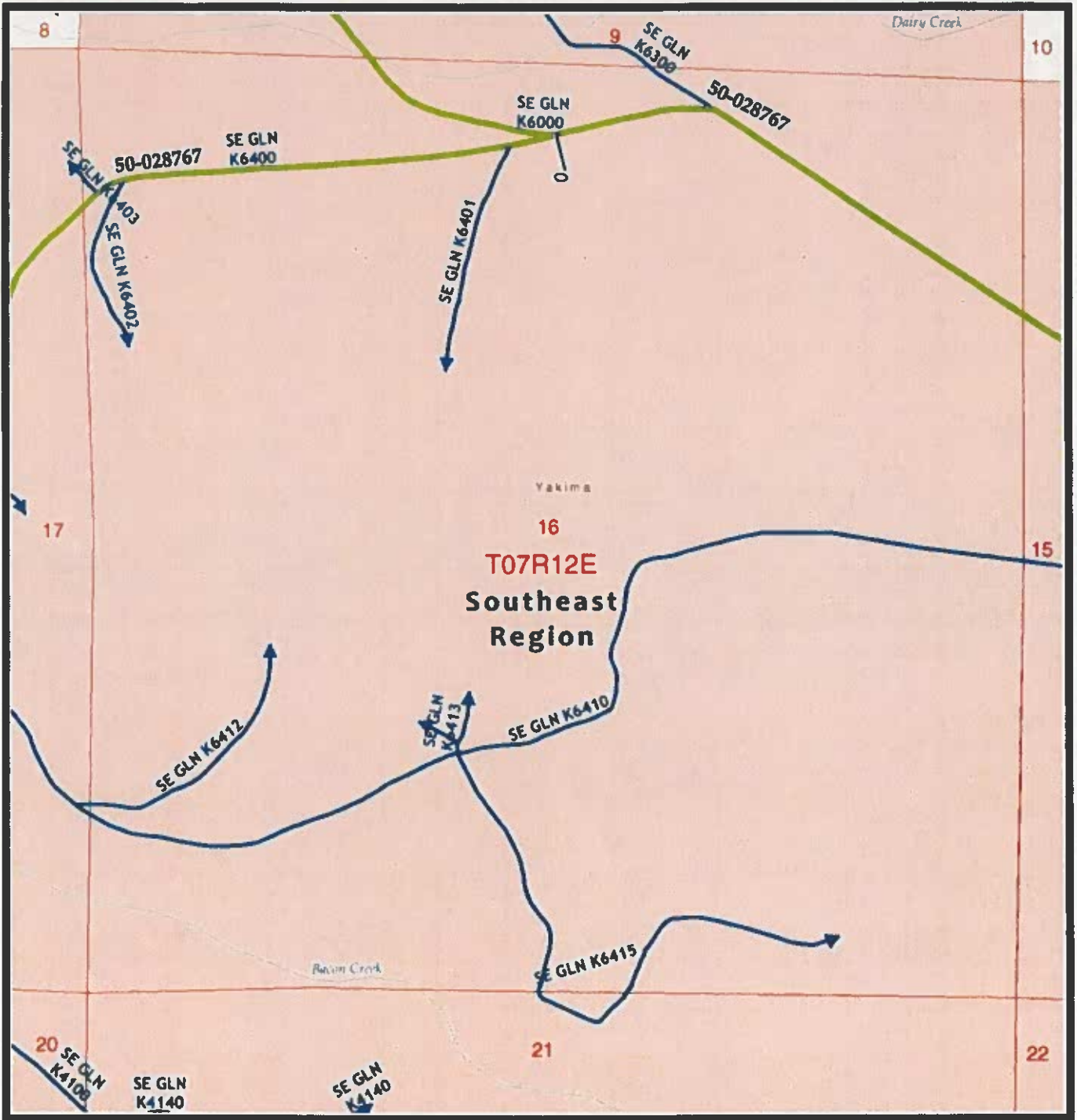
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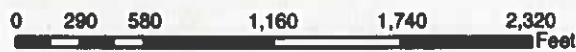
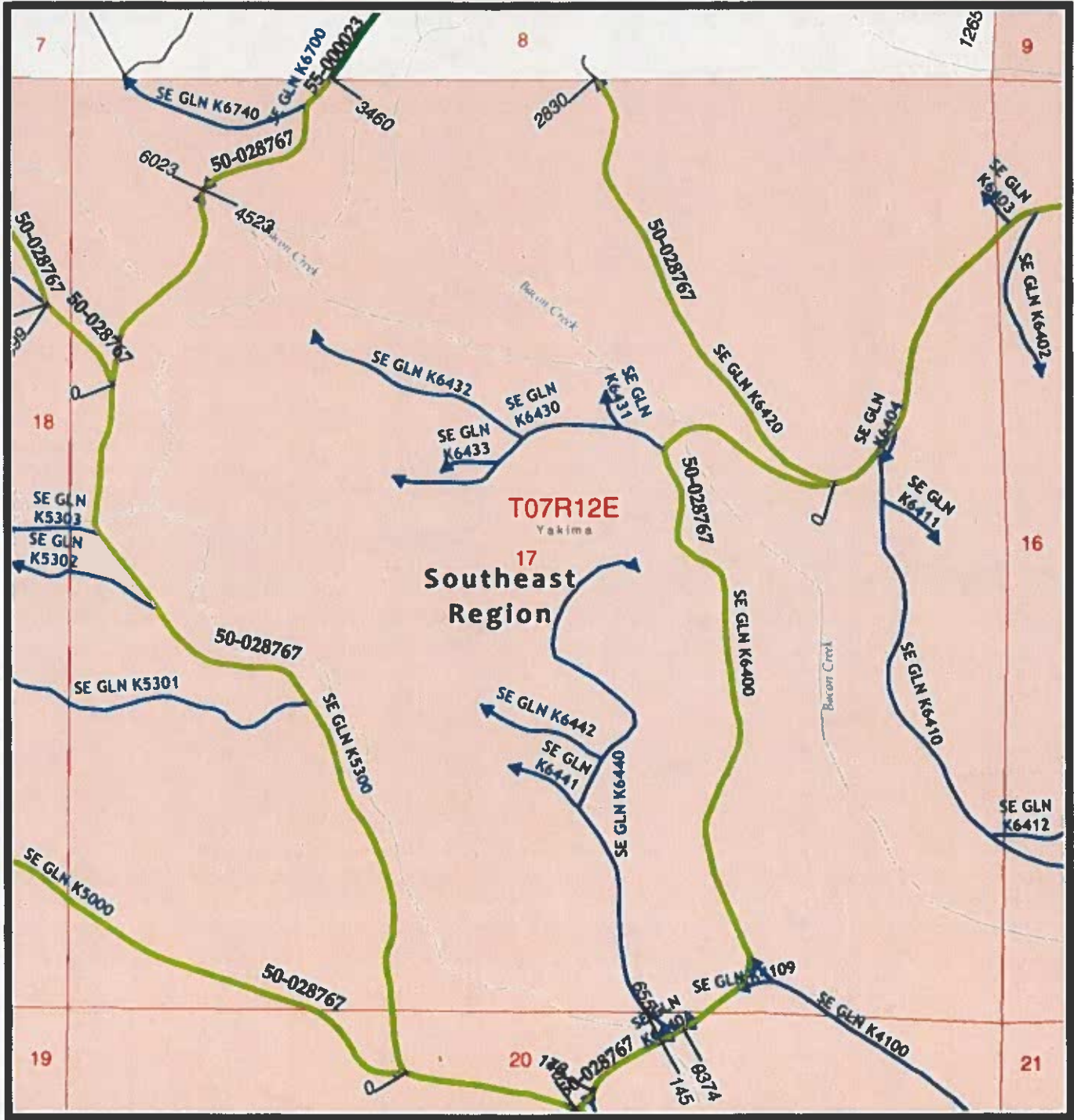
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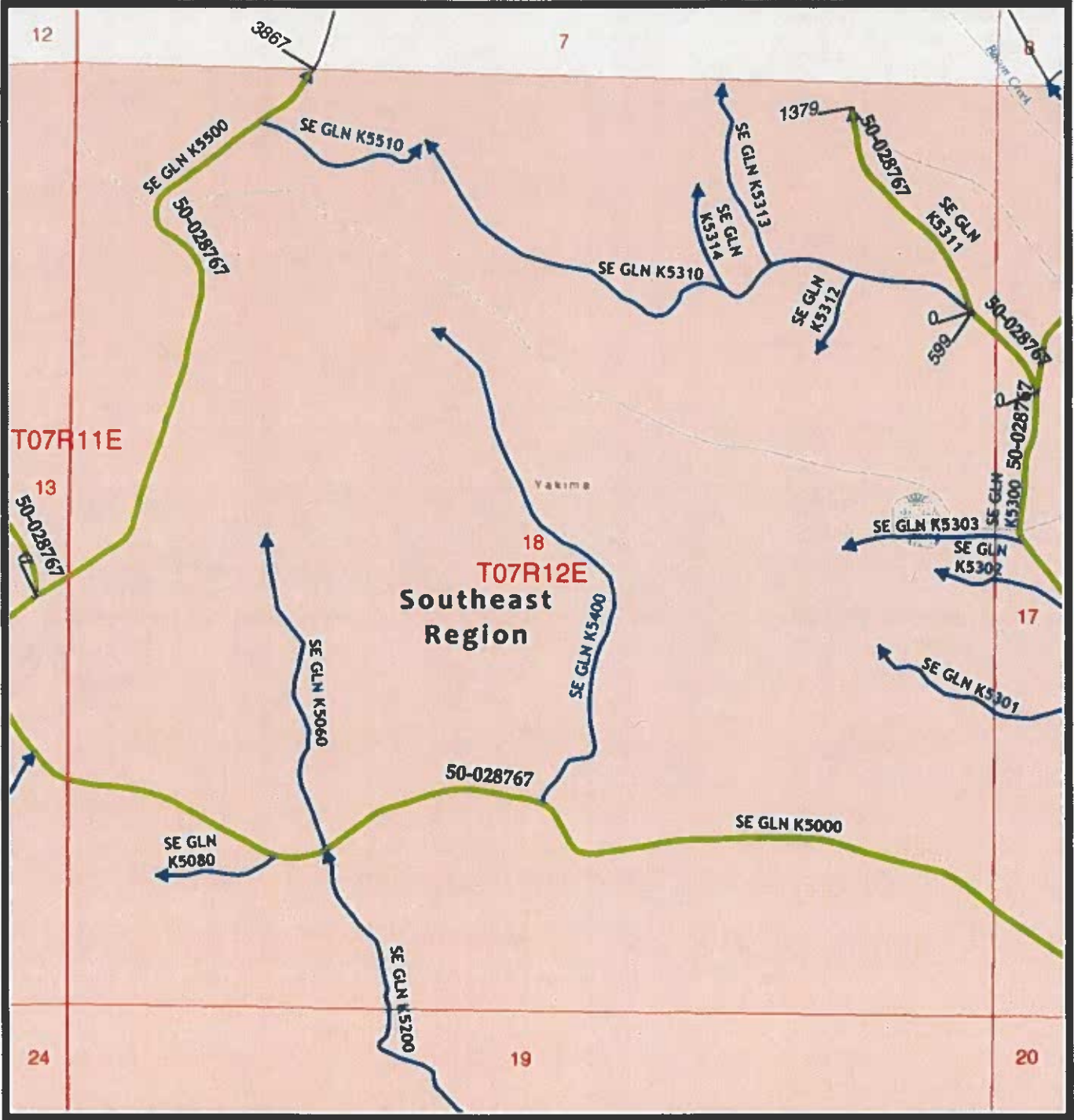
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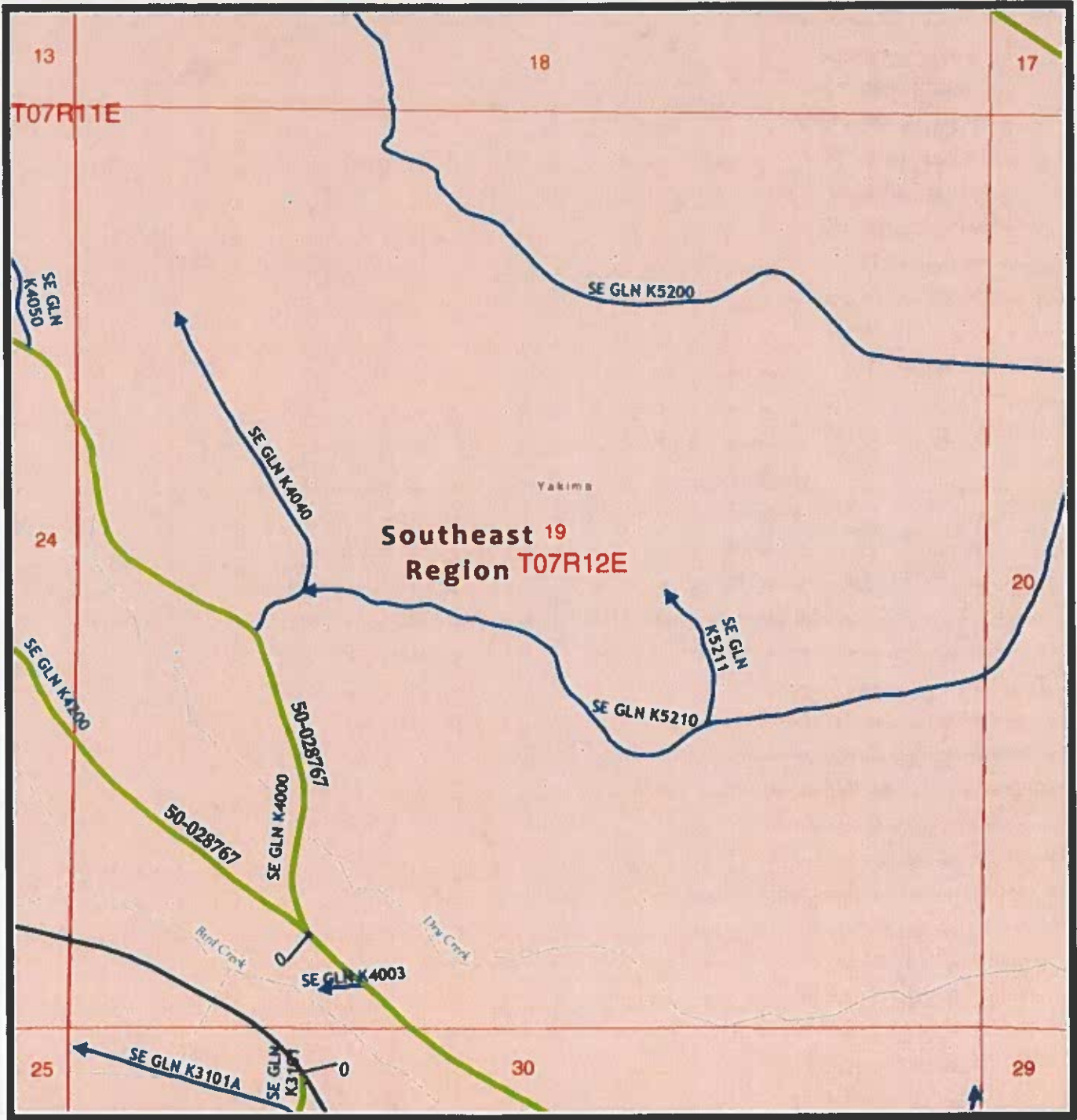
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0 295 590 1,180 1,770 2,360 Feet

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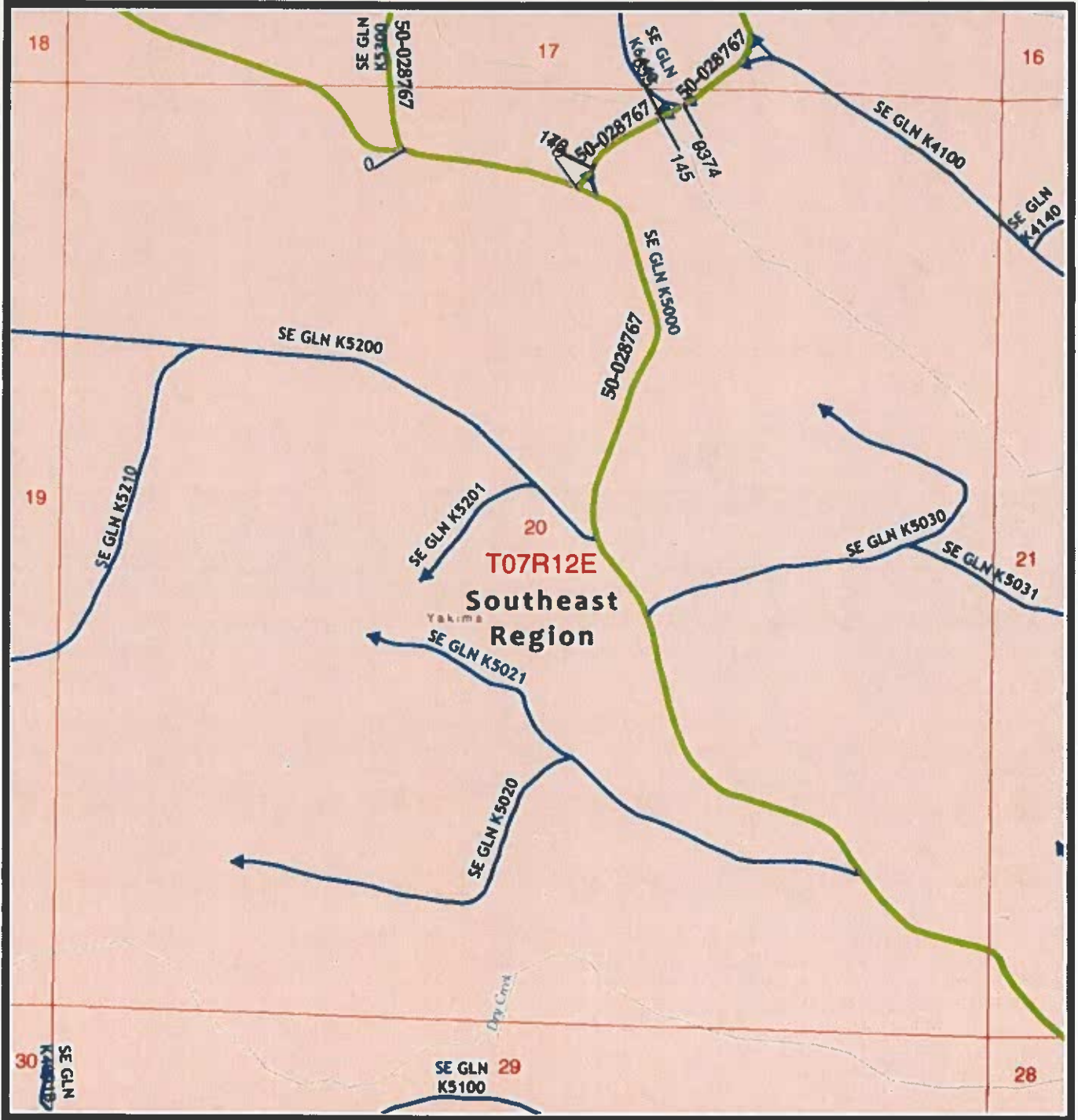
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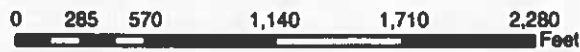
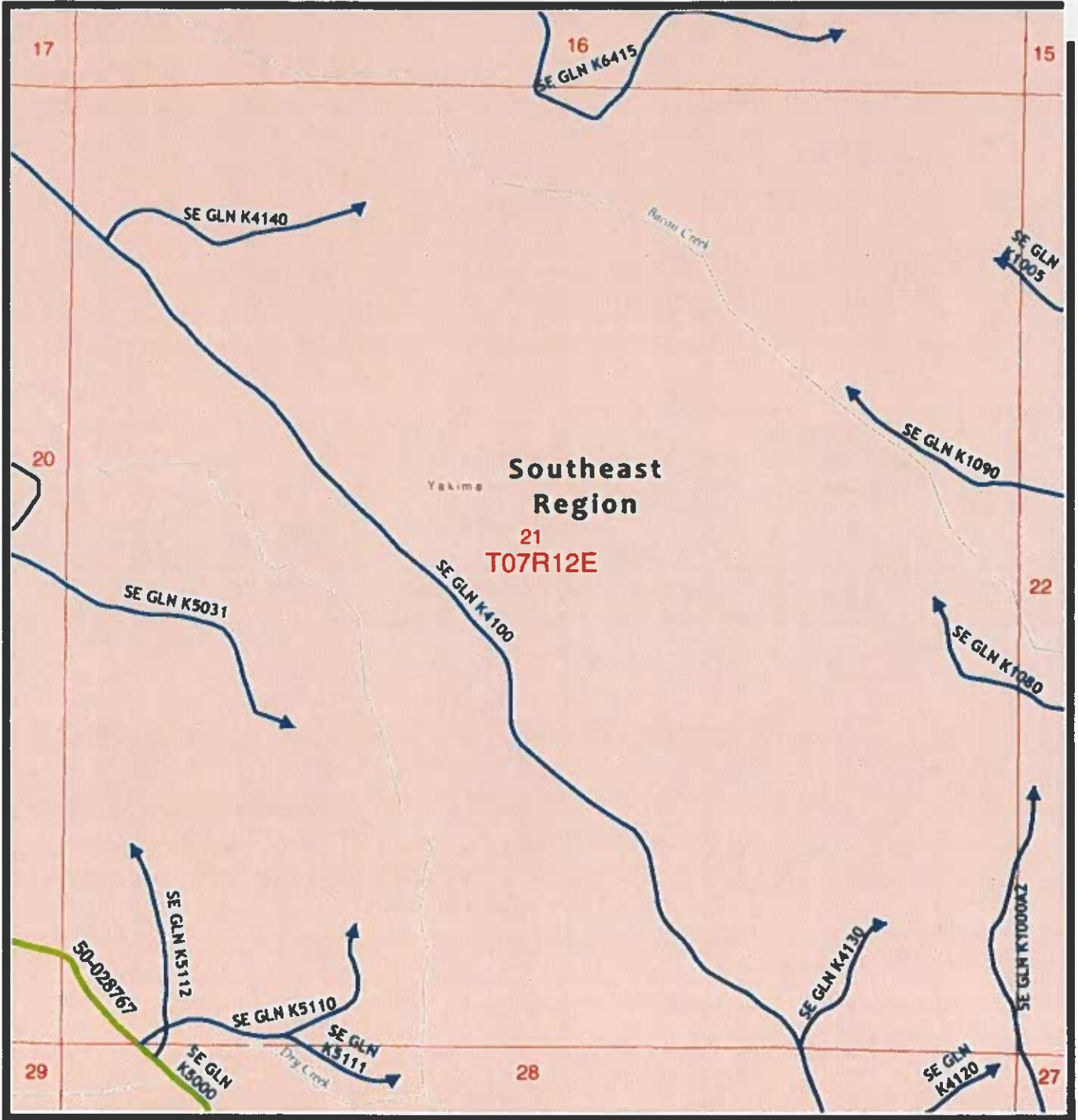
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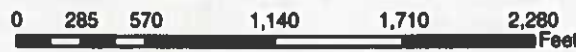
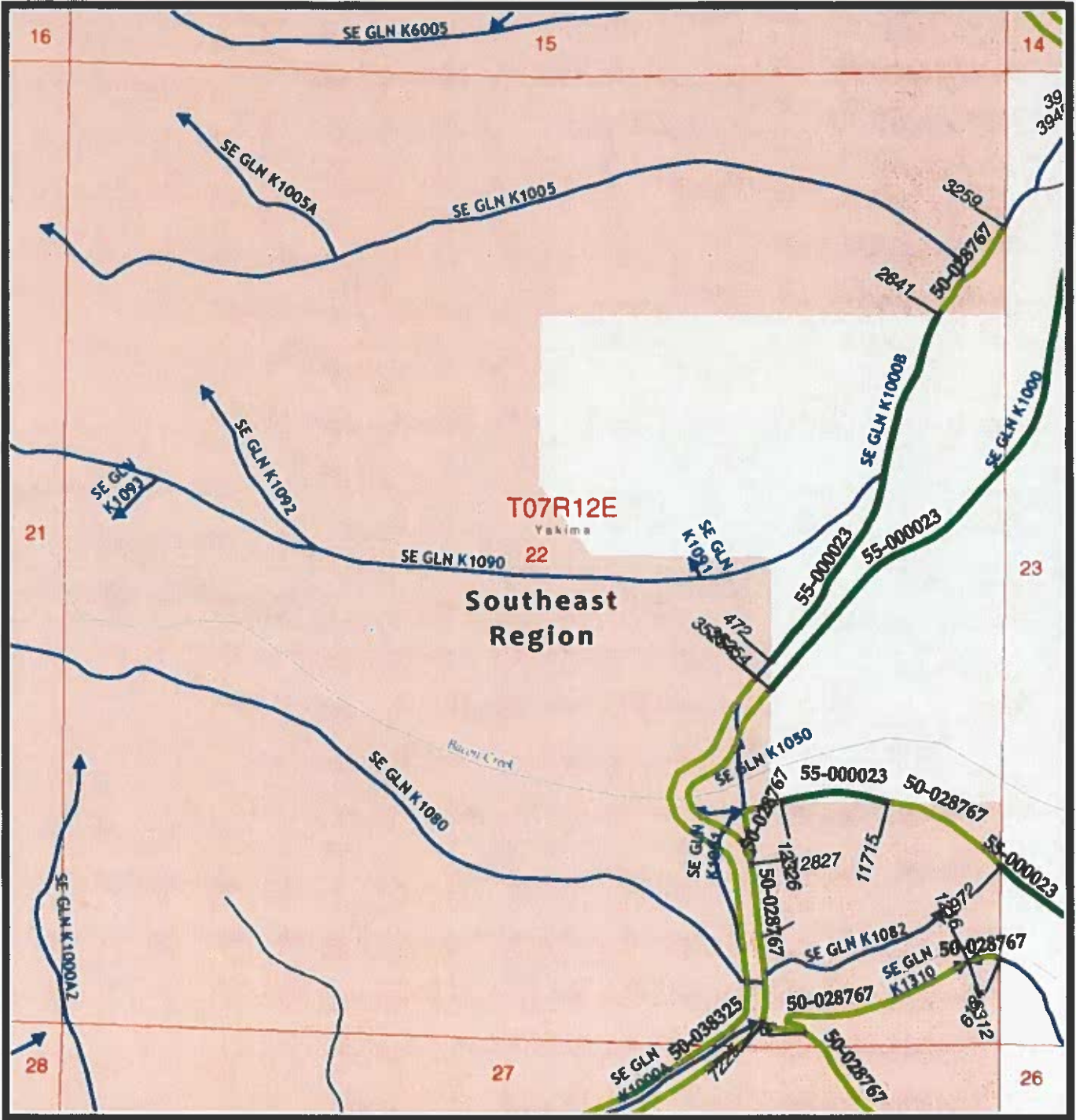
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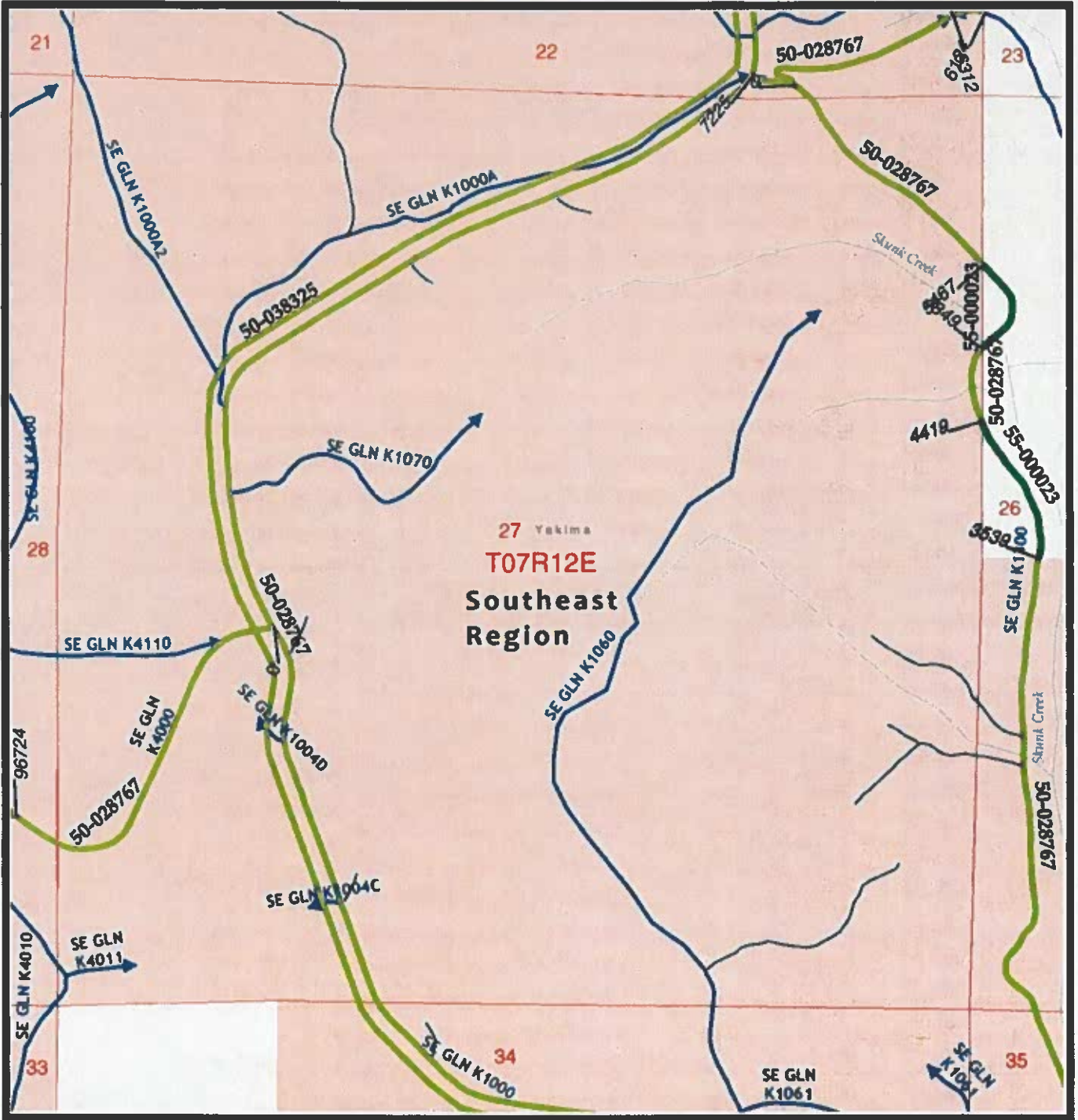
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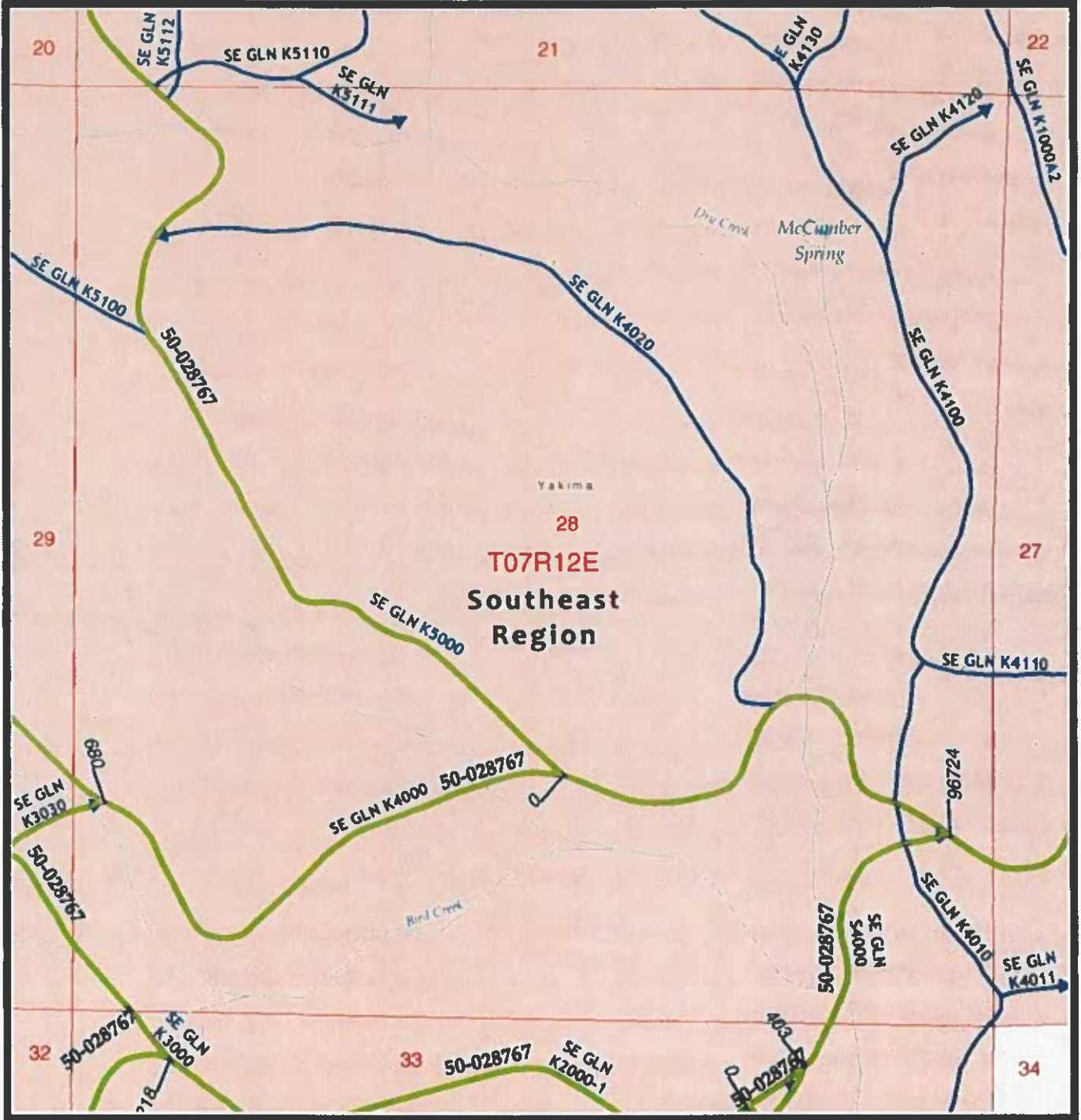
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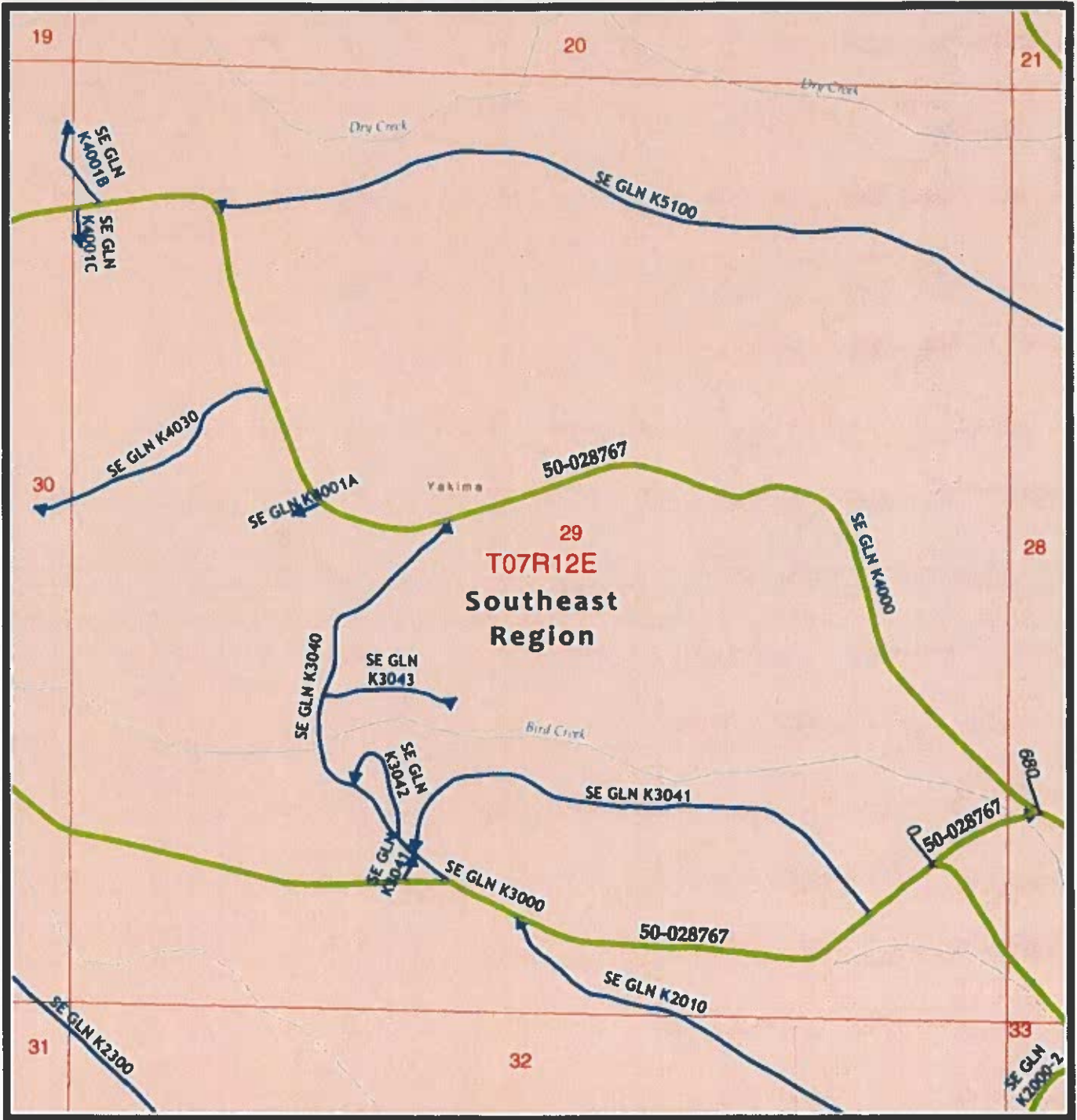
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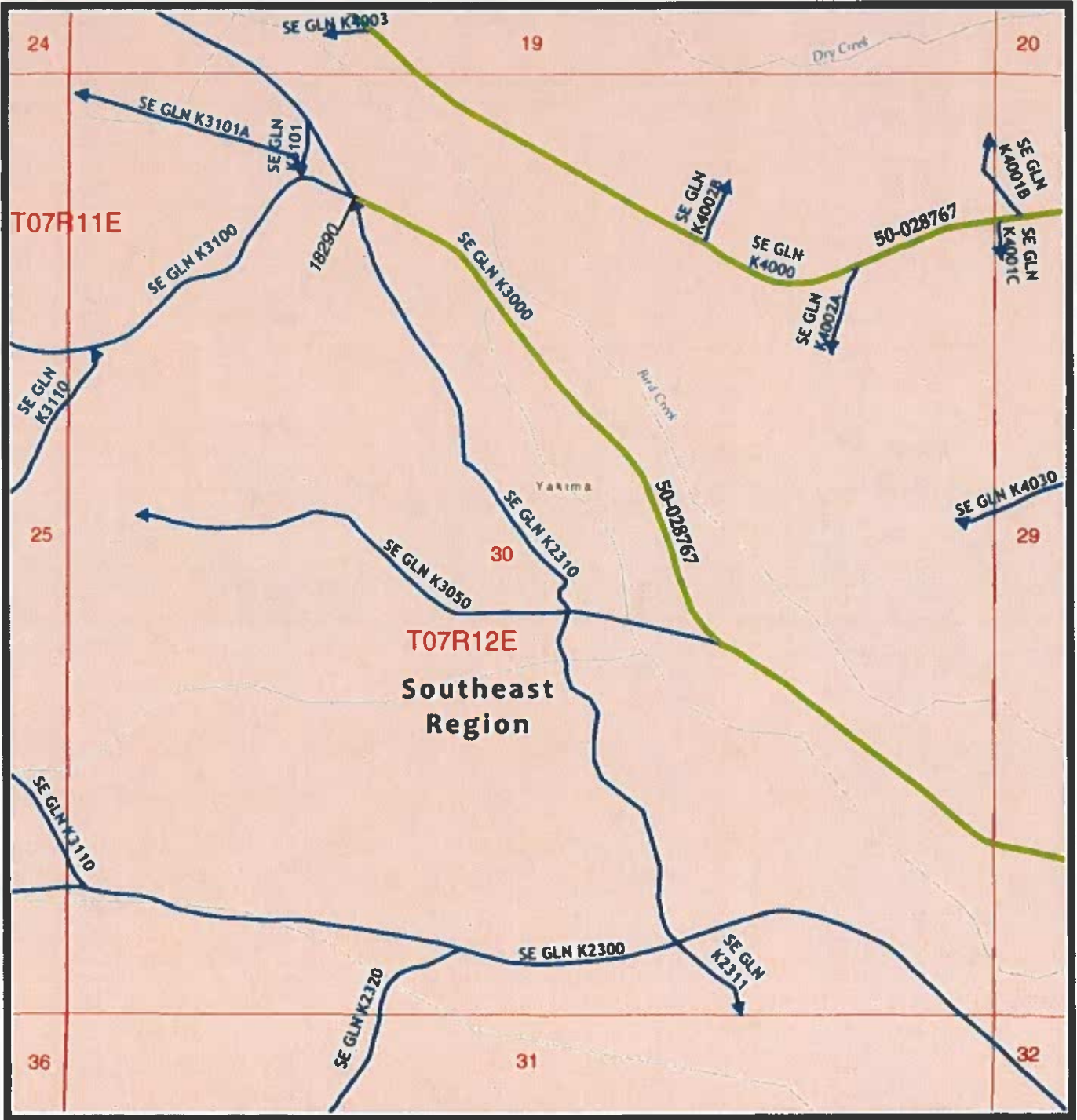
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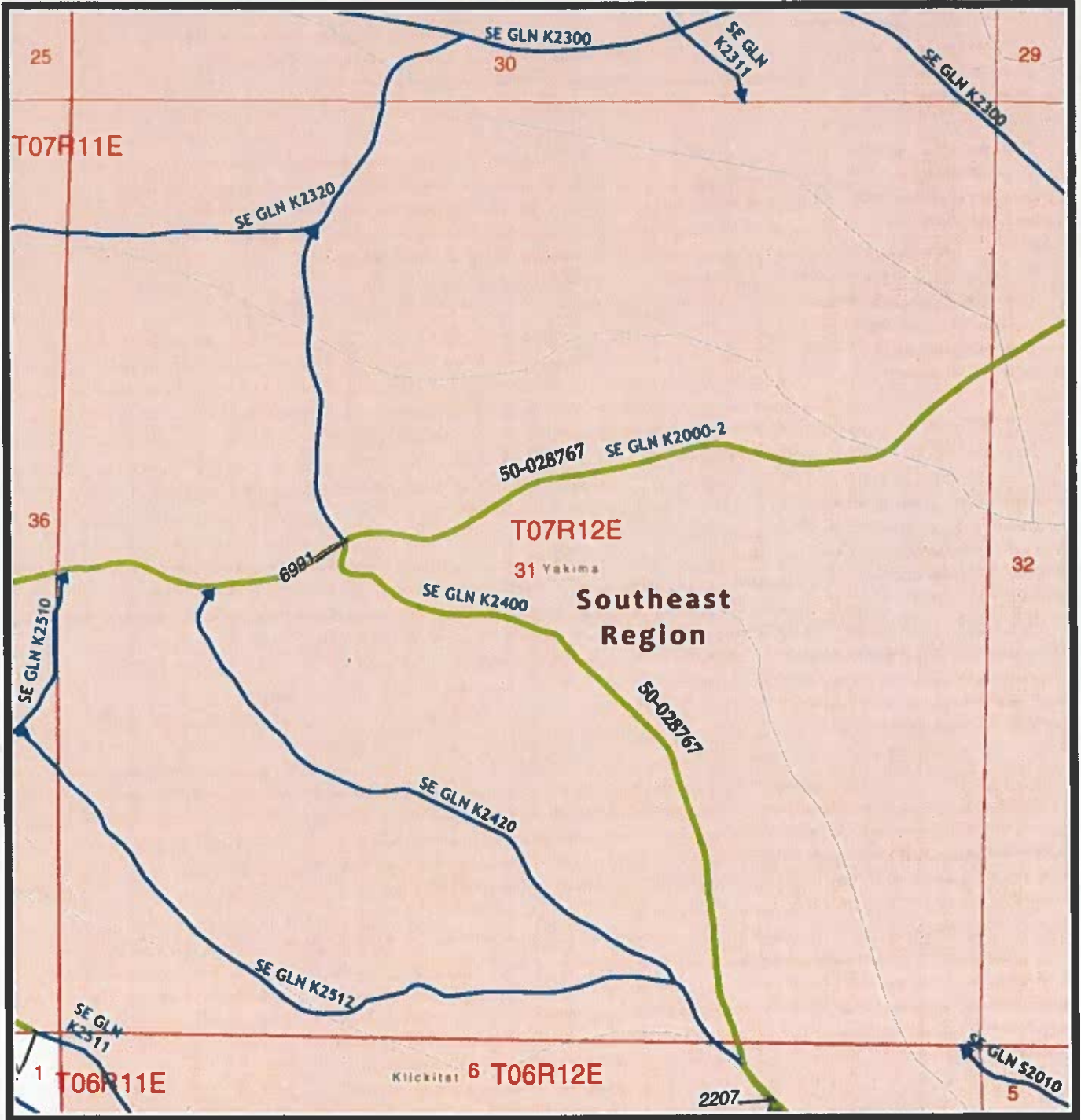
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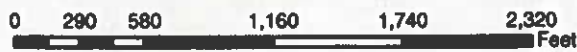
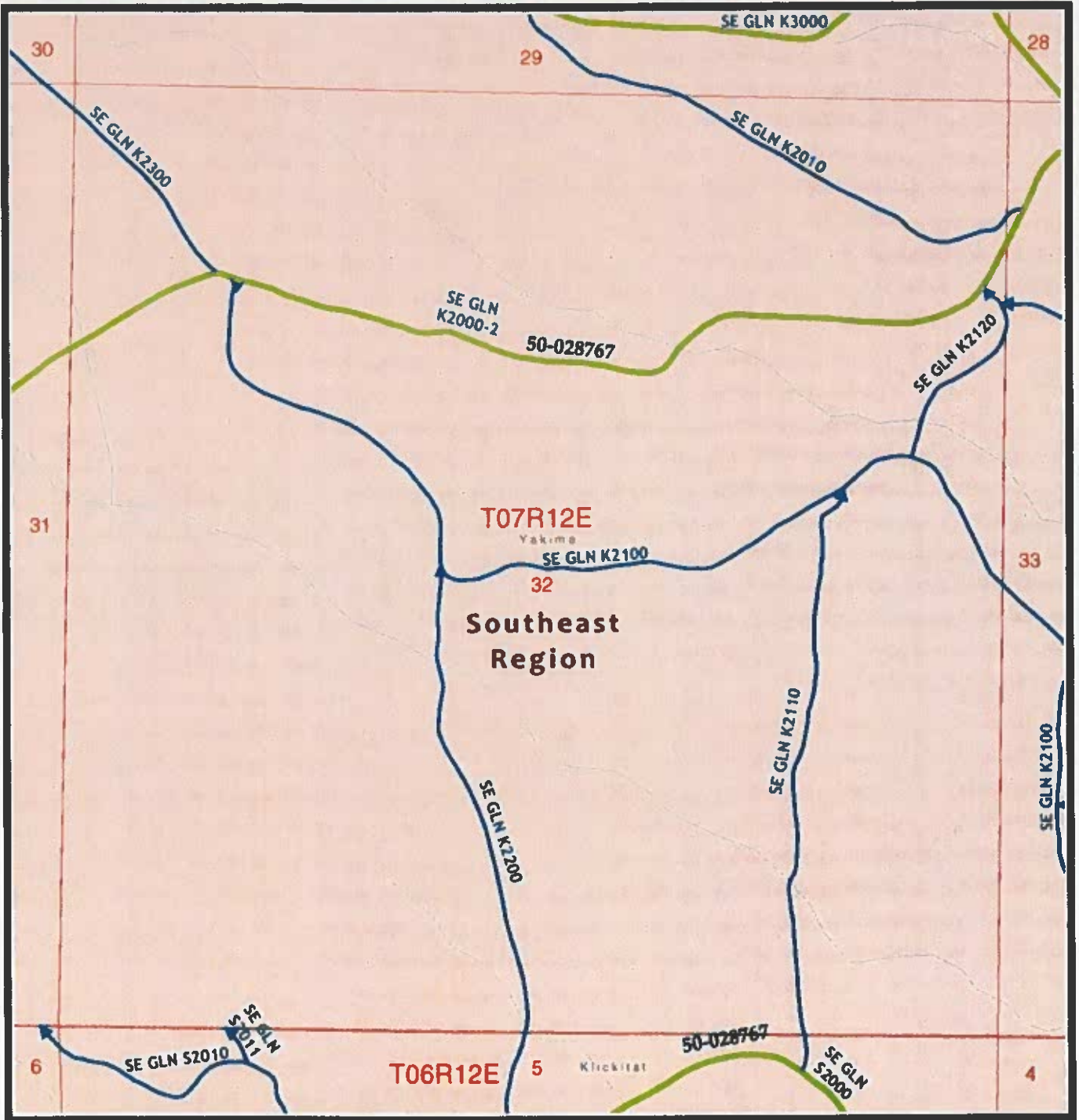
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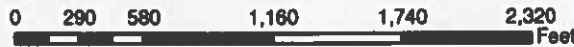
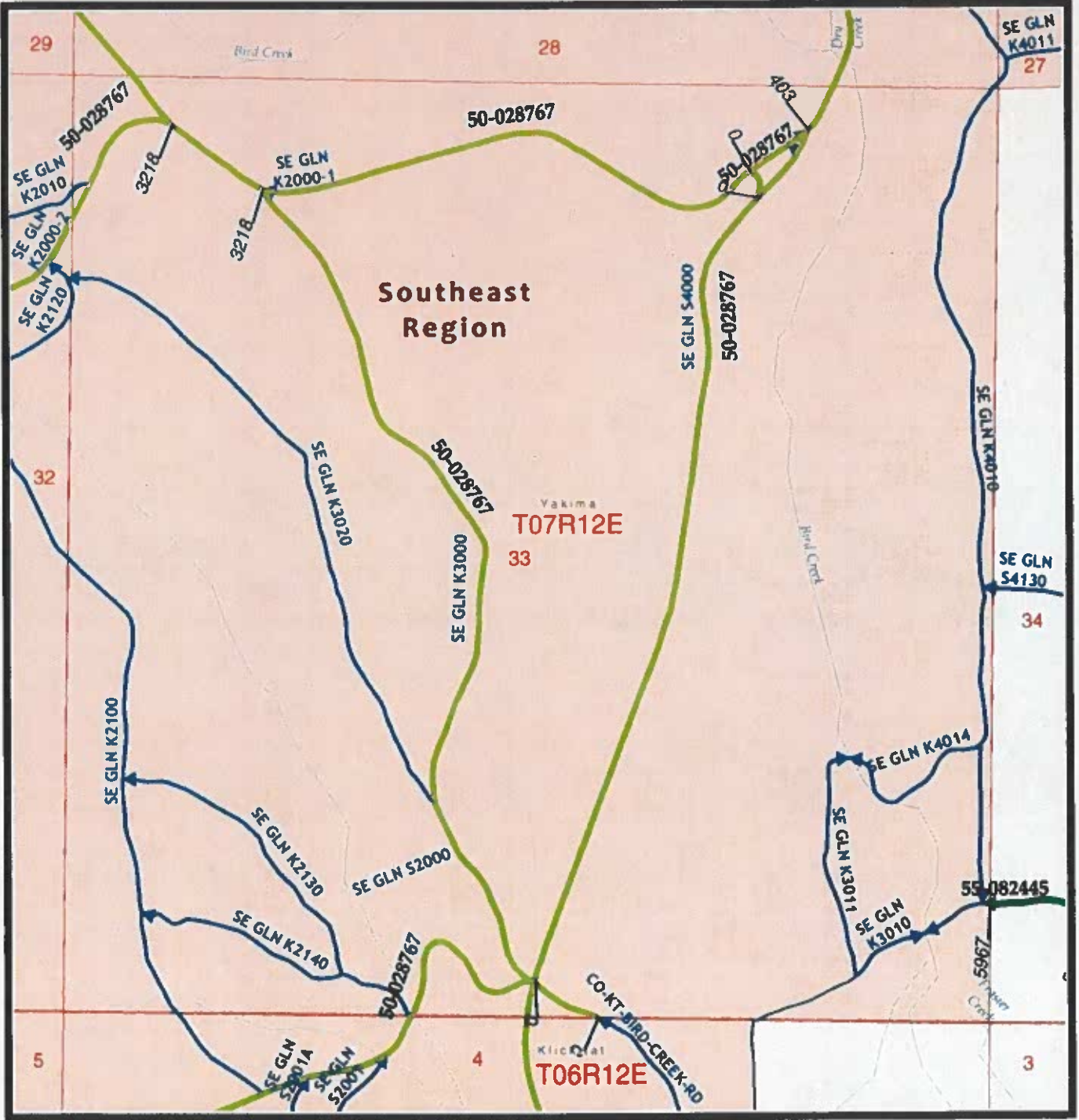
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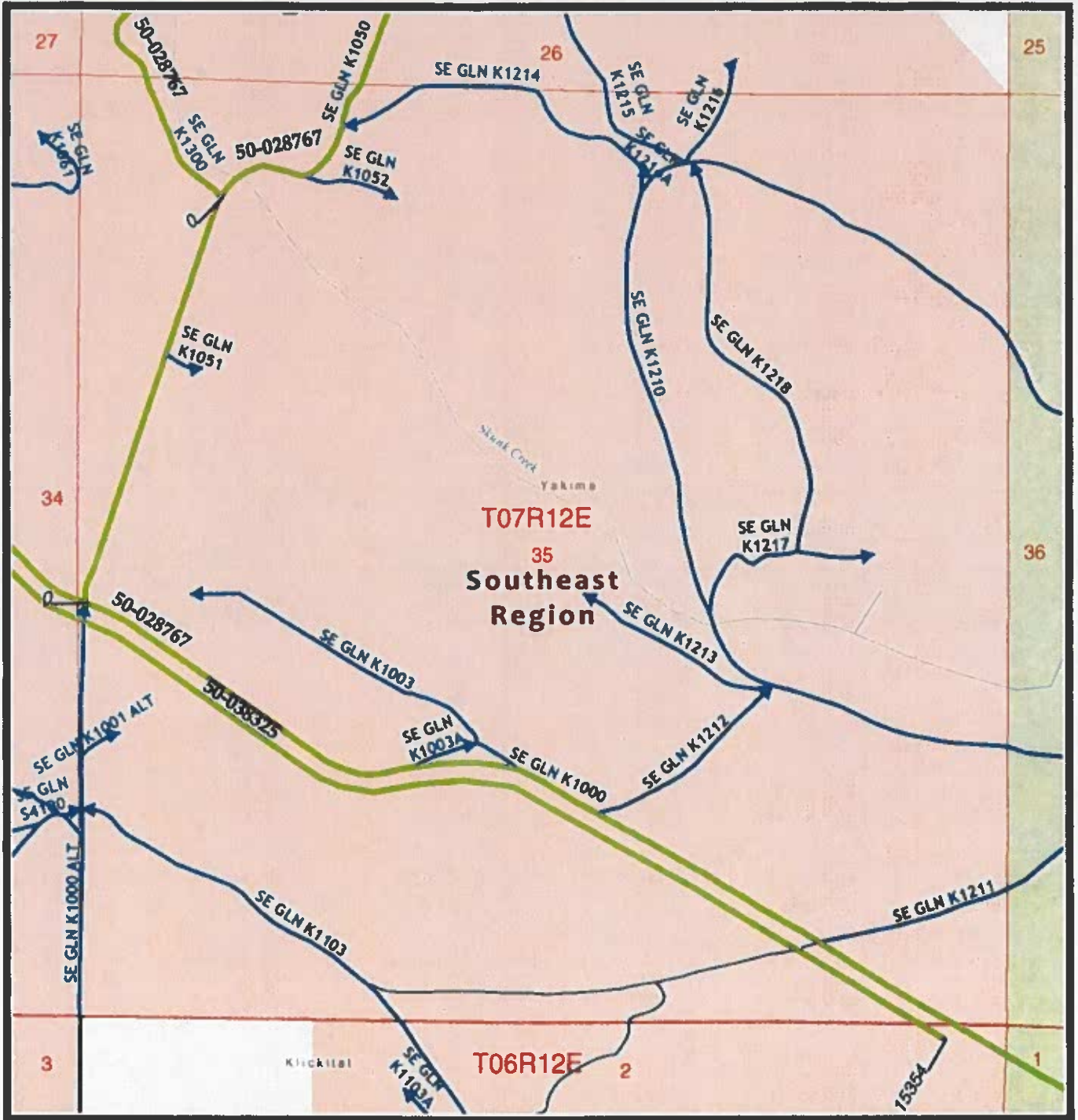
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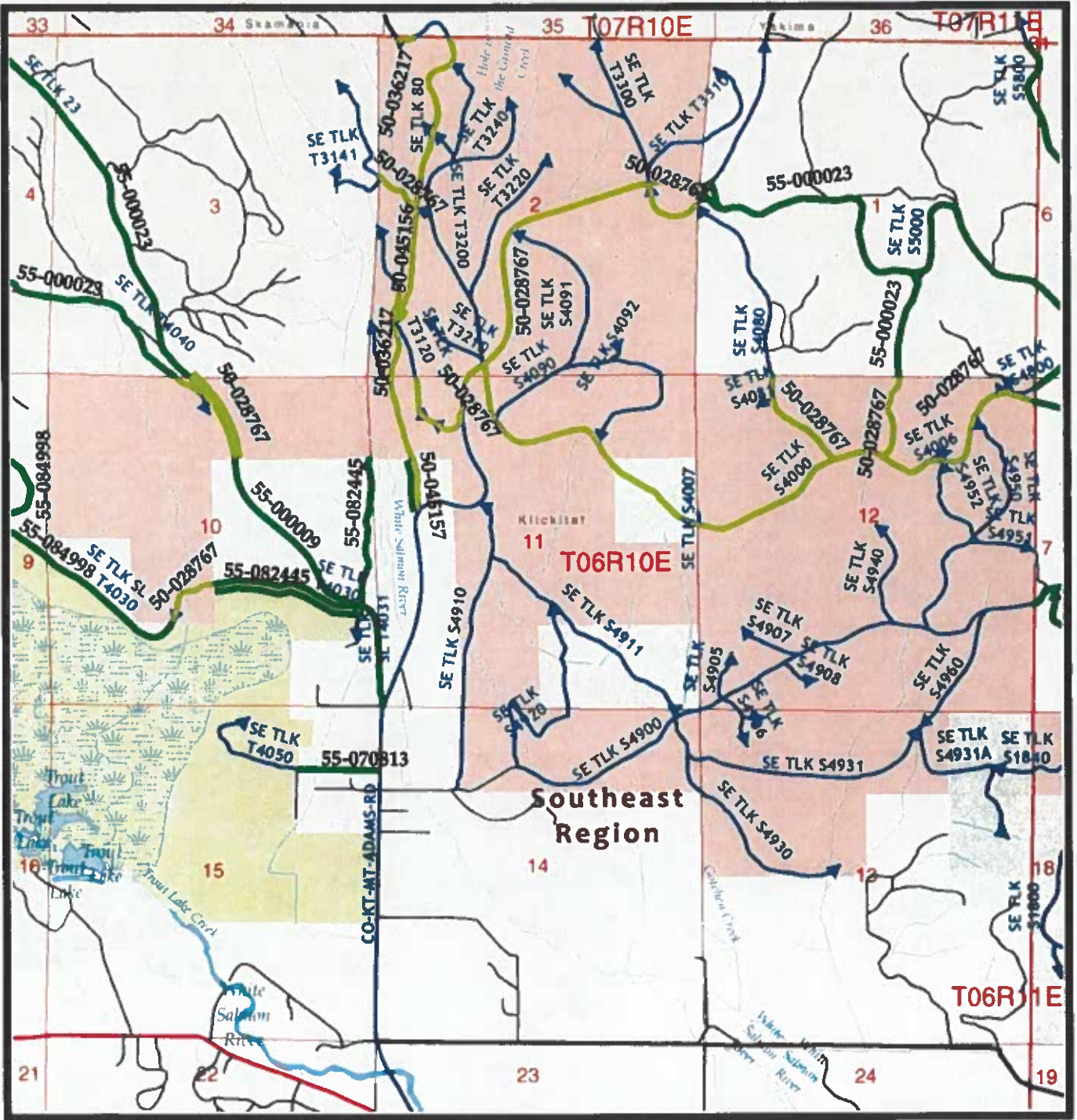
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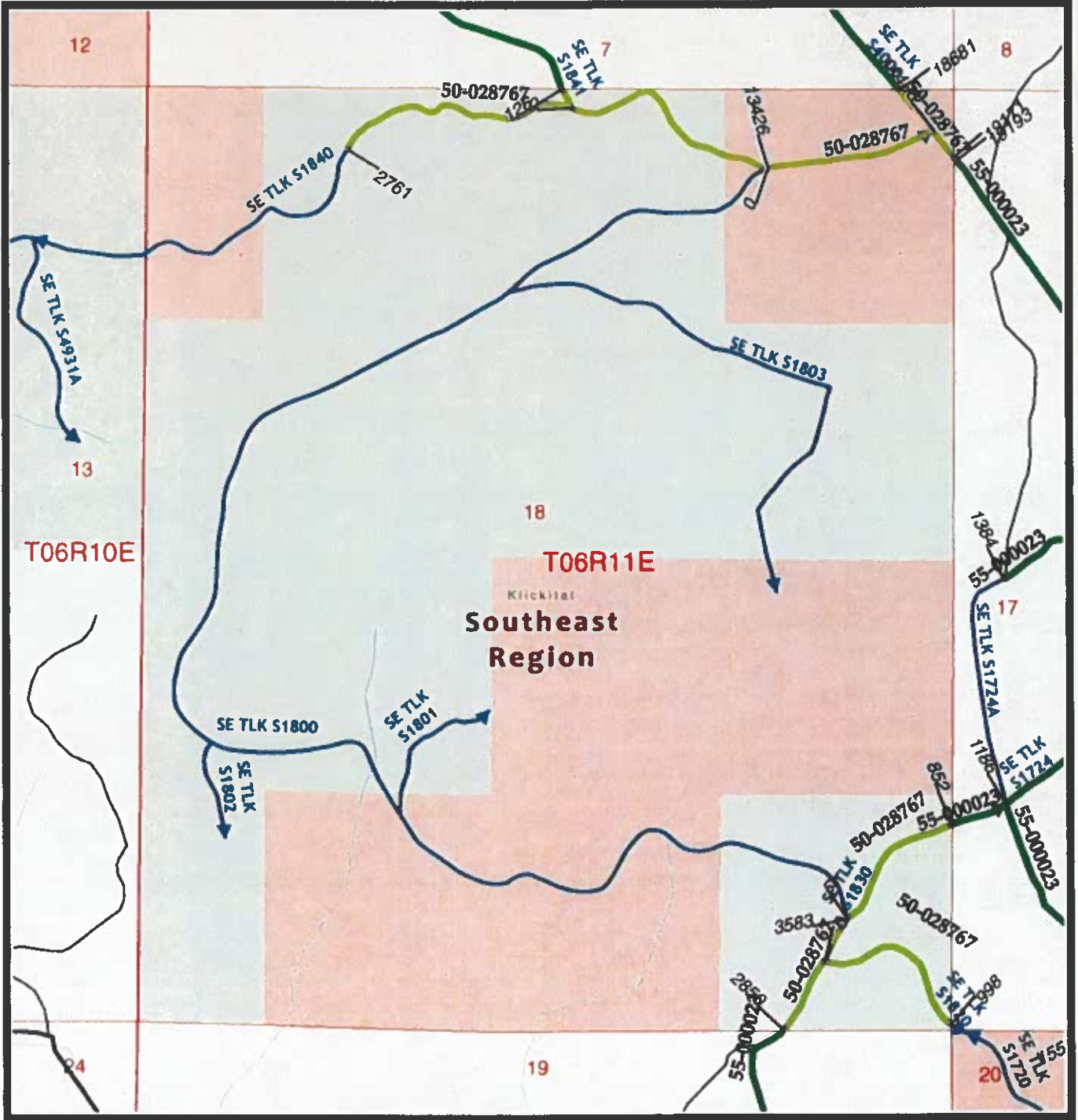
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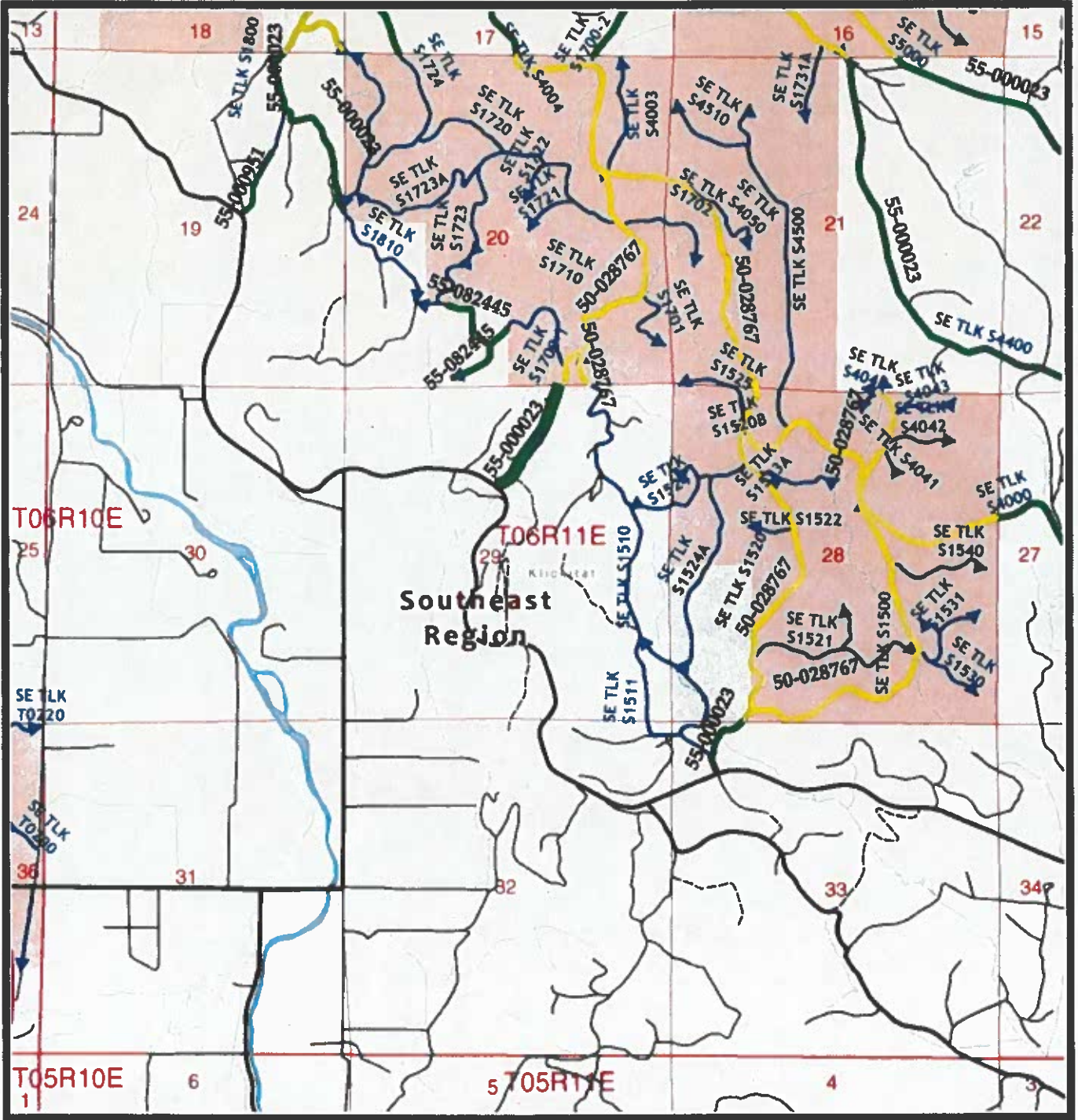
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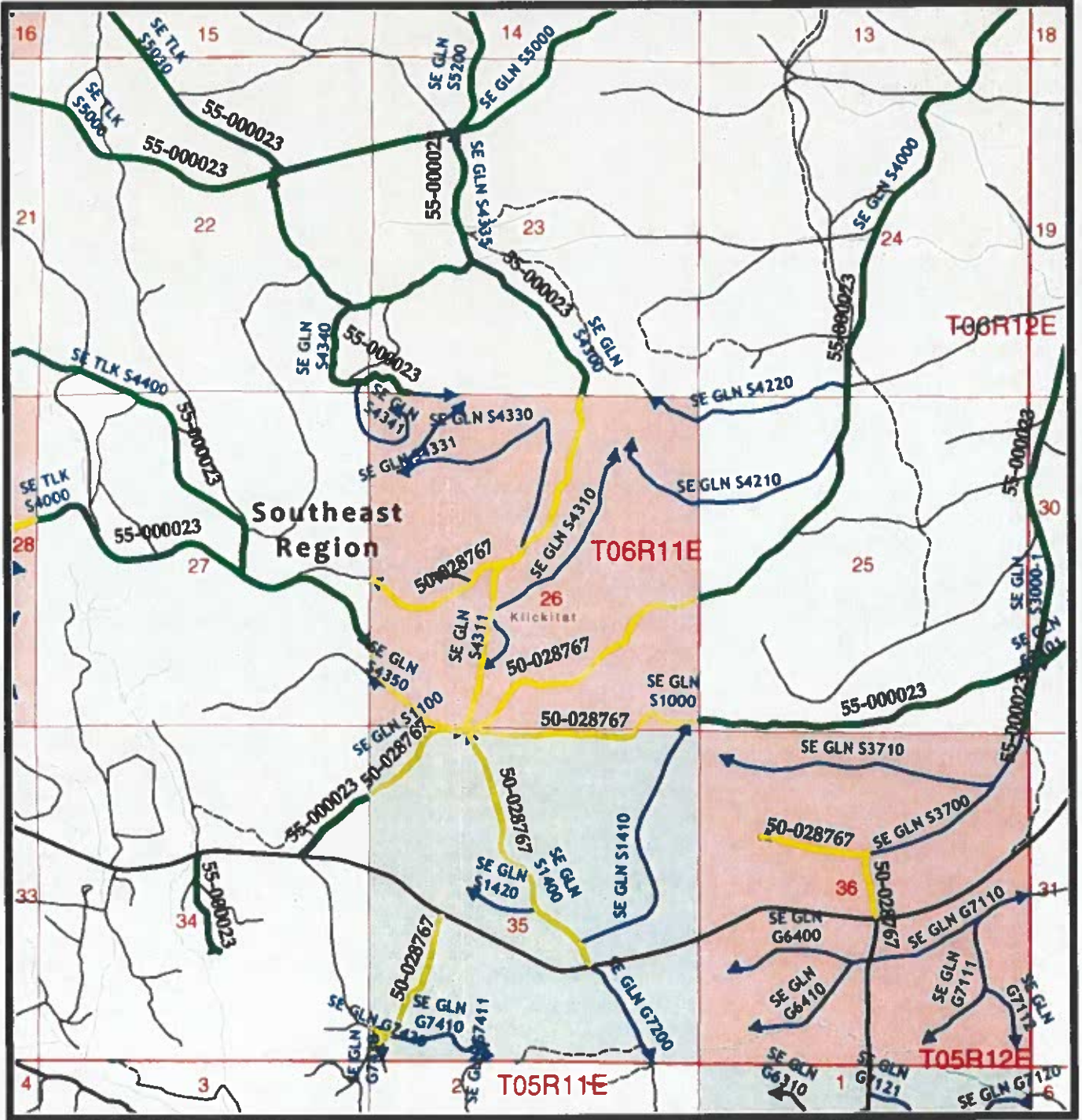
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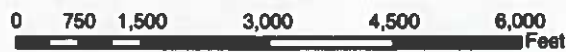
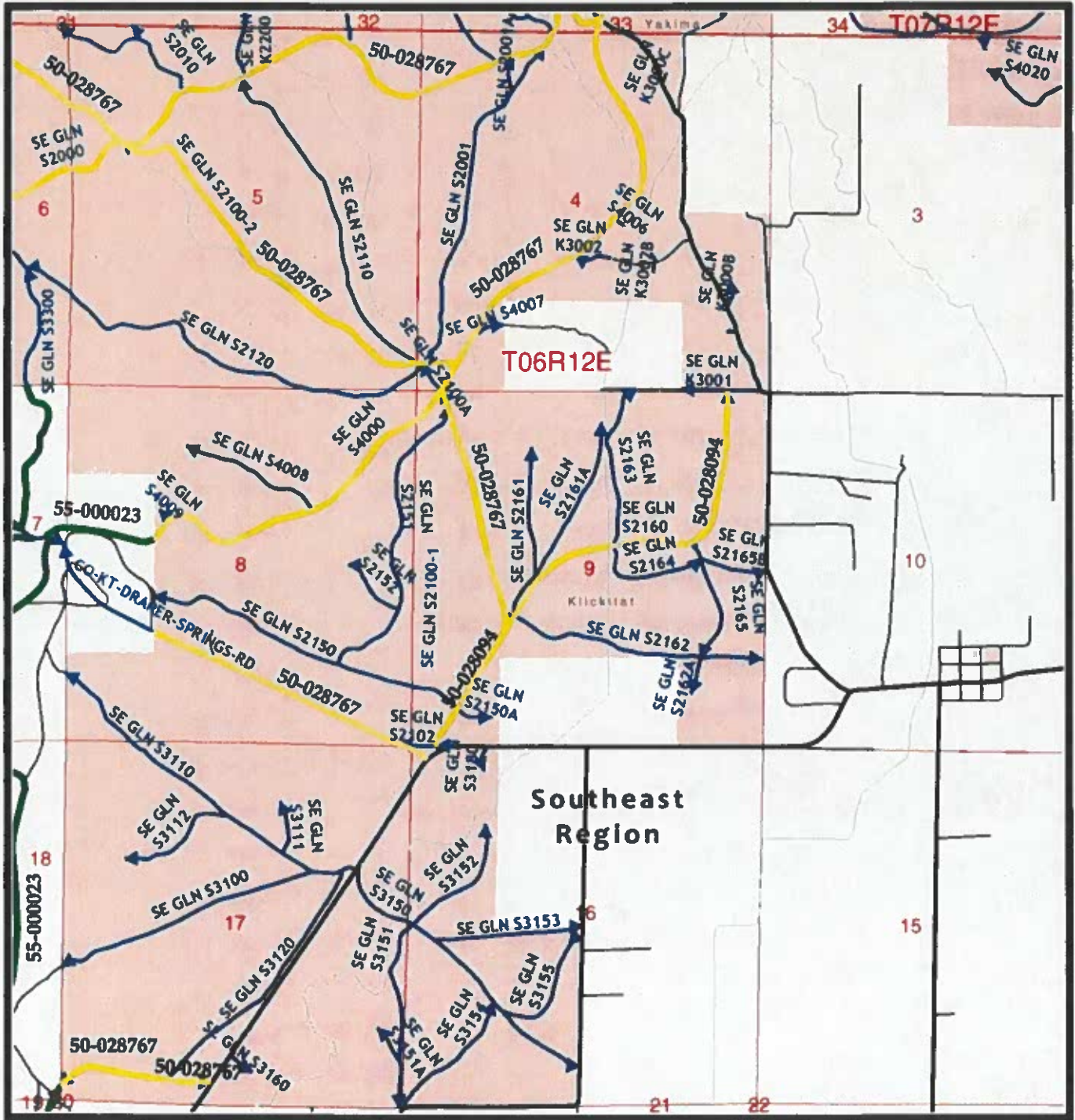
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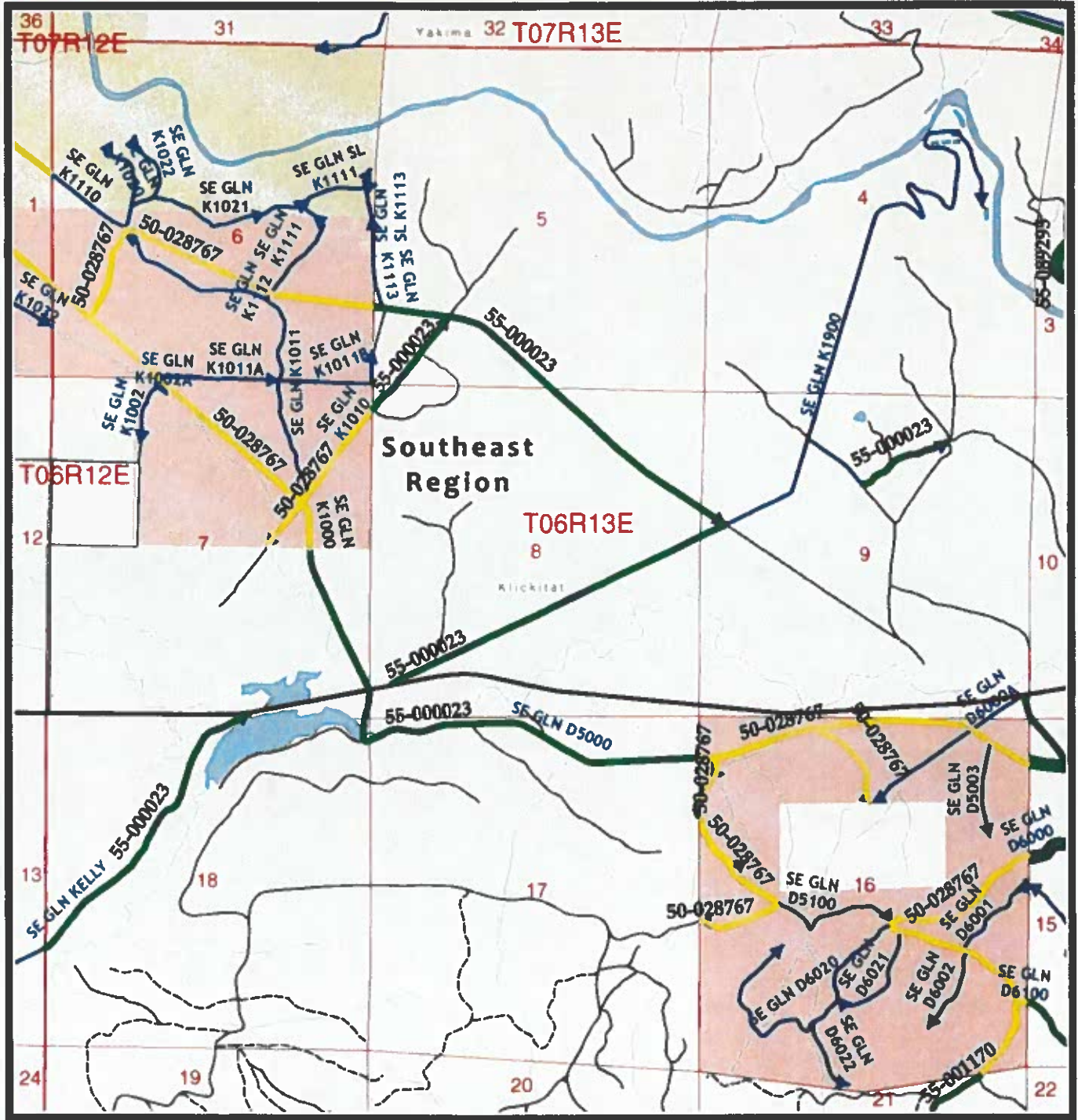
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- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - 4 wheel drive

DNR Managed Lands Surface Lands

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



Right of Way Easements Grant Codes

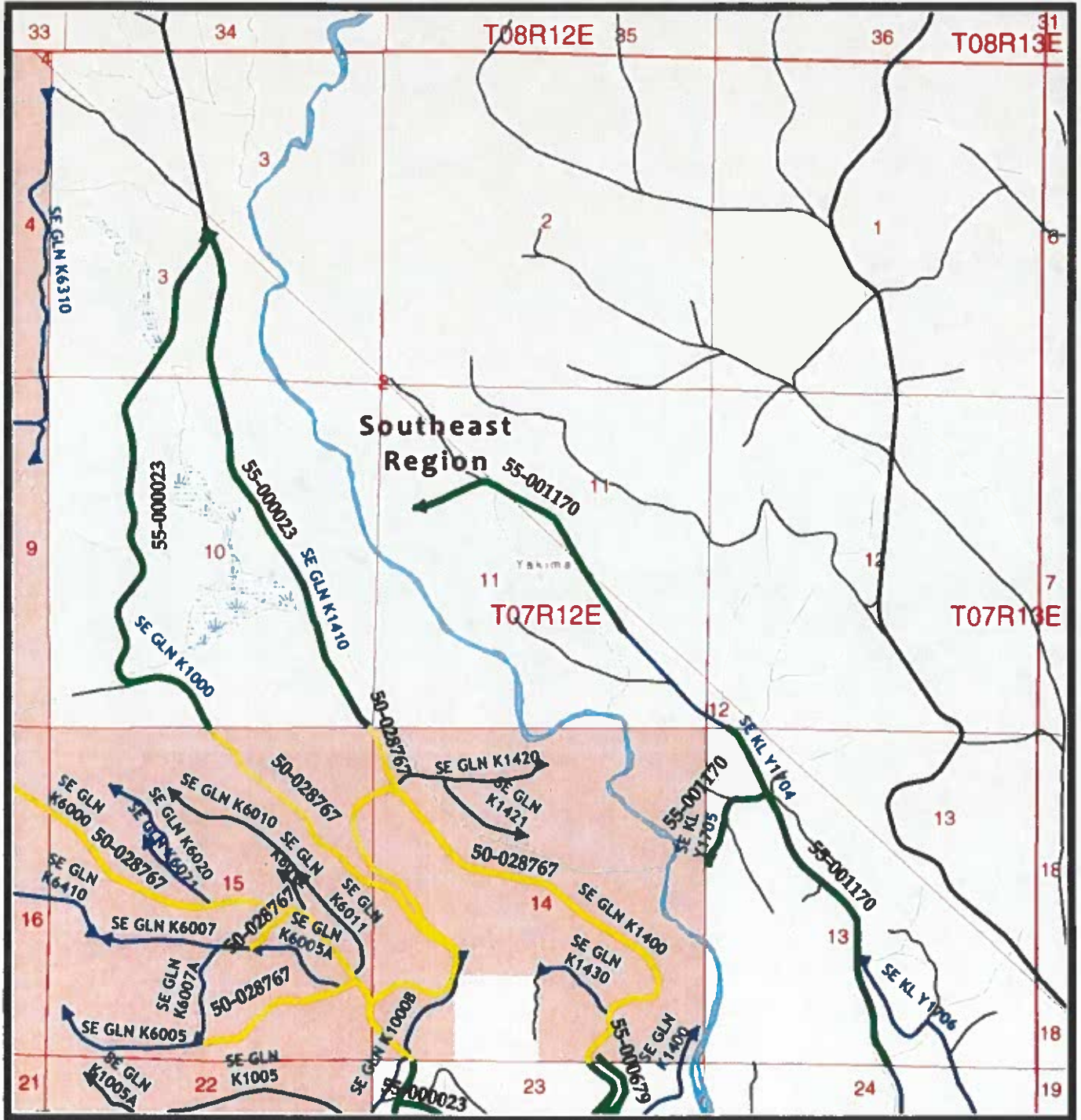
- Acquired by DNR
- Granted to Other
- Merged in Title
- DNR Routes**
- ➔ Route Direction

Roads by USGS Class

- Primary Highway/All-Weather/Hard Surface
- Secondary Highway/All-Weather/Hard Surface
- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- - - - 4 wheel drive

DNR Managed Lands Surface Lands

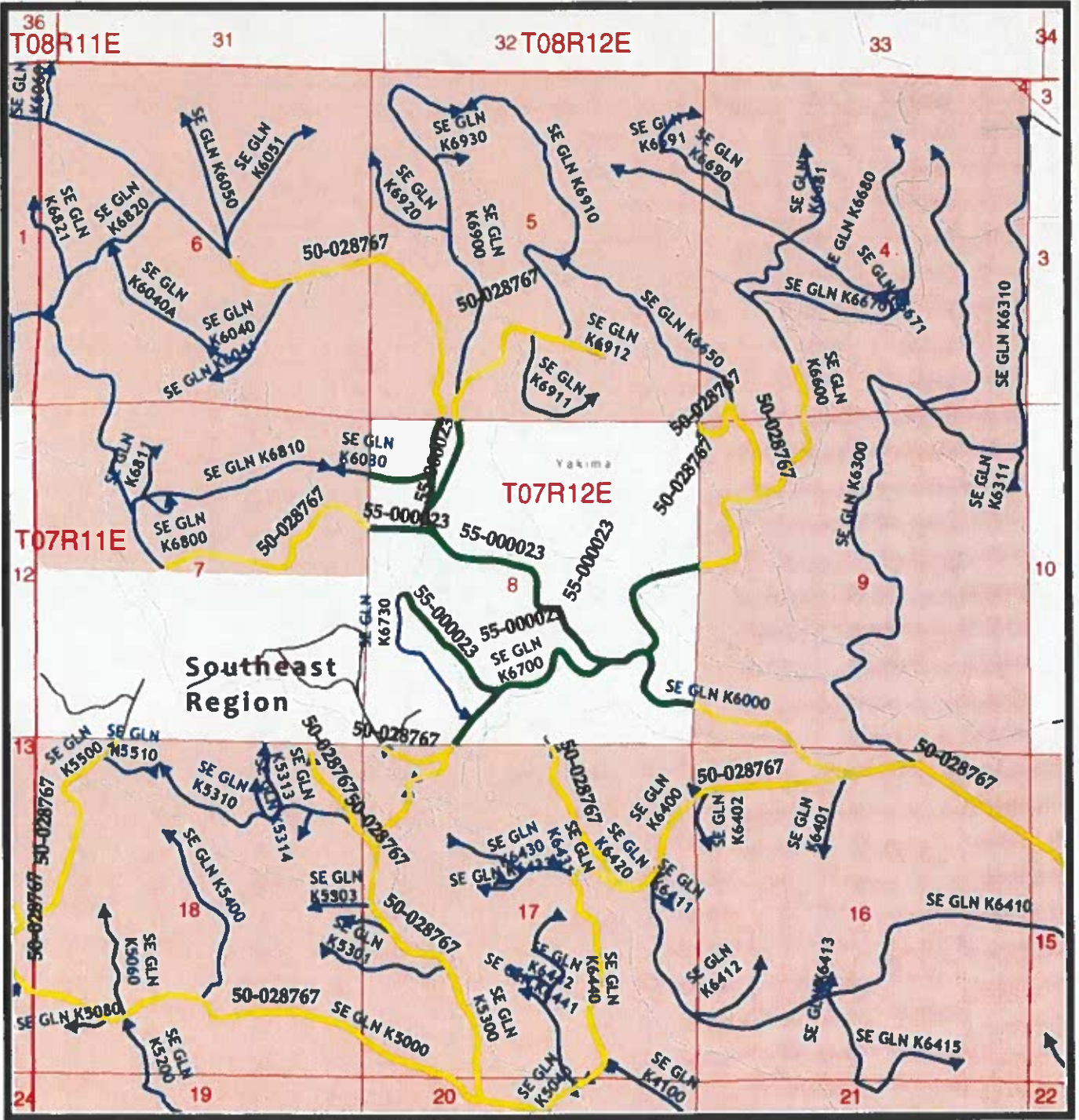
- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands



- Right of Way Easements Grant Codes**
- Acquired by DNR
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- DNR Routes**
- Route Direction

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- Primary Highway/All-Weather/Hard Surface
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 - Unimproved Road/Fair or Dry Weather
 - 4 wheel drive

- DNR Managed Lands Surface Lands**
- Granted Trust Lands
 - Forest Board Trust Lands
 - NAP / NRCA
 - Other DNR-Managed Lands



**Right of Way Easements
Grant Codes**

- Acquired by DNR
- Granted to Other
- Merged In Title

DNR Routes

- Route Direction

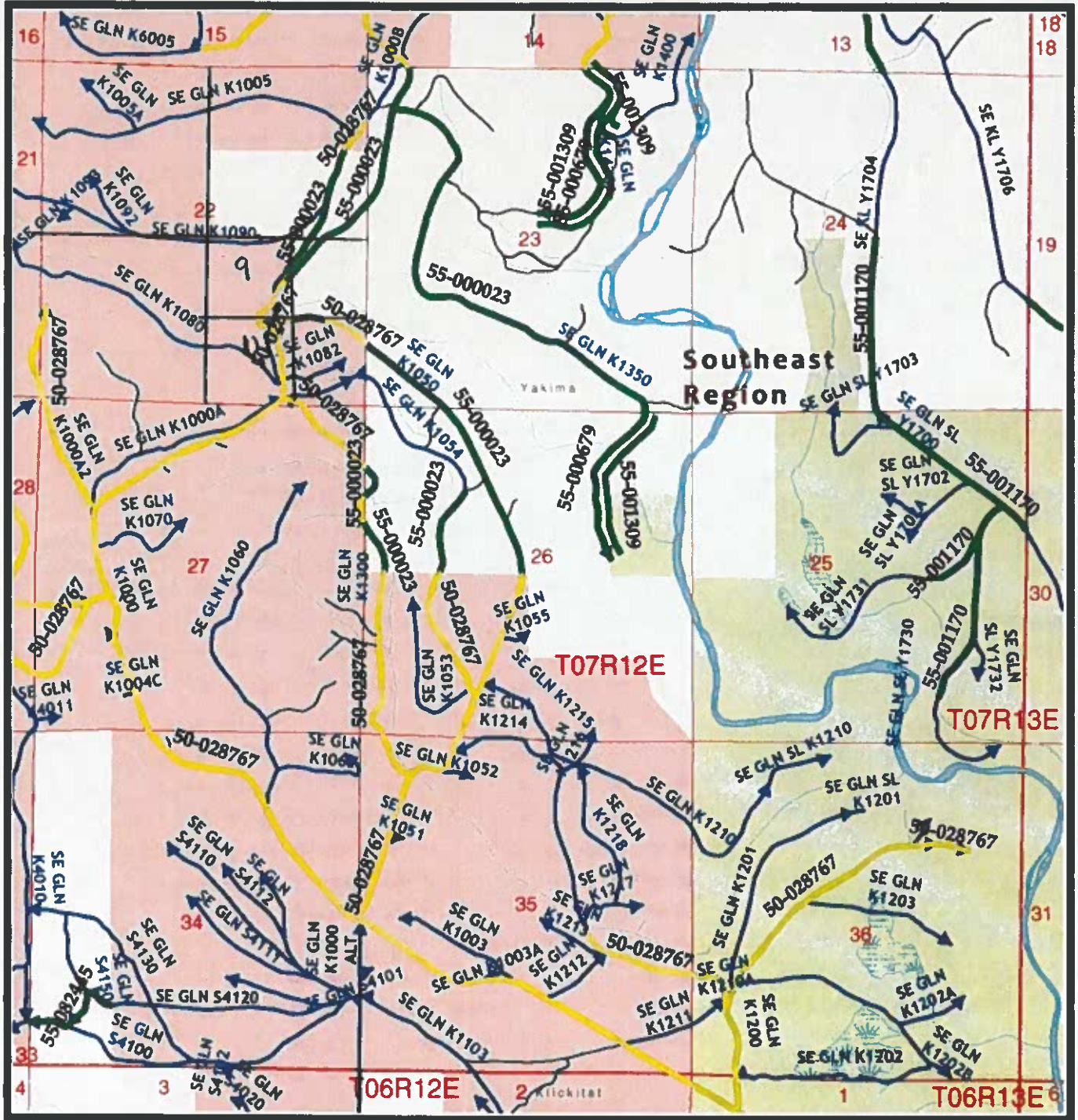
Roads by USGS Class

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- Light-Duty Road/All Weather/Improved
- Unimproved Road/Fair or Dry Weather
- 4 wheel drive

**DNR Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands





- Right of Way Easements Grant Codes**
- Acquired by DNR
 - Granted to Other
 - Merged in Title
- DNR Routes**
- ➔ Route Direction

- Roads by USGS Class**
- Primary Highway/All-Weather/Hard Surface
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 - Unimproved Road/Fair or Dry Weather
 - - - - 4 wheel drive

- DNR Managed Lands Surface Lands**
- Granted Trust Lands
 - Forest Board Trust Lands
 - NAP / NRCA
 - Other DNR-Managed Lands

	A	B	C	D	E	F	G	H	I
1	ATB Indexing Form								
2	<i>Note: Please leave fields blank if not applicable</i>						PAS Initials		BH
3	Prefix	50							
4	Agreement Number	50-038043							
5	Document Type	contract							
6	Agreement Name								
7	Transaction Type	easement - buried transmission line							
8	Effective Date/Date Granted	7/15/1975							
9	Expiration Date	Indef.							
10	Grantee/Lessee/Buyer	Klickitat County Public District No. 1							
11	Grantor/Lessor/Seller	DNR							
12									
13	Water Body (aquatics)								
14	Notes (Deed file # or Aquatic Plate Reference)								
15	Additional Parcel Information or special instructions	no recording info.							
16									
17	GIS Parcel ID Entries	County	Klickitat	<i>County,</i>					
18									
19		Region	SE						
20					Sec	Tsp	Range	E/W	G. Lot
21	Parcel ID 1	2834	Parcel ID 21						
22	Parcel ID 2		Parcel ID 22						
23	Parcel ID 3		Parcel ID 23						
24	Parcel ID 4		Parcel ID 24						
25	Parcel ID 5		Parcel ID 25						
26	Parcel ID 6		Parcel ID 26						
27	Parcel ID 7		Parcel ID 27						
28	Parcel ID 8		Parcel ID 28						
29	Parcel ID 9		Parcel ID 29						
30	Parcel ID 10		Parcel ID 30						
31	Parcel ID 11		Parcel ID 31						
32	Parcel ID 12		Parcel ID 32						
33	Parcel ID 13		Parcel ID 33						
34	Parcel ID 14		Parcel ID 34						
35	Parcel ID 15		Parcel ID 35						
36	Parcel ID 16		Parcel ID 36						
37	Parcel ID 17		Parcel ID 37						
38	Parcel ID 18		Parcel ID 38						
39	Parcel ID 19		Parcel ID 39						
40	Parcel ID 20		Parcel ID 40						

R/W-UTILITY

APPLICATION NO. **38043**

AREA **SOUTHEAST**

DATE FILED **JAN 29 1975**

COUNTY **KLICKITAT**

GRANT **COUNTY TRUST**

APPLICANT **KLICKITAT COUNTY P. U. D. #1**

DESCRIPTION

PARTS OF SW⁴ NE⁴, Sec. 8, Twp. 6 N, Rge 10 E W.M.

Acres _____ Sec **8** Twp **6** N, Range **10 E** W.M.

ENCUMBRANCES

Lse. 59315 Commercial Expires 2/1/2027

ended - 8-5-75 gw WAC

PLAT FOR THIS R/W IN App. # 59315 w/T.

2/1/75

APPLICATION	
Reg. JAN 29 1975	LM.
T.B. JAN 29 1975	LM.
INSTRUMENT	
Reg. 7/17/75	16
T.B. 7/17/75	16

APPLICATION	
Reg. _____	_____
T.B. _____	_____
INSTRUMENT	
Reg. _____	_____
T.B. _____	_____

ASSIGNMENTS	
Reg. _____	_____
T.B. _____	_____
Reg. _____	_____
T.B. _____	_____

RECEIVED

JUL 07 1975

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

COMMISSIONER OF PUBLIC LANDS

No. _____

Agreement No. 38043

THIS AGREEMENT, made and entered into this 15th day of July, 1975, by and between KLUCKITAT COUNTY PUBLIC DISTRICT NO. 1, herein called the "Grantee," and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State, for and in consideration of the terms and conditions specified hereby grants and conveys to the Grantee, its successors and assigns:

An easement for a right of way for the construction, operation, use and maintenance of a buried transmission line, over and across a tract of land more specifically described by a centerline description contained in Exhibits A, B, C, and D attached hereto and by this reference made a part hereof, all in Klickitat County, Washington.

This Agreement is subject to the terms and conditions hereinafter set out.

Consideration

The consideration paid by the Grantee to the State is as follows:

None: The benefits accruing to the State from the granting the rights offset the damage done to the land by the same grant. Provided, however, the consideration will be subject to immediate adjustment in the event service is extended to customers of the Grantee other than lessees of the Department of Natural Resources.

Operating Specifications

In the exercise of rights granted by this agreement, the Grantee agrees to abide by the State's Resource Management Operating Specifications in effect at the time of the execution of this agreement.

Subsequent changes in specifications necessary to reasonably protect the environment will be mutually agreed upon. Costs for such subsequent changes will be borne by the Grantee.

If the two parties fail to agree that the changes in specifications are necessary, a three-member committee will be formed. Said committee to be made up of one member appointed by the State, one member appointed by the Grantee, and one member to be appointed by the two aforementioned members. The decision of the committee will be final and binding on all parties.

Assignment

This Agreement, or any of the rights granted herein, shall not be assigned without prior written consent of the State, except that said rights granted herein may be used by any employee, contractor, or representative of the Grantee, hereinafter collectively referred to as "Permittee," while engaged in the Grantee's operations.

Term

Should the Grantee, or its assigns, cease to use this easement for the purposes specified herein for a period of two (2) years, it shall notify the State of such nonuse; and the rights granted herein shall revert to the State, its successors or assigns.

App. No. 38043

OLYMPIA COPY

Forfeiture

In the event that any portion of the right of way as described on attached Exhibits A, B, C and D is not used by the Grantee, or its assigns, for the purpose for which it was granted, within a period of five (5) years, the rights of the Grantee within said portion of the right of way shall revert to the State, its successors or assigns; and said portion of the right of way shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said 5-year period and upon the terms and conditions as specified by the State; such terms and conditions shall be limited to the State's right to extend said period and modify the considerations due the State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Reservations to State

State reserves for itself, its successors and assigns, the right at all times and for any purpose to cross and recross said right of way at any place on grade or otherwise, and to use said right of way for road purposes, insofar as is compatible with Grantee's operation, and provided such reserved rights shall be exercised in a manner that will not unreasonably interfere with the rights of the Grantee hereunder.

The State reserves to itself, its successors and assigns, the right to develop, improve, and utilize the land and natural resources thereon, within the limits of the right of way granted herein, insofar as such reservations are compatible with the Grantee's operation and insofar as such action will not unreasonably interfere with the rights of the Grantee.

In the event the State, its successors or assigns elects to act within the reservation, it shall give written notice to the Grantee of such election and will then assume responsibility for allowing no growth or obstruction on the right of way that will be incompatible or interfere with the Grantee's use thereof.

When so notified, Grantee will not eradicate by broadcast brush spraying, or other methods of removal, any growth on the portion of the right of way being so used by the State. In the event the Grantee injures or damages growth while responding to an emergency such as, but not limited to, a fire, flood, or facility failure, or necessary repair to such facility, the State shall have no recourse or cause of action against the Grantee for or on account of such injury.

Furthermore, the State shall notify the Grantee in writing of any cessation of any management plan enacted, and such notice will relieve the State of growth and obstruction control; provided, upon such notice of cessation, the State shall remove or cause to be removed, all growth and obstruction exceeding ten (10) feet in height.

The State may grant to third parties, upon such terms as it chooses, any or all of the rights reserved by it herein; provided that use by such third party shall be subject to the terms and conditions of this easement and shall not unreasonably interfere with the rights granted hereunder.

Compliance with Laws and Regulations

The Grantee shall comply with all applicable laws to the extent that it can legally do so, including all Department of Natural Resources regulations, county and municipal laws, ordinances, or regulations in effect and authorized by law or laws of the State of Washington.

The Grantee shall cause its Permittee to comply with those requirements and conditions set forth hereinafter which are applicable to the Permittee's operation.

In addition to compliance with those laws of the State of Washington pertaining to forest protection, the Grantee shall contact the State's Area Manager at Ellensburg, Washington, who shall determine any extra requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which are deemed necessary for prevention and suppression of fire resulting from construction operations. Such requirements will be included in the Grantee's invitation to bid and will be made part of the contract with the successful bidder.

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of such rights.

During operations under this Agreement, including the construction of roads and facilities, the Grantee shall take such precautions as necessary to minimize, insofar as possible, soil erosion and damage to the soil. Equipment will not be operated when ground conditions are such that excessive damage will result.

Grantee shall take all reasonable precautions to protect State-owned crops and trees.

Any damage to trees and/or reproduction deemed by the State to be excessive or unnecessary shall be paid for by the Grantee at triple the appraised value as determined by the State. The Grantee may have the right to remove such trees upon payment therefor if such removal is authorized in writing by the State.

Installation Specifications

The Grantee shall so place, protect, and/or bury said cable as to allow the unobstructed movement of any equipment or materials across the surface of the right of way and shall install said cable at such depth as to not interfere with the normal and usual use of the land.

Provided that the cable shall be buried at a minimum depth of 24 inches below the surface of said right of way.

The Grantee shall mark the location of said buried cable with painted metal posts placed approximately 100 feet apart so they are clearly visible. The Grantee shall also install signs at approximately 100 foot intervals; said signs shall identify the installation as a buried cable and shall designate ownership of the installation.

Response to an Emergency

Nothing contained herein shall prevent the Grantee from responding to an emergency relating to the facilities on the right of way.

App. No. 38043

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file in the office of the Commissioner of Public Lands in Olympia, Washington, of any instance of noncompliance with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith. Upon receipt of such notice the Grantee shall immediately take or cause to be taken effective remedial action.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations on State lands until such time as effective remedial action is taken.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By Bert L. Cole
BERT L. COLE
Commissioner of Public Lands

Klickitat County Public Utility District No. 1

By Gene Meyer
Gene Meyer
Title

App. No. 38043
PB *ja*
and 5/29/75
TL 7-10-75
Waque Johnson
7-14-75

Pat Parrish

W.O. #5089

Revised December 3, 1974

CLIFF SIDE MT. HOMES

Description of Road & Utilities Easement

A 60 ft. wide road and utilities easement located in the West 1/2 of the N.E. 1/4 of Section 8, T. 6 N., R. 10 E., W.M., Klickitat County, Washington, being 30 ft. on each side of the following described centerline:

Beginning at a point on the Westerly right-of-way line of County Road No. 1727, said point being 1065.08 ft. south and 994.13 ft. east of the North 1/4 corner of said Section 8, which point is a brass cap on a 2" iron pipe (an 8" diameter fir bears S. 65° 40' 30" W., 53.33 ft. and an 18" fir bears S. 73° 30' 30" E., 69.35 ft.); thence running S. 45° 38' 43" W., 191.35 ft.; thence S. 0° 56' 40" E., 109.88 ft. to the approximate north line of the S.W. 1/4 of the N.E. 1/4 of said Section 8, said point being 1308.72 ft. south and 859.12 ft. east of the said North 1/4 corner of Section 8; thence S. 01° 06' 40" E., 61.89 ft.; thence on a 130.22 ft. radius curve left 108.27 ft. (the long chord of which bears S. 24° 55' 49" E., 105.17 ft.); thence S. 48° 44' 58" E., 7.52 ft.; thence on a 121.91 ft. radius curve right 104.32 ft. (the long chord of which bears S. 24° 14' 04" E., 101.17 ft.) thence S. 0° 16' 50" W., 121.00 ft.; thence on a 95.49 ft. radius curve left 100.88 ft. (the long chord of which bears S. 29° 58' 52" E., 96.24 ft.); thence S. 60° 14' 34" E., 134.18 ft.; thence on a 60.95 ft. radius curve right, 52.16 ft. (the long chord of which bears S. 35° 43' 36" E., 50.58 ft.); thence S. 11° 12' 37" E., 53.70 ft.; thence on a 520.87 ft. radius curve left 92.22 ft. (the long chord of which bears S. 16° 16' 57" E., 92.10 ft.); thence S. 21° 21' 16" E., 170.82 ft.; thence on a 31.65 ft. radius curve right 33.48 ft. (the long chord of which bears S. 8° 57' 14" W., 31.94 ft.); thence S. 39° 15' 44" W., 28.17 ft.; thence on a 19.92 ft. radius curve right 38.38 ft. (the long chord of which bears N. 85° 32' 09" W., 32.71 ft.); thence N. 30° 20' 01" W., 53.90 ft.; thence on a 50.21 ft. radius curve right 53.17 ft. (the long chord of which bears N. 00° 00' 17" E., 50.71 ft.); thence N. 30° 20' 36" E., 26.49 ft.; thence on a 103.30 ft. radius curve left 93.21 ft. (the long chord of which bears N. 4° 29' 36" E., 90.09 ft.) to a point of tangent of a 520.87 ft. radius curve (said curve being previously described above) and there terminating, said terminus point being 2016.28 ft. south and 1181.62 ft. east of the said N. 1/4 corner of Section 8.

Area of road easement, 2.27 acres, more or less.

Bearings are true, based on a solar observation.

O.K. J. H. Thurmond

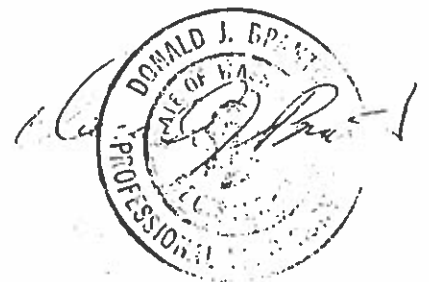


EXHIBIT A

CLIFF SIDE MT. HOMES TRACTS

Road and Utilities Easement

SITE NO. 1

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 1, which point is 1707.71 ft. south and 1126.06 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 30° 51' 34" W., 60 ft. to the true point of beginning of this description; thence continuing N. 30° 51' 34" W., 26.9 ft., more or less to the south line of a 20 ft. road and utility easement, and there terminating.

SITE NO. 2

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 2, which point is 2548.95 ft. south and 1297.11 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 38° 30' 20" W., 60 ft. to the true point of beginning of this description; thence N. 03° 18' 29" E., 70.42 ft.; thence N. 37° 11' 10" W., 128.27 ft.; thence N. 03° 44' 44" E., 67 ft. to the southerly line of a 60 ft. road and utility easement and there terminating.

SITE NO. 3

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 3, which point is 2500.49 ft. south and 1131.34 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 64° 16' 37" E., 60 ft. to the true point of beginning of this description; thence N. 22° 43' 02" E., 102.00 ft.; thence N. 37° 11' 10" W., 63.69 ft.; thence N. 03° 44' 44" E., 67 ft. to the southerly line of a 60 ft. road and utility easement and there terminating.

SITE NO. 4

A 20 ft. wide easement for road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 4, said point being 2382.76 ft. south and 995.93 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 07° 33' 44" E., 60 ft. to the true point of beginning of this description; thence N. 07° 33' 44" E., 70.5 ft.; thence N. 53° 22' 00" E., 140.44 ft. to the westerly line of a 60 ft. road and utility easement and there terminating.

Cliff Side Mt. Homes
Road and Utilities Easement

SITE NO. 5

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 5, said point being 2078.71 ft. south and 1071.96 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence S. 22° 43' 01" E., 60 ft. to the true point of beginning of this description; thence S. 22° 43' 01" E., 48.24 ft.; thence N. 33° 22' 00" E., 15 ft. to the westerly line of a 60 ft. road and utility easement and there terminating.

SITE NO. 6

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 6, said point being 2175.94 ft. south and 783.65 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 44° 34' 19" W., 60 ft. to the true point of beginning of this description; thence N. 44° 34' 19" W., 15.70 ft.; thence N. 42° 37' 41" E., 130.87 ft.; thence N. 35° 19' 41" E., 245 ft. to the southwesterly line of a 60 ft. road and utility easement and there terminating.

SITE NO. 7

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 7, said point being 1933.52 ft. South and 719.20 ft. east of the North 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence S. 67° 06' 59" E., 60 ft. to the true point of beginning of this description; thence S. 67° 06' 59" E., 48.50 ft.; thence N. 35° 19' 41" E., 245 ft. to the southwesterly line of a 60 ft. road and utility easement and there terminating.

SITE NO. 9

A 20 ft. wide easement for a road and utilities, being 10 ft. on each side of the following described centerline:

Commencing at the center of Site No. 9, said point being 1614.90 ft. south and 684.15 ft. east of the N. 1/4 corner of Section 8, T. 6 N., R. 10 E., W.M.; thence N. 55° 04' 07" W., 60 ft. to the true point of beginning of this description; thence N. 55° 04' 07" W., 115.54 ft.; thence N. 1° 38' 53" E., 84.93 ft.; thence S. 85° 37' 52" E., 136.07 ft.; thence N. 79° 27' 38" E., 165 ft. to the westerly line of a 60 ft. road and utility easement and there terminating.

TO EXISTING HOUSE

A 20 ft. wide road and utility easement located in the N.W. 1/4 of the N.E. 1/4 of Section 8, T. 6 N., R. 10 E., W.M., Klickitat County, Washington, said easement being 10 ft. on each side of the following described centerline:

Beginning at the northeasterly edge of said house said point being 514.42 ft. south and 274.52 ft. east of the North 1/4 corner of said Section 8; thence

Cliff Side Mt. Homes Tracts
Road and Utilities Easement

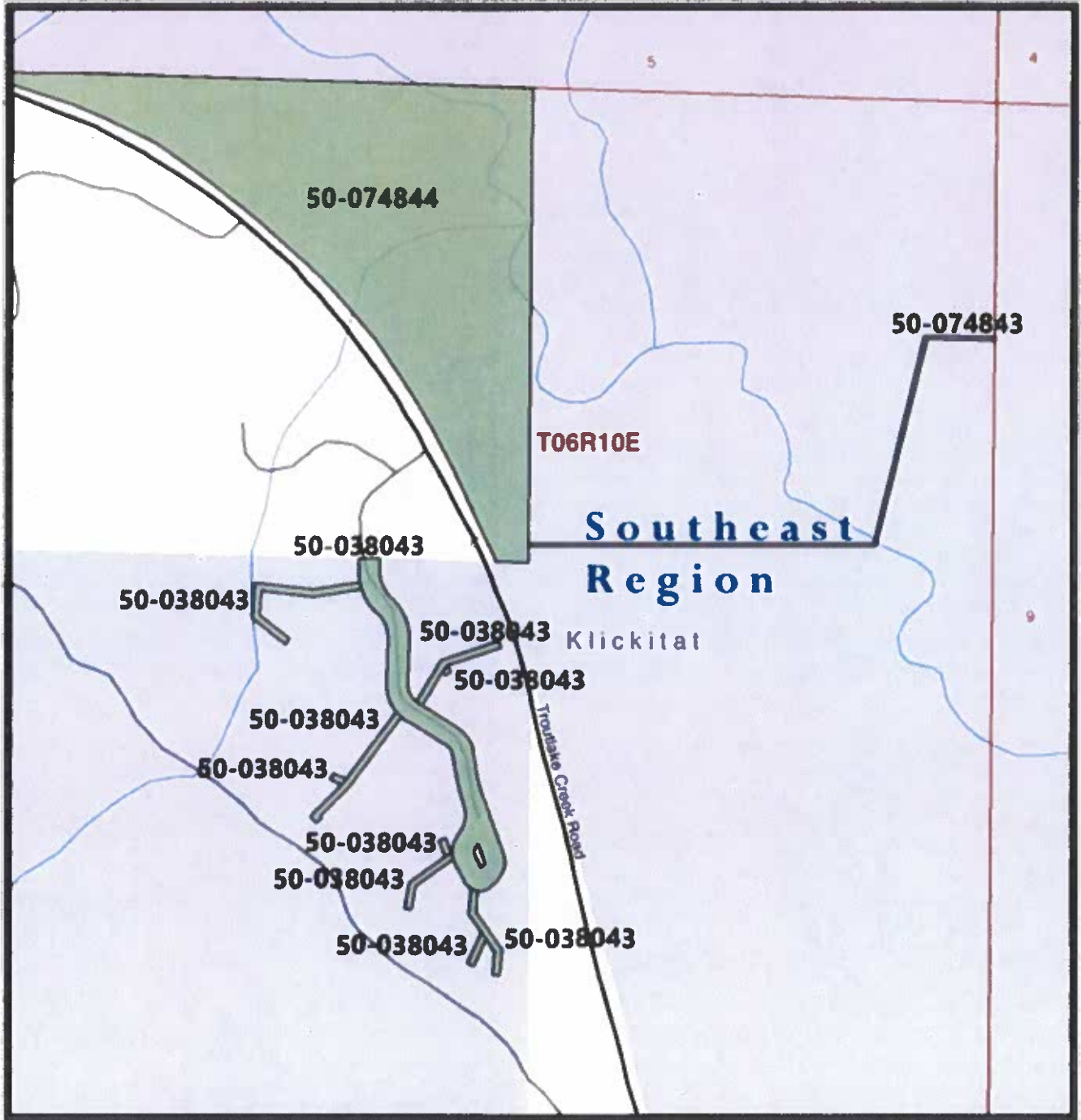
TO EXISTING HOUSE (Continued)

N. 63° 23' 01" E., 195.00 ft. to the northwesterly right-of-way line of County Road No. 1727 and there terminating. Centerline road station 135+50 being N. 63° 23' 01" E., 34 ft. from said terminus point.



EXHIBIT D

50-038043 Buried Transmission Line Effective Date: 7/15/1975



Spatial Nature

Area Encumbrance

- 55. Aquired By DNR
- 50. Granted By DNR

DNR Managed Lands

- Trust Lands & Forest Board Trust Lands

Roads by USGS Class

- 1. Primary Highway/All-Weather/Hard Surface
- 2. Secondary Highway/All-Weather/Hard Surface
- 3. Light-Duty Road/All-Weather/Improved
- 4. Unimproved Road/Fair or Dry Weather
- 5. 4 wheel drive





WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

**RECORD SEARCH
WATER SYSTEM EASEMENT**

Application No: 50-101705
Region: Southeast
County: Klickitat
Grantee: John Fuller
Address: PO Box 225, Trout Lake, WA 98650
Grantor: Washington State Department of Natural Resources (DNR)

Description

Portions of:	Sec	Twp	Rge	Surface Trust #	Timber Trust #	Mineral Trust #	GIS Parcel #
SW¼NE¼ (lots 1-3 on Klickitat County Boundary Line Adjustment, BLA #2017-02)	8	6N	10E	01	01	01	2834

Encumbrances

Class	Number	Event	Expire Dt	Grantee	Date Gtd.
LSE	39-068728	COMMER	2/1/2027	Duane G. Warren	2/16/1978
LSE	39-068729	COMMER	2/1/2027	John P. Fuller	5/15/1973
LSE	39-068730	COMMER	2/1/2027	Lanny D. Smith	6/18/1974
ESE	50-004385	ROAD	Indef.	USDA, Gifford Pinchot National Forest	10/25/1956
ESE	50-028767	ROAD	Indef.	Champion International Corporation	2/1/1963
ESE	50-038043	ROAD/BRPOWER	Indef.	Klickitat County PUD #1	7/15/1975
ESE	50-CR3075	CROAD	Indef.	Klickitat County	3/12/1975

Pending Applications

Class	Number	Event	Grantee	Proc. Date
LAND	02-097152	SALE	DNR	8/6/2018
LAND	86-099144	EXCHANGE	DNR	5/7/2019

No Region Encumbrances of Record

Special Notations

NONE

Title Examiner: John Graham
 Proofread by AP Date: 12/15/2020

Date: December 11, 2020

When recorded return to:
Department of Natural Resources
Natural Resources Building
Attn: Rod Rennie
1111 Washington St SE
Olympia, WA 98504



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES
HILARY S. FRANZ | COMMISSIONER OF PUBLIC LANDS

WATER SYSTEM EASEMENT

Grantor(s): State of Washington, acting by and through the Department of Natural Resources
Grantee(s): John Fuller
Legal Description: Ptns. of Lots 1, 2, 3 Klickitat BLA 2017-02
Assessor's Property Tax Parcel or Account Number: 06100817020100, 06100817020200, 06100817020300
Cross Reference: N/A
DNR Easement No. 50-101705

This Water System Easement ("Easement") is between JOHN FULLER, an individual herein called "Grantee" and the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, herein called "State" dated as of July 7, 2021 "Effective Date."

1. **Conveyance.** State, hereby grants and conveys to Grantee a non-exclusive easement over parcels of land in Klickitat County legally described as set forth in Exhibit A attached hereto and incorporated herein ("Burdened Parcel"), located approximately as depicted on sheets 3 and 4 of the Klickitat Boundary Line Adjustment, BLA 2017-02 recorded in the real property records of Klickitat County, recorded January 9, 2018 in Volume 1 of Boundary Line Adjustments, Page 462-462C, auditor file number 1127244, labeled thereon as the "Well Sanitary Control Area" and the "Water Lines" ("Easement Area"). This Easement is deemed appurtenant to real property located in Klickitat County, Washington, legally described as set forth in Exhibit B attached hereto and incorporated herein ("Benefited Parcel"). The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein. Such owners must apply separately for an easement to the newly created parcels, which may or may not be granted by State at State's sole discretion.

2. Consideration. Grantee's termination of its existing lease that encumbers State-owned property not encumbered by this Easement, the performance by Grantee of the terms and conditions specified herein, and in receipt of other good and valuable consideration received from Grantee. Simultaneously, and as a condition of the execution of this Easement, State and Grantee shall execute a Termination of Lease, to be recorded in the real property records of Klickitat County, Washington.

3. Term. The Easement shall be perpetual unless terminated as set forth hereafter.

4. Purpose. This Easement is granted for the purpose of and is limited to Grantee's use of the water well and associated water system within the Easement Area ("Water System") by one residential dwelling located on the Benefited Parcel. Authorized use shall include the right to transport water from the well through the water pipes located within the Easement Area to the Benefited Parcel, subject to the restrictions set forth herein. The purpose of this Easement shall not be changed or modified without the consent of State, which shall be at its sole discretion. Any unauthorized use of this Easement Area shall be considered a material breach of this Easement.

5. Improvements. Grantee shall construct no improvements without the prior written consent of State which shall be at State's sole discretion. Unless the parties agree in writing to share the cost of improvements, improvements shall be at the sole expense of the improver.

6. Notice. Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, certified return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed given upon delivery, confirmation of facsimile, or three (3) days after being mailed, whichever is applicable. In the event

To State:
Department of Natural Resources
Natural Resources Building
Attn: Product Sales and Leasing Division
1111 Washington St SE
Olympia, WA 98504

To: Grantee:
John Fuller
P.O. Box 225
Trout Lake, WA 98650

7. Recording. Grantee shall record this Easement in the county in which the easement property is located, at Grantee's sole expense. Grantee shall provide State with a copy of the recorded easement. Grantee shall have thirty (30) days from the date of delivery of the final executed Easement to comply with the requirements of this section. If Grantee fails to record this Easement, State may record it and Grantee shall pay the costs of recording, including interest, upon State's demand.

8. Termination. State shall have the right to terminate this Easement if Grantee fails to cure a material breach of this Easement within sixty (60) days of notice of default ("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, Grantee shall commence to cure the default within the Cure Period and diligently pursue such action necessary to complete the cure. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination shall continue until fully performed. Designation of certain breaches as material throughout this Easement shall not preclude other breaches from being declared material. Grantee shall, upon the termination or forfeiture of the rights granted herein, convey to State all water rights and permits pertaining to wells on the lands described herein, if applicable.

9. Advance by State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month until paid.

10. Construction. The terms of this Easement shall be given their ordinary meaning unless defined herein and shall not be presumptively construed against the drafter.

11. Headings. The headings in this Easement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Easement nor the meaning of any of its provisions.

12. Modification. Any modification of the Easement must be in writing and signed by the parties. State shall not be bound by any oral representations or statements.

13. Non-waiver. The waiver by State of any breach or the failure of State to require strict compliance with any term herein shall not be deemed a waiver of any subsequent breach.

14. Severability. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

GRANTEE:

Dated: 5/5/2021, 2021.

John Fuller
JOHN FULLER

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: 7/7, 2021.

Angus W. Bowdler
Angus Bowdler, Deputy Supervisor for Uplands
1111 Washington ST SE
P.O. Box 47001
Olympia, WA 98504-7001



Approved as to form
March 18, 2021
By Kirsten Nelsen
Assistant Attorney General
for the State of Washington

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON

County of Klickitat

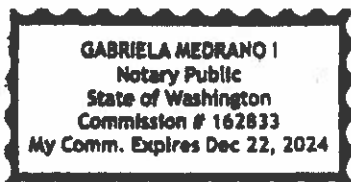
I certify that I know or have satisfactory evidence that JOHN FULLER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 5, 2021

(Seal or stamp)

Gabriela Medrano J.
(Signature)

Gabriela Medrano J.
(Print Name)



Notary Public in and for the State of Washington, residing at White Salmon

My appointment expires Dec. 22, 2024

STATE ACKNOWLEDGEMENT

State of Washington

County of Thurston

I certify that I know or have satisfactory evidence that ANGUS BRODIE is the person who appeared before me, and said person acknowledged that he signed this instrument. on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy Supervisor for Uplands of the Department of Natural Resources of the State of Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/7/2021

(Seal or stamp)



Tami K. Kellogg
(Signature)

Tami K. Kellogg
(Print Name)

Notary Public in and for the State of Washington, residing at McCleary

My appointment expires 11/28/2024

**EXHIBIT A
BURDENED PARCEL**

Lots 1, 2, and 3 of Klickitat Boundary Line Adjustment, BLA 2017-02 recorded in the real property records of Klickitat County, recorded January 9, 2018 in Volume 1 of Boundary Line Adjustments, Page 462-462C, auditor file number 1127244.

EXHIBIT B
BENEFITED PARCEL

PARCEL 11

A parcel of land in the Northwest quarter of the Northeast quarter, Section 8, Township 6 North, Range 10 East, of the Willamette Meridian, in the County of Klickitat and State of Washington, described as follows:

Beginning at a point on the South line of the Northwest quarter of the Northeast quarter of said Section 8 that is South 88 degrees 37' 25" East a distance of 692.48 feet from the Southwest corner of said Northwest quarter of the Northeast quarter; thence South 88 degrees 37' 25" East, along the South line of said Northwest quarter of the Northeast quarter, a distance of 131.80 feet to a point; thence North 0 degrees 48' 53" East, a distance of 69.75 feet to a point; thence North 88 degrees 37' 25" West, a distance of 101.11 feet to a point; thence South 46 degrees 40' 49" West, a distance of 42.20 feet to a point; thence South 1 degrees 22' 35" West, a distance of 40.12 feet, to the point of beginning.

	A	B	C	D	E	F	G	H	I	
1	ATB Indexing Form									
2	<i>Note: Please leave fields blank if not applicable</i>							PAS Initials		BH
3	Prefix	50								
4	Agreement Number	50-CR3075								
5	Document Type	contract								
6	Agreement Name									
7	Transaction Type	easement - county road								
8	Effective Date/Date Granted	3/12/1975								
9	Expiration Date	indefinite								
10	Grantee/Lessee/Buyer	Klickitat County								
11	Grantor/Lessor/Seller	DNR								
12										
13	Water Body (aquatics)									
14	Notes (Deed file # or Aquatic Plate Reference)									
15	Additional Parcel Information or special instructions	no recording info								
16										
17	GIS Parcel ID Entries	County	Klickitat	<i>County,</i>						
18										
19		Region	southeast							
20					Sec	Tsp	Range	E/W	G. Lot	
21	Parcel ID 1	2858	Parcel ID 21							
22	Parcel ID 2	97220	Parcel ID 22							
23	Parcel ID 3	97221	Parcel ID 23							
24	Parcel ID 4	96913	Parcel ID 24							
25	Parcel ID 5	96909	Parcel ID 25							
26	Parcel ID 6	2834	Parcel ID 26							
27	Parcel ID 7	3312	Parcel ID 27							
28	Parcel ID 8	96906	Parcel ID 28							
29	Parcel ID 9		Parcel ID 29							
30	Parcel ID 10		Parcel ID 30							
31	Parcel ID 11		Parcel ID 31							
32	Parcel ID 12		Parcel ID 32							
33	Parcel ID 13		Parcel ID 33							
34	Parcel ID 14		Parcel ID 34							
35	Parcel ID 15		Parcel ID 35							
36	Parcel ID 16		Parcel ID 36							
37	Parcel ID 17		Parcel ID 37							
38	Parcel ID 18		Parcel ID 38							
39	Parcel ID 19		Parcel ID 39							
40	Parcel ID 20		Parcel ID 40							

R/W ROAD

APPLICATION NO. **CR3075** AREA **SOUTHEAST**
 DATE FILED **MAY 3 1974** COUNTY **KLICKITAT**
 GRANT **COUNTY TRUST & SCHOOL**
 APPLICANT **Klickitat County**

DESCRIPTION		
NW ⁺ SW ⁺ ,	Sec. 5,	CT
NE ⁺ SE ⁺ , S ² NE ⁺ ,	Sec. 6,	Co trust
SE ⁺ SE ⁺ , SW ⁺ NE ⁺ ,	Sec. 8,	CT
SW ⁺ ,	Sec. 16,	School
NE ⁺ NW ⁺ ,	Sec. 21,	Co T

Acres _____ Sec. **all in** Twp. **6** N., Range **10 E** W.M.

ENCUMBRANCES

Comm Lse 59315 exp 2/1/2027
 R/W Roads Nos. 29195, 2272, F-4385 & 4383
 Gtz Lse 57372 exp 6/1/82
 R/W pipeline #15217

C-3-26-75 gw ✓

TB-3-26-75 RB

see next

APPLICATION	
Reg. MAY 3 1974	16
T.B. MAY 3 1974	16
INSTRUMENT	
Reg. 3/15/75	16
T.B. 3/14/75	16

APPLICATION	
Reg. _____	_____
T.B. _____	_____
INSTRUMENT	
Reg. _____	_____
T.B. _____	_____

ASSIGNMENTS	
Reg. _____	_____
T.B. _____	_____
Reg. _____	_____
T.B. _____	_____

RECEIVED

MAR 11 1975

COMMISSIONER OF PUBLIC LANDS

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Easement No. CR 3075

THIS EASEMENT, made and entered into this 12th day of March, 1975, by and between KLIKITAT COUNTY, herein called the "Grantee," and the State of Washington, acting by and through the Department of Natural Resources, herein called the "State," WITNESSETH:

The State for and in consideration of the terms and conditions specified herein, hereby grants and conveys to the Grantee:

An easement for a right of way for the sole purpose of construction, operation, use, and maintenance of a road over and across a location as shown on Plat No. CR-3075 filed in the office of the Commissioner of Public Lands at Olympia, Washington, reductions of which are attached as Exhibits A, B, and C, indicating said right of way in red, and by this reference made a part hereof, all in Klickitat County, Washington. Provided, the Grantee may permit the installation of utilities specifically pertaining to electronic transmission lines, telephone lines, or pipelines but for no other purposes.

This easement granted herein is subject to the following terms, conditions, and provisions:

Subject, however, to an easement for right of way for a pipeline granted to United States of America on March 22, 1938, under Application No. 15217.

Subject, however, to an easement for right of way for access road granted to United States Forest Service on October 25, 1956, under Application No. F-4385.

Subject, however, to an easement for right of way for access road granted to United States Forest Service on December 26, 1956, under Application No. F-4386.

Subject, however, to an easement for right of way for access road granted to United States Forest Service on February 1, 1957, under Application No. 2272.

Subject, however, to an easement for right of way for access road granted to United States Forest Service on March 9, 1957, under Application No. F-4383.

Subject, however, to an easement for right of way for access road granted to United States Forest Service on June 27, 1957, under Application No. F-4384.

Subject, however, to an easement for right of way for utility line granted to Klickitat County Public Utility District No. 1 on September 25, 1961, under Application No. 25322.

Subject, however, to an easement for right of way for utility line granted to Klickitat County Public Utility District No. 1 on November 30, 1963, under Application No. 28195.

Subject, however, to an application for the purchase of timber filed by the State of Washington on July 7, 1971, under Application No. 35635.

Consideration

The consideration paid by the Grantee to the State is as follows:

None: The benefits accruing to the State from the granting the public access rights offset the damage to the land by the same grant.

App. No. CR-3075

OLYMPIA COPY

Damage and Protection from Damage

Grantee, when using the rights granted herein, shall repair or cause to be repaired at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent use of said rights.

All soil surfaces on the right of way, temporary roads and skid trails which are devoid of natural cover as a result of the operations hereunder, shall be reseeded to a grass mixture recommended by the local office of the County Extension Agent.

All legal subdivision survey corners and witness objects are to be preserved. If such are destroyed or disturbed, the Grantee shall re-establish same in accordance with U. S. General Land Office standards at his own expense. Those corners that must be necessarily disturbed or destroyed in process of construction must be adequately referenced prior to removal of the corner and/or witness object. Grantee shall record these references in the respective offices of the local County Engineer and the Commissioner of Public Lands.

The Grantee shall prevent the establishment of weeds upon, and the spread of weeds from, any portion of the right of way herein granted which is adjacent to cultivated State lands and shall further comply with the county noxious weed control board rules and regulations established under the Uniform Noxious Weed Control Statute (Chapter 113, Laws of 1969 Ex. Ses.). Payment of weed control costs will be the Grantee's responsibility.

In the event the county noxious weed control board directs the Grantee to control weeds or the Grantee elects to kill or control the growth of weeds and/or brush by chemical treatment within or in proximity to said right of way, he shall use only those chemical agents, the container labels of which have been registered with the Washington State Department of Agriculture. Such use must be in accordance with the labeled directions and approved of jointly by the Washington State Department of Agriculture and the County Extension Agent before commencement of any control program.

Facility Protection

Trees that become an interference or a hazard to the rights herein granted and located outside of the limits of said right of way may be removed upon obtaining the written consent of the State, and payment of the appraised value thereof.

Restoration

It is understood and agreed that in the event any portion of the road described herein is abandoned, the Grantee shall take the necessary legal action to vacate such portions and shall immediately restore the land within all abandoned portions to a natural condition as may be directed by the State.

On those portions designated for restoration, all asphalt shall be removed from the abandoned right of way and shall not be deposited on the adjacent State land; in addition, the land surface shall be scarified to blend with the adjoining landscape.

Notice of Noncompliance

The State shall notify the Grantee by United States mail, addressed to the address shown on the application for this easement on file with the State in Olympia, Washington, of any instance of noncompliance by the Grantee, its employees, permittees, contractors or subcontractors with any of the terms and conditions hereof. Such notice will specifically identify the manner of noncompliance herewith.

In the event the Grantee does not undertake, or cause to be undertaken, remedial action within fifteen (15) days following receipt of said notice, the State, acting by and through its Area Manager at Ellensburg, Washington, may suspend the Grantee's operations until such time as effective remedial action is taken.

App. CR 3075

IN WITNESS WHEREOF, the parties hereto have executed this instrument, in duplicate, as of the day and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

By *Bert Cole*
BERT L. COLE
Commissioner of Public Lands

Klickitat County

Paul Kelly
Mary B. Kitchen
Joe Shotton
County Commissioners

Box 184
Goldendale, WA 98620

App. No. CR-3075
db

W. J. Johnson
PROCESSED *CLT*
CHECK LIST *CLT*
DATE *3/12/75*
W. J. Johnson 3-12-75

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

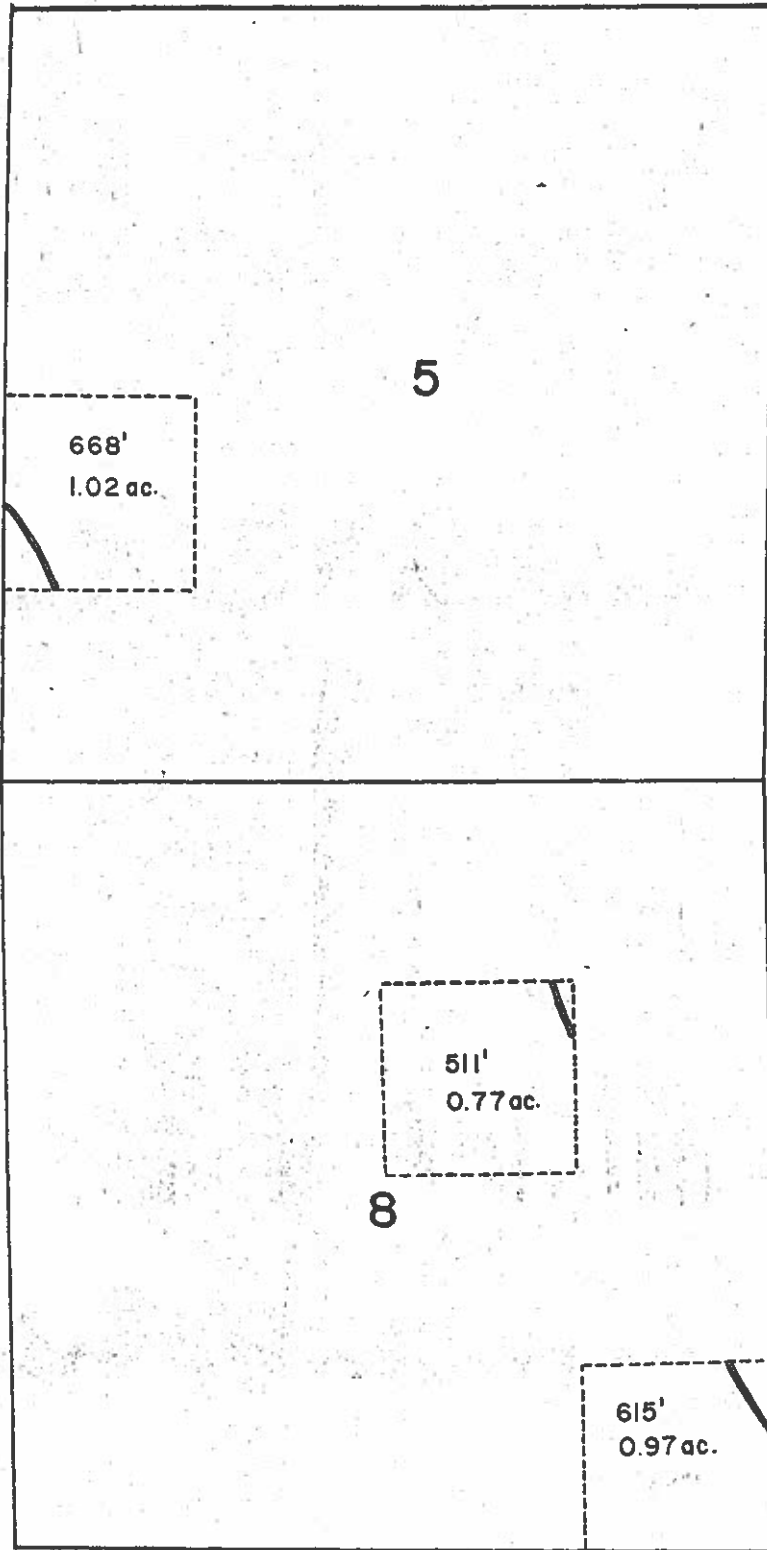
Form No. _____

County KLICKITAT

Name _____

District SOUTHEAST

T 6 N R 10E W.M.



R/W = 66'
SCALE: 1"=1000'

EXHIBIT A

DRAWN BY: D.G.
DATE: 7-31-74

(CORNERS)

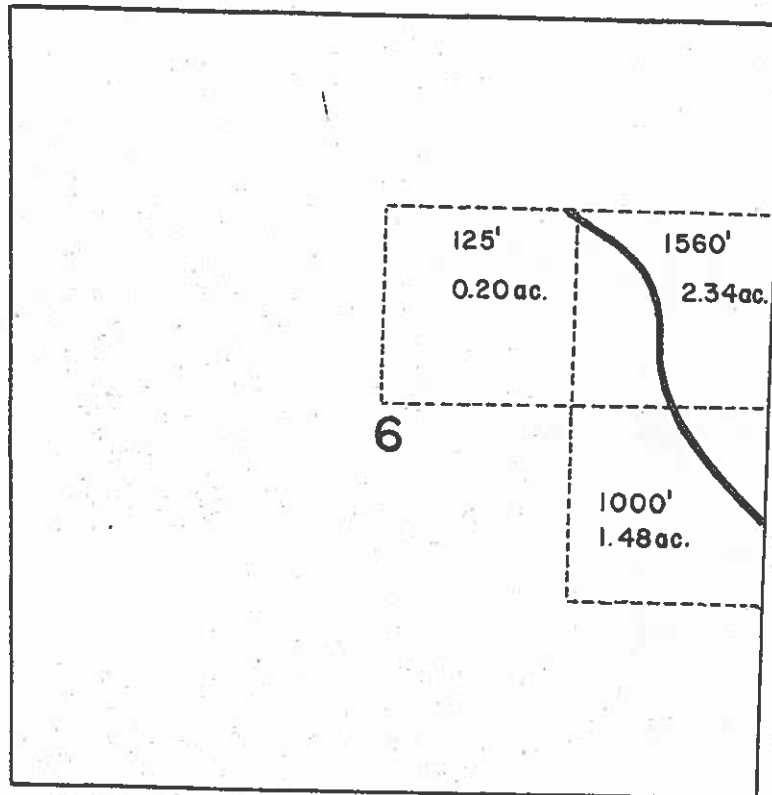
APPROXIMATE ACCURATE COINCIDENT OTHER AGENCY 1/16

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Form No. _____
Name _____

County KLICKITAT
District SOUTHEAST

T 6 N R 10E W.M.



R/W = 66'
SCALE: 1" = 1,000'

EXHIBIT B

DRAWN BY: D.G.
DATE: 7-31-74

(CORNERS)

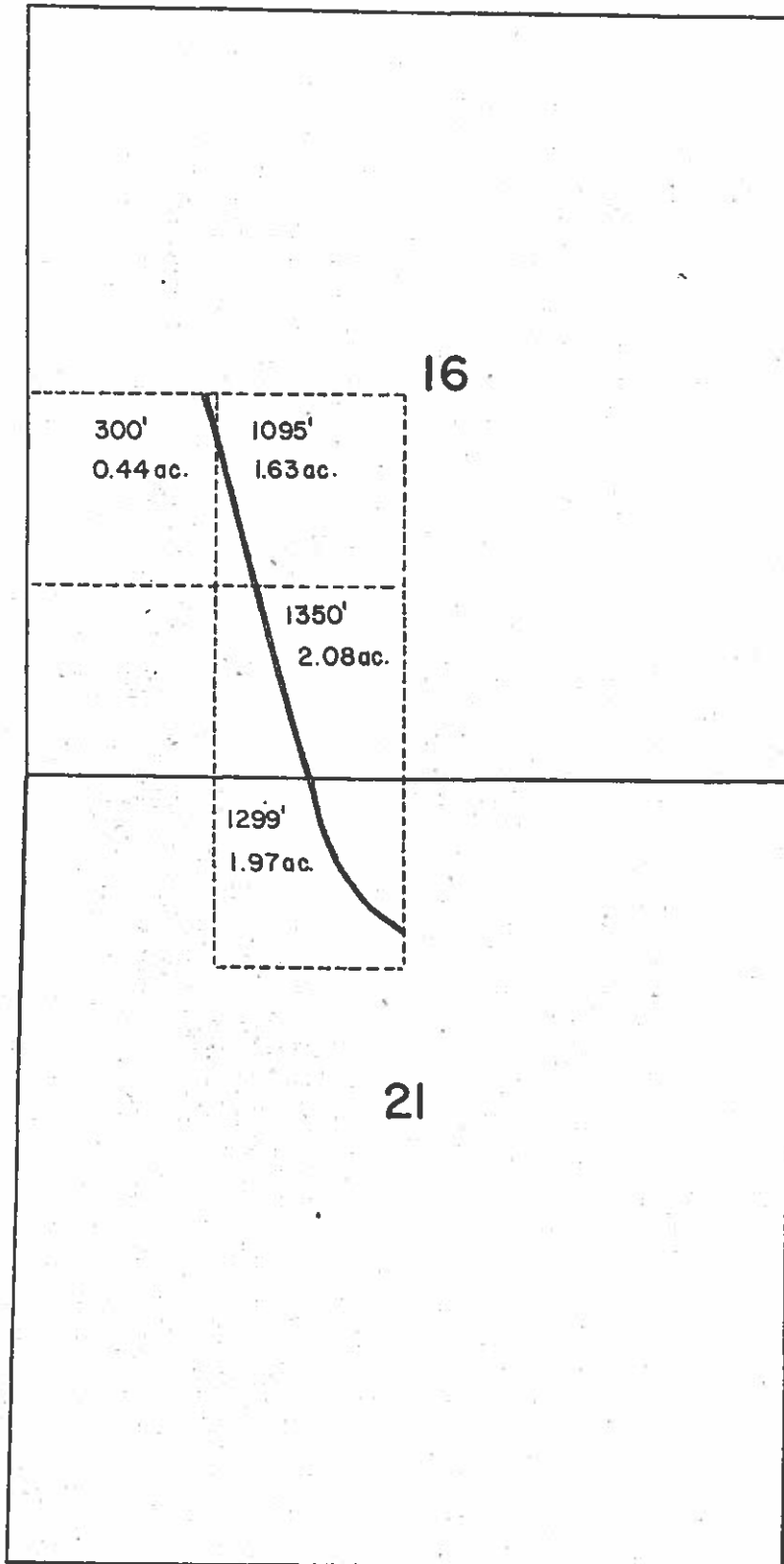
APPROXIMATE ACCURATE COINCIDENT OTHER AGENCY 1/16

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BERT L. COLE, Commissioner of Public Lands

Form No. _____
Name _____

County Klickitat
District Southeast

T 6 N R 10E W.M.



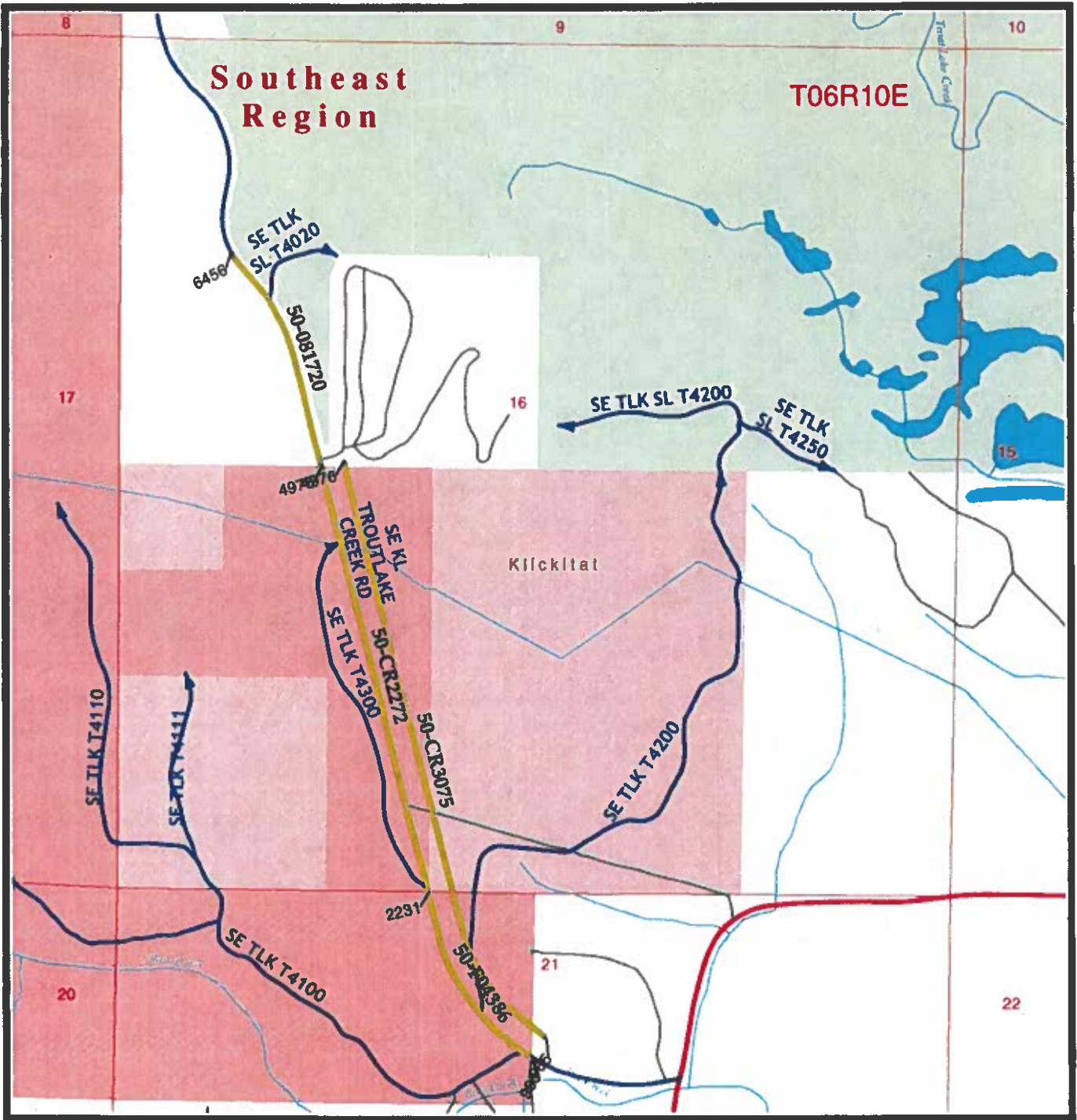
R/W = 66'
SCALE: 1"=1000'

EXHIBIT C

DRAWN BY: D.G.
DATE: 7-31-74

(CORNERS)

APPROXIMATE ACCURATE COINCIDENT OTHER AGENCY 1/16



**Road Right of Way Events
Grant Codes**

- 1: Acquired by DNR
- 2: Granted to Other
- 3: Merged in Title

DNR Routes

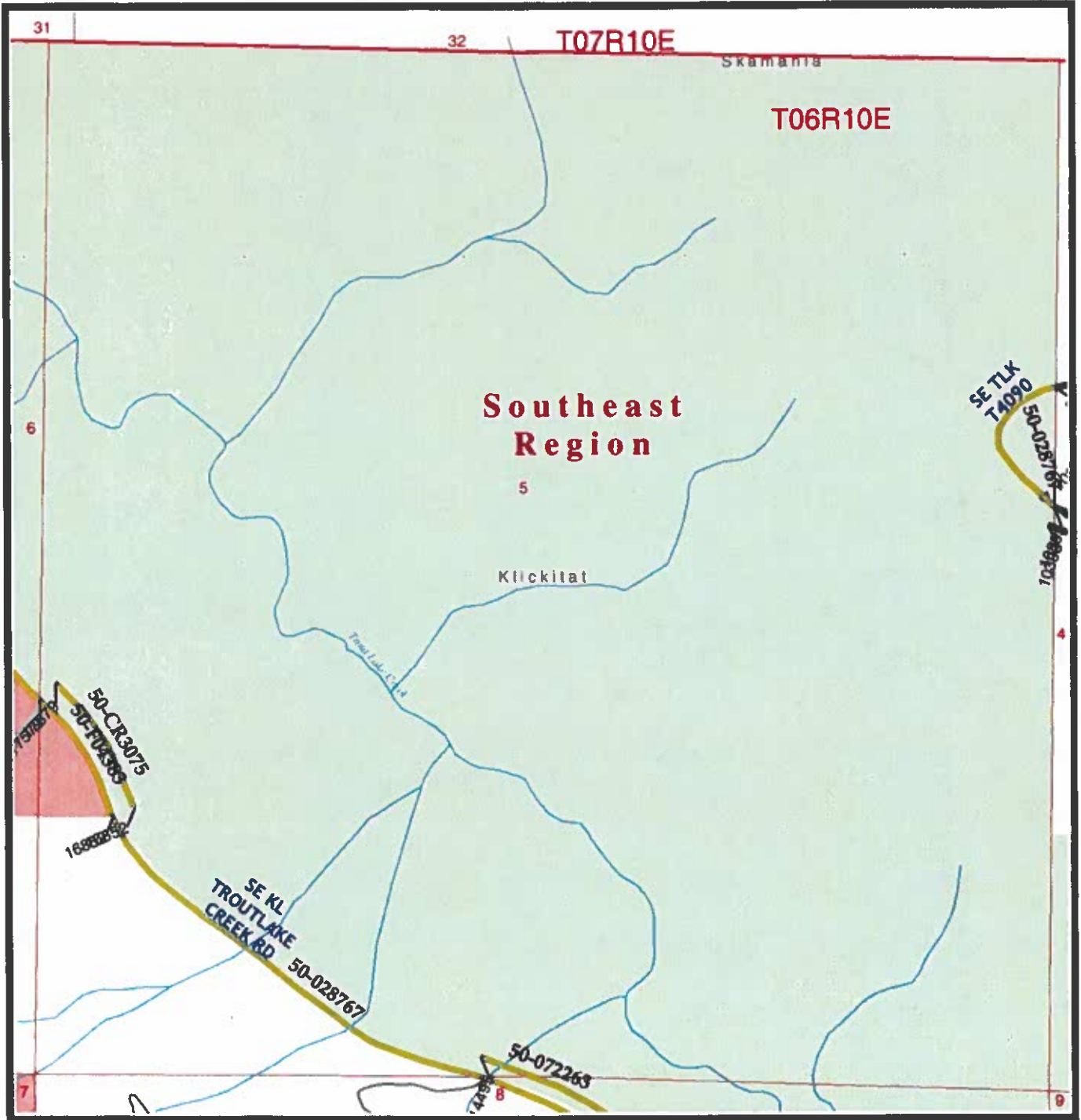
- Route Direction

Road by USGS Class

- 1: Primary Highway/All-Weather/Hard Surface
- 2: Secondary Highway/All-Weather/Hard Surface
- 3: Light-Duty Road/All-Weather/Improved
- 4: Unimproved Road/Fair or Dry Weather
- 5: 4 wheel drive

**DNR-Managed Lands
Surface Lands**

- Granted Trust Lands
- Forest Board Trust Lands
- NAP / NRCA
- Other DNR-Managed Lands








**Road Right of Way Events
Grant Codes**

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-  2: Granted to Other
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DNR Routes


-  Route Direction

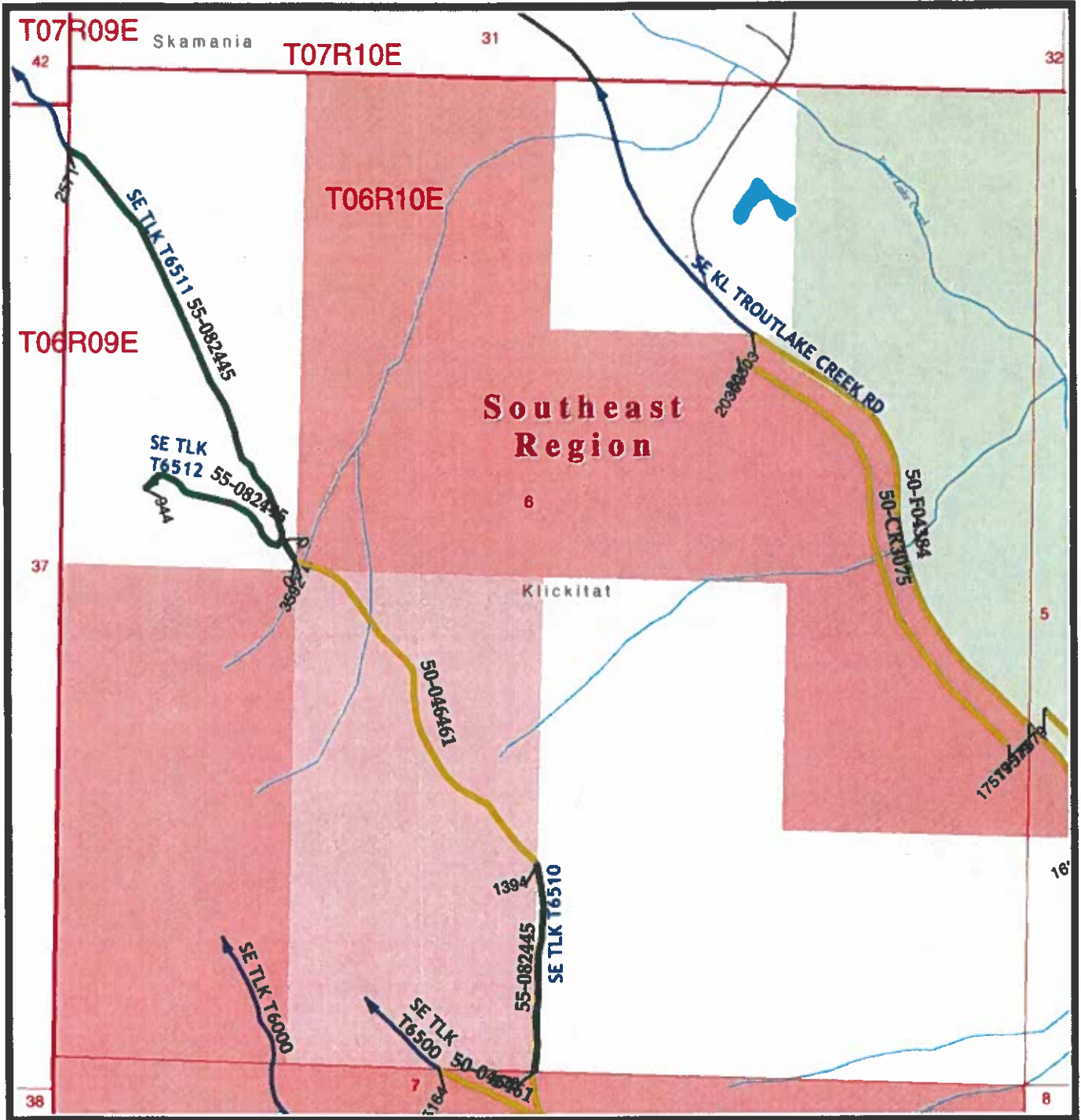
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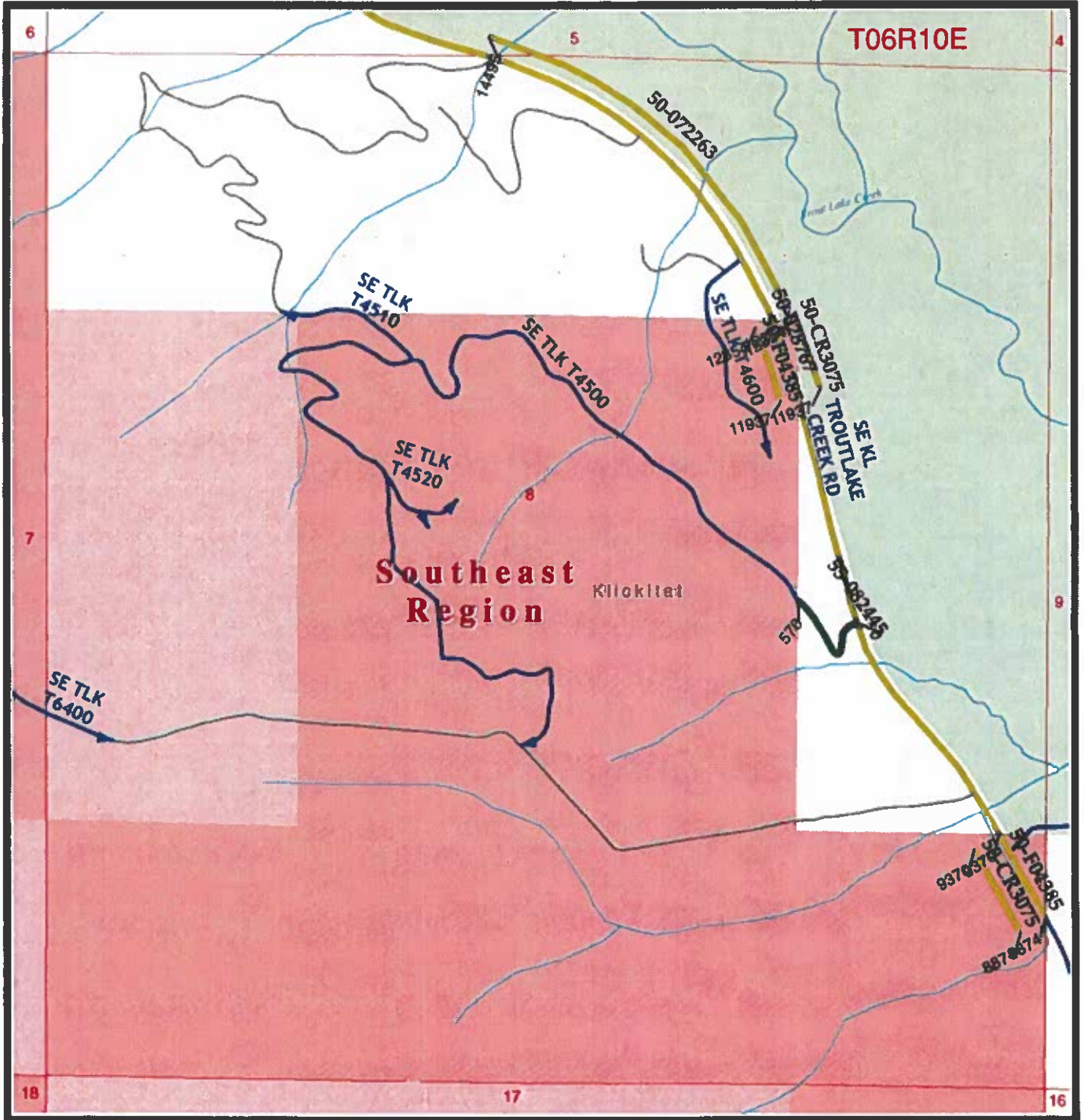
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