

Legal Description:

Lot 3 of BLA No. 2017-02, filed on
January 9th, 2018 in Volume 1 of Boundary Line Adjustments
Pages 462, as Auditor's No. 1127244, Klickitat County
Records.

Altering Home sites in the Plat of Cliff Side Mt. Home Tracts

Being a portion of Section 8, Township 6
North, Range 10 East, of the Willamette Meridian, in
the County of Klickitat, State of Washington.

(Signed) Warren A. Williams.

(No witnesses)

Warren A. Williams acknowledges on November 6th, 1926, before Louis O. Cochrane, Notary Public in and for the State of Washington, County of Thurston, residing at Yelm.

Recorded in Vol. "62" of Deeds on page 358

Recorded on November 10th, 1926, 2:41 P. M.

State of Washington, County of Klickitat.)ss. No. 230.

THIS INDENTURE, Made this 14th day of October, A. D. 1926, between Helena McGuire, as Treasurer of Klickitat County, State of Washington, party of the first part, and M. A. Barnes, party of the second part:

WITNESSETH, That whereas, at a public sale of real estate held on the 9th day of October, A. D. 1926, pursuant to a real estate tax judgment entered in the Superior Court in the County of Klickitat on the 24th day of Sept. A. D. 1926, in proceedings to foreclose tax liens upon real estate and an order of sale duly issued by said Court M. A. Barnes duly purchased in compliance with the laws of the State of Washington, the following described real estate, to-wit:

Description	Sec.	Twp.	Range	Acres
SW $\frac{1}{4}$	11	4	10	160
SW NE $\frac{1}{4}$; SE NW $\frac{1}{4}$; NE SW $\frac{1}{4}$; NW SE $\frac{1}{4}$	8	6	10	160
SE SE $\frac{1}{4}$	5	5	11	40
NW $\frac{1}{4}$ of Lot 2; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Lot 2	4	6	14	15.73
NE NW SE $\frac{1}{4}$	25	5	17	10
SW NW $\frac{1}{4}$	27	5	17	40
N $\frac{1}{2}$ SW $\frac{1}{4}$	35	6	15	80
Fairview Addition to the Town of Goldendale: Lots 1 to 5 inclusive, Bl. 3; East 47 ft. of Lot 6, Bl.3				

And that said M. A. Barnes has complied with the laws of the State of Washington, necessary to entitle her to a deed for said real estate.

NOW, THEREFORE, know ye, that I, Helena McGuire, County Treasurer of said County of Klickitat, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases provided, do hereby grant and convey unto M. A. Barnes, her heirs and assigns, forever, the said real estate hereinbefore described.

Given under my hand and seal of office this 14th day of October, A. D. 1926.

(SEAL)

(Signed) Helena McGuire,
County Treasurer.
By Roy P. Quiney, Deputy.

November 14th, 1935, before Horace L. Miller, Notary Public,
Wagon, County of Yakima, residing at Sunnyside, Washington.

(SEAL)

QUITCLAIM DEED.

Clerk's File No. 2781.

Filed for record November 25th, 1935, at 8:29 A. M.
Recorded in Vol. 73 of Deeds, page 126

M. A. BARNES, a Maiden,

* TO *

TIMBER & DEVELOPMENT CO., (a Corporation)

Dated November 22nd, 1935.

Consideration: \$1.00 and other valuable consideration.

REMISE, RELEASE AND FOREVER QUITCLAIM

* * *

S $\frac{1}{2}$ S $\frac{1}{2}$ NESE $\frac{1}{4}$;	S $\frac{1}{2}$ NESE $\frac{1}{4}$;	SESE $\frac{1}{4}$;	Sec. 34	Tp. 4	N. R. 11	E. W. M.
SE SE $\frac{1}{4}$;			" 5	" 5	" "	11 E.
SW $\frac{1}{4}$;			" 32	" 5	" "	12 E.
SW NW $\frac{1}{4}$;			" 25	" 6	" "	13 E.
NE NE $\frac{1}{4}$;			" 26	" 6	" "	13 E.
N $\frac{1}{2}$ SW NW $\frac{1}{4}$;			" 29	" 5	" "	14 E.
E $\frac{1}{2}$ NE $\frac{1}{2}$ NE SE $\frac{1}{4}$			" 32	" 5	" "	14 E.
Lots 1 & 2 SW NE $\frac{1}{4}$ N $\frac{1}{2}$ SW $\frac{1}{4}$, NWSE $\frac{1}{4}$			" 2	" 5	" "	15 E.
SE SW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$			" 4	" 5	" "	15 E.
SE $\frac{1}{4}$			" 6	" 5	" "	15 E.
NW NE $\frac{1}{4}$			" 9	" 5	" "	15 E.
NE NE $\frac{1}{4}$			" 30	" 5	" "	15 E.
NE NW SE $\frac{1}{4}$			" 25	" 5	" "	17 E.
SW NW $\frac{1}{4}$			" 27	" 5	" "	17 E.
All Frac.			" 1	" 5	" "	18 E.
N $\frac{1}{2}$ NE $\frac{1}{4}$			" 14	" 5	" "	10 E.
SE NW $\frac{1}{4}$; NE SW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$;			" 7	" 6	" "	10 E.
SW NE $\frac{1}{4}$; SE NW $\frac{1}{4}$; NE SW $\frac{1}{4}$; NW SE $\frac{1}{4}$			" 8	" 6	" "	10 E.
NW NE $\frac{1}{4}$; NE NW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$;			" 26	" 6	" "	10 E.
SE $\frac{1}{4}$			" 14	" 6	" "	15 E.
N $\frac{1}{2}$ SW $\frac{1}{4}$			" 35	" 6	" "	15 E.

TO HAVE AND TO HOLD

* * *

(Signed) M. A. Barnes

M. A. Barnes acknowledged on November 22nd, 1935, before Sim A. Bennett, Notary Public for Oregon, County of Multnomah.

(SEAL)

Filed for record January 16th, 1937 at 8:30 A. M.
 Recorded in Vol. 74 of Deeds, pages 516-25.

J. W. GRAY, as Treasurer of Klickitat County, State of Washington,

* TO *

KLICKITAT COUNTY, STATE OF WASHINGTON.

Dated January 12th, 1937.

WITNESSETH, That whereas, at a public sale of real estate held on the 9th day of January, 1937, pursuant to a real estate tax judgment and order for sale regularly entered in the Superior Court of the State of Washington, for Klickitat County, on the 29th day of December, 1936, and filed as Tax Case Number 5589, of said court, there were no other bidders for the said real property offered for sale and the same was then and there duly and regularly struck off and sold to Klickitat County, State of Washington by me, in conformity with the laws of the State of Washington; said lands being situate in Klickitat County, Washington and described as follows, to-wit:

DESCRIPTION	Sec.	Typ.	Rng.	Acres
Academy Heights Add to Goldendale	11, 12 & 13	1		
" " " " " "	15 & 16	3		
" " " " " "	3	8		
" " " " " "	1 to 14	12		
Barnes Add to Goldendale	7	2		
Chatfields 1st Add to Goldendale	E $\frac{1}{4}$ 7	2		
" " " " " "	W 40' 6	2		
" " " " " "	W 32' 6	3		
" " " " " "	E 32' 7	3		
Chatfields 3rd Add to Goldendale	2 & 3	6		
" " " " " "	Strip 6' E of 2	6		
Fairview Add to Goldendale	1 & 2	1		
" " " " " "	13 & 14	1		
" " " " " "	15 & 16	1		
" " " " " "	5 to 8	15		
" " " " " "	15 & 16	15		
Golden's Central Add to Goldendale	15 & 16	37		
" " " " " "	9 & 10	38		
" " " " " "	7 & 8	40		
" " " " " "	11 & 12	40		
Golden's 1st Add to Goldendale	E $39\frac{1}{2}$ ' of W $47\frac{1}{2}$ ' 5	13		
" " " " " "	E $\frac{1}{2}$ 9	16		
Golden's 2nd Add to Goldendale	10 & 11	15		
" " " " " "	12	15		
" " " " " "	9	16		

S $\frac{1}{2}$ NW $\frac{1}{4}$ 13 4 10 40
 NWSW $\frac{1}{4}$ 13 4 10 160

Tax Deed.

Clerk's File No. 7250.

DESCRIPTION	Sec.	Twp.	Rng.	Acres
NWNW $\frac{1}{4}$	23	4	10	40.
S $\frac{1}{2}$ SWNW $\frac{1}{4}$	23	4	10	20.
NWSE $\frac{1}{4}$; N $\frac{1}{2}$ SWSE $\frac{1}{4}$; W $\frac{1}{2}$ SESE $\frac{1}{4}$	23	4	10	80.
N $\frac{1}{2}$ S $\frac{1}{2}$ NESE $\frac{1}{4}$	26	4	10	10.
SESESE $\frac{1}{4}$	26	4	10	10.
W $\frac{1}{2}$ SWSE $\frac{1}{4}$; W $\frac{1}{2}$ E $\frac{1}{2}$ SWSE $\frac{1}{4}$ 30	26	4	10	30.
S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$; W $\frac{1}{2}$ NWSE $\frac{1}{4}$; W $\frac{1}{2}$ SWSE $\frac{1}{4}$; S $\frac{1}{2}$ SESWSE $\frac{1}{4}$;	31	4	10	130.
E $\frac{1}{2}$ NESW $\frac{1}{4}$; N $\frac{1}{2}$ SESW $\frac{1}{4}$; E $\frac{1}{2}$ NESWSW $\frac{1}{4}$	32	4	10	80.
S $\frac{1}{2}$ SW $\frac{1}{4}$	36	4	10	1.17
T.L. 23 in NENE $\frac{1}{4}$				
SESWSW $\frac{1}{4}$	1	5	10	10.
NESE $\frac{1}{4}$	13	5	10	40.
N $\frac{1}{2}$ NE $\frac{1}{4}$	14	5	10	80.
NW $\frac{1}{4}$; S $\frac{1}{2}$ SW	14	5	10	240.
SWNE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$; NESW $\frac{1}{4}$	23	5	10	160.
NENE $\frac{1}{4}$; W $\frac{1}{2}$ NE $\frac{1}{4}$	26	5	10	120.
Lots 7 & 6	6	6	10	75.91
SENW $\frac{1}{4}$; NESW $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$	7	6	10	160.
Lots 3 & 4	7	6	10	77.20
SWNE $\frac{1}{4}$; SENW $\frac{1}{4}$; NESW $\frac{1}{4}$; NWSE $\frac{1}{4}$	8	6	10	160.
S $\frac{1}{2}$ S $\frac{1}{2}$	8	6	10	160.
E $\frac{1}{2}$ NE $\frac{1}{4}$; SWNE $\frac{1}{4}$; NESE $\frac{1}{4}$	17	6	10	160.
SWNW $\frac{1}{4}$	17	6	10	40.
S $\frac{1}{2}$ NE $\frac{1}{4}$; NENE $\frac{1}{4}$	18	6	10	120.
Lots 1 & 2	18	6	10	77.40
SESW $\frac{1}{4}$	18	6	10	40.
S $\frac{1}{2}$ SE $\frac{1}{4}$	18	6	10	80.
SENE $\frac{1}{4}$	19	6	10	40.
NWNE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$	19	6	10	120.
N $\frac{1}{2}$ SE $\frac{1}{4}$; SWNE $\frac{1}{4}$; Lot 3; Lot 4; E $\frac{1}{2}$ SW $\frac{1}{4}$	19	6	10	277.11
SWSE $\frac{1}{4}$	19	6	10	40.
NWNW $\frac{1}{4}$	20	6	10	40.
W $\frac{1}{2}$ SW $\frac{1}{4}$	20	6	10	80.
SWSE $\frac{1}{4}$	22	6	10	40.
T.L. 7 in NWSE $\frac{1}{4}$	24	6	10	3.07
NWNE $\frac{1}{4}$; NENW $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$	26	6	10	160.
NESW $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$	26	6	10	120.
NWNE $\frac{1}{4}$; NENW $\frac{1}{4}$	27	6	10	80.
NWSW $\frac{1}{4}$	27.29	6	10	40.
SESW $\frac{1}{4}$; SWSE $\frac{1}{4}$; SESE $\frac{1}{4}$	32	6	10	120.
S $\frac{1}{2}$ NE $\frac{1}{4}$; NESW $\frac{1}{4}$; NWSE $\frac{1}{4}$	34	6	10	160.
SWNW $\frac{1}{4}$	35	6	10	40.
SENW $\frac{1}{4}$	35	6	10	40.
N $\frac{1}{2}$ NWSW $\frac{1}{4}$	35	6	10	20.

Clerk's File No. 9731.

Filed for record July 28th, 1937 at 9:05 A. M.
Recorded in Vol. 75 of Deeds, pages 521-527

KLICKITAT COUNTY,

* TO *

STATE FOREST BOARD, STATE OF WASHINGTON.

Dated 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.

9731 KLC
758-521-527

(Office Copy)

Clerk's File No. 9731.

2. Deeds:

"(c) Any balance remaining shall be paid to the county in which the lands are located to be paid, distributed and pro-rated 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 Clarence D. Martin,
Chairman
Albert C. Martin
Secretary
Olympia, Washington

(Signed) S. F. Wnuk
Chairman, Board of Commissioners
J. W. Dressel
Alfred M. Matsen

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 described 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 led 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:

KLICKITAT COUNTY
TOWNSHIP 4 NORTH, RANGE 10 EAST

Description	Section	Acres
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$	23	10.00
E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	23	20.00
E $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$	23	10.00

Clerk's File No. 9731.

Description Section Acres

9731 K L Co
75D-521-27

4, Deed,

Clerk's File No. 9731.

<u>DESCRIPTION</u>	<u>Section</u>	<u>Acres</u>
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

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	38.59
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
SE $\frac{1}{4}$ SE $\frac{1}{4}$	20	80.00

Maneuver

211

The United States of America, by *United States Patent.*
T. Roosevelt, President. *Consideration, Cert. No. 7522.*

By H. M. McHear,
Secretary

TO

Date, May 27, 1907

Filed, July 31, 1908, at 8:16 A.M.

Herbert L. Simpson.

Recorded, 9 of Pats, page 203

Act of Congress April 24th 1820

Do give and grant

The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$
of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 8, Tp. 6, N., R. 10,
E.W.M., containing 160 acres.

To have and to hold

Clauses 1, 2, 3.

(LS)
(G. L. O.)

H. W. Sanford
Recorder Gen'l, O.

Recorded Misc., Vol. 606, page 97.

PLAT OF
HOME LEASED SITES
IN
"CLIFF SIDE MT. HOME TRACTS"

IN THE W.1/2 OF THE N.E.1/4 OF SECTION 8,
T.6 N., R.10 E., W.M.
Klickitat County, Washington

SURVEYOR'S CERTIFICATE:

I, Donald J. Branton, Registered Land Surveyor for the State of Washington, Reg. No. 6620, do hereby certify that this Plat is based on an actual survey of the land described hereon conducted by me or under my supervision during the period Aug. 1, 1974 to Sept. 1, 1974, that the distances, courses, angles are shown thereon correctly and that monuments, other than those monuments for setting at a later date, have been set as depict



Donald J. Branton
Donald J. Branton
Registered Land Surveyor



Subscribed and sworn before me this 22nd day of January 1975
Donald J. Branton
Notary Public for the State of
My commission expires 5-15-76

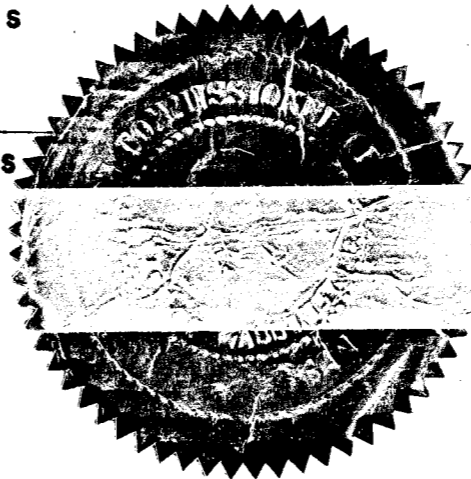
DEDICATION

Know all men by these presents that Washington State Department of Natural Resources, as owner of the hereon described tract of land, have caused the same to be surveyed and platted under the name of "Cliff Side Mt. Home Tracts" in accordance with the statutes of the State of Washington. The roads and easements therein are not dedicated to the public in general, but are specifically dedicated to the exclusive benefit of the property tenants.

In witness whereof we have executed these presents.

Washington State Dept. of Natural Resources

Bert Cole
Commissioner of Public Lands



The purchaser and/or owner of this Lot or parcel understands and agrees that private road construction, maintenance, and snow removal shall be the obligation of the owner or home owners association, and that Klickitat County is in no way obligated until the roads are brought up to standard and accepted by the county, Section S 01 050 Klickitat County Subdivision Ordinance no. 91970.

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF Klickitat > ss

This is to certify that on the 24th day of January 1975, before me the undersigned notary public in and for the State of Washington, commissioned and sworn, personally appeared Bert Cole, Commissioner of Public Lands,

to me known to be the individual who executed the dedication hereon and acknowledged to me that HE signed the same as HIS voluntary act and deed for the uses and purposes therein mentioned. Witness my hand and official seal the day and year written above.

By John D. Hojem
Notary Public in and for the State of
Washington, Residing at Olympia Wash.



TREASURER'S CERTIFICATE:

Not required, no taxes on public lands.

COUNTY COMMISSIONERS

Paul Kelly
Chairman
Harry B. Kitchen
Commissioner
Joe Shotton
Commissioner

PLANNING DIRECTOR

Approved for conformity to comprehensive plan.

Denise Allison
Planning Director 1/27/75

COUNTY ENGINEER

Approved for survey data and proposed improvements.

Jack E. Norelius
County Engineer

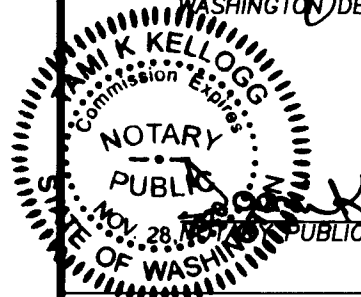
151461

FILING

Filed for record at the request of Paul Kelly
this 27th day of January AD 1975 at 2:43 PM
And recorded in Vol. 46 of Plats, page 252 Records
of Klickitat County.

I, ANGUS W. BRODIE, DEPARTMENT OF NATURAL RESOURCES DEPUTY SUPERVISOR FOR STATE UPLANDS AND AGENT FOR OWNER OF THE PLAT OF CLIFF SIDE MT. HOME TRACTS SHOWN HEREIN, HEREBY DECLARE THAT THIS BOUNDARY LINE ADJUSTMENT HAS BEEN MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY DESIRE.

Angus W. Brodie
 WASHINGTON DEPARTMENT OF NATURAL RESOURCES

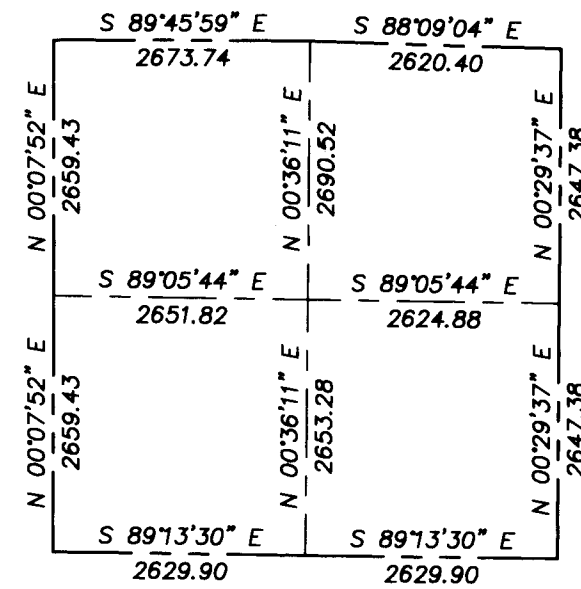


Amy K. Kellogg 11/17/2017
 NOTARY PUBLIC DATE

KLICKITAT BOUNDARY LINE ADJUSTMENT BLA 2017-02

ALTERING HOME SITES IN THE PLAT OF CLIFF SIDE MT. HOME TRACTS IN THE WEST HALF OF THE NE QUARTER SECTION 8, T6N, R10E, W.M.
 PARCEL # 06 18 0860 0609 00

SECTION 8, T6N, R10E SUBDIVISION
 1' = 2000'



BASIS OF BEARINGS AND SECTION SUBDIVISION FROM DNR FM #488 RECORDED IN BOOK 6 OF SURVEYS AT PAGES 62-66 UNDER AF# 198068-198072 RECORDS OF KLICKITAT COUNTY, WASHINGTON

SURVEYOR'S NARRATIVE:

FOR SECTION CONTROL AND CONTROLLING CORNER DESCRIPTIONS SEE PREVIOUS DNR SURVEY RECORDED IN BOOK 6 OF SURVEYS AT PAGES 62-66, AF#198068-198072, RECORDS OF KLICKITAT COUNTY.

THIS BOUNDARY LINE ADJUSTMENT IS BEING DONE TO ELIMINATE MANY OF THE EXISTING HOME SITES AND ASSOCIATED EASEMENTS WITHIN THE PLAT OF CLIFF SIDE MT. HOME TRACTS, CREATE THREE PARCELS OUT OF THE REMAINING SITES AND ACCOMMODATE THE EXISTING HOMES AND UTILITIES WITHIN THE PLAT BOUNDARIES. ADDITIONALLY THIS BLA IS RECTIFYING THE OUTER BOUNDARY OF THE ORIGINAL PLAT TO ACTUAL SECTION SUBDIVISION LINES SINCE THE ORIGINAL PLAT UTILIZED APPROXIMATE LINES THAT DO NOT CORRESPOND TO THE TRUE AND ACCURATE SECTION SUBDIVISION.

THE MAIN INGRESS, EGRESS AND UTILITY EASEMENT, WELL PROTECTION EASEMENT AND THE OTHER EASEMENTS SHOWN ON THE BLA ARE BEING RETAINED. ACCORDING TO DNR EASEMENT AGREEMENT NO. 38043 DATED JULY 15, 1975 THE KLICKITAT PUD NO. 1 WAS GRANTED EASEMENTS FOR BURIED POWER TRANSMISSION LINES OVER ALL OF THE ROAD & UTILITY EASEMENTS SHOWN ON THE ORIGINAL PLAT TO SERVICE ALL NINE ORIGINAL SITES; THE MAJORITY OF THESE EASEMENTS APPEAR TO SERVE NO PURPOSE POST-BLA SO THEY ARE BEING LEFT OFF OF THE FINAL BLA MAP, HOWEVER, THE RIGHTS OF THE PUD IN THESE EASEMENTS HAVE NOT BEEN DETERMINED AND ARE NOT MEANT TO BE AFFECTED BY THIS BOUNDARY LINE ADJUSTMENT.

LOT 1 OF THE ADJUSTED LAYOUT IS SUBJECT TO A LEASEHOLD PARCEL IDENTIFIED IN DEED RECORDED UNDER AF # 1023403

LOT 3 OF THE ADJUSTED LAYOUT IS SUBJECT TO EXISTING DNR FOREST MANAGEMENT ROAD #T4500

LOT 1 CONTAINS 4.31 ACRES
 LOT 2 CONTAINS 4.31 ACRES
 LOT 3 CONTAINS 10.34 ACRES

THE PORTION OF THE PLAT, BOTH ORIGINAL AND AS ADJUSTED WITHIN THE NW 1/4 OF THE NE 1/4 OF THE SECTION IS NOT INCLUDED IN THE ACREAGE OF ANY LOT AS IT IS AN EASEMENT ON NOT PART OF THE STATE'S FEE OWNERSHIP.

Cliff Side Mt Home Tracts Original Exterior Boundary Description

BEGINNING AT A POINT ON THE APPROXIMATE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, SAID POINT BEING SOUTH 1318.78 FT. AND EAST 399.23 FT. OF THE N 1/4 CORNER OF SAID SECTION 8, SAID 1/4 CORNER BEING MONUMENTED BY A BRASS CAP; THENCE ALONG SAID APPROXIMATE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 N 88°44'48"E, 430.00 FT; THENCE N 0°56'40"W, 122.97 FT; THENCE N 45°38'43"E, 212.30 FT TO THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 1727; SAID RIGHT OF WAY LINE BEING 33 FT FROM THE CENTERLINE OF SAID ROAD (WHEN MEASURED AT RIGHT ANGLES); THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY LINE ON A 2867 FT RADIUS CURVE RIGHT, SOUTHEASTERLY 62.12 FT; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S 45°38'43"W, 170.40 FT; THENCE S 0°56'40"E, 96.80 FT TO THE APPROXIMATE NORTH LINE OF SAID SW 1/4 OF THE NE 1/4; THENCE S 01°06'40"E, 61.89 FT; THENCE ON A 100.22 FT RADIUS CURVE LEFT, 83.30 FT (THE LONG CHORD OF WHICH BEARS S 24°55'49"E, 80.95 FT); THENCE S 48°44'58"E, 7.52 FT; THENCE ON A 151.91 FT RADIUS CURVE RIGHT 119.50 FT (THE LONG CHORD OF WHICH BEARS S 26°12'46"E, 116.45 FT); THENCE 245 FT, MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 1727; THENCE ALONG SAID RIGHT OF WAY LINE ON A 2867 FT RADIUS CURVE RIGHT, SOUTHEASTERLY 300 FT, MORE OR LESS, TO THE END OF SAID CURVE; THENCE S 16°50'28"E, 270 FT, MORE OR LESS TO THE APPROXIMATE EAST LINE OF THE SAID SW 1/4 OF THE NE 1/4; THENCE ALONG SAID APPROXIMATE EAST LINE S 01°15'28"E, 595 FT, MORE OR LESS TO THE APPROXIMATE SE CORNER OF SAID SW 1/4 OF THE NE 1/4 OF SECTION 8; THENCE ALONG THE APPROXIMATE SOUTH LINE OF THE SAID SW 1/4 OF THE NE 1/4, S 88°44'32"W 250 FT; THENCE N 47°30'28"W, 675 FT; THENCE N 01°15'28"W, 440 FT; THENCE S 88°44'32"W, 230 FT; THENCE N 01°15'28"W, 410 FT TO THE POINT OF BEGINNING.

Cliff Side Mt. Home Tracts Exterior Boundary Adjusted and calculated per Real Section Subdivision

COMMENCING AT THE NORTHWEST CORNER OF THE NE QUARTER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 6 OF SURVEYS AT PAGE 62, RECORDS OF KLICKITAT COUNTY WITH ALL BEARINGS AND DISTANCES RELATIVE THERETO;
 THENCE S 0°36'11" W, 1345.26 FEET TO THE CENTER-NORTH 1/16 CORNER OF SAID SECTION 8;
 THENCE ALONG THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 8 S 88°37'23" E, 385.10 FT TO THE TRUE POINT OF BEGINNING;
 THENCE S 88°37'23" E, 429.95 FT; THENCE N 0°53'20" E, 152.03 FT;
 THENCE N 47°31'02" E, 210.60 FT TO THE SOUTH-WESTERLY RIGHT OF WAY LINE OF TROUT LAKE CREEK ROAD;
 THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2867 FT OF WHICH THE LONG CHORD BEARS S 29°47'33" E 61.50 FT, THROUGH A CENTRAL ANGLE OF 113°45" FOR A DISTANCE OF 61.50 FT; THENCE S 47°31'02" W, 171.25 FT; THENCE S 0°53'20" W, 126.67 FT;
 THENCE S 88°37'23" E, 251.65 FT TO THE WESTERLY RIGHT-OF-WAY LINE OF TROUT LAKE CREEK ROAD;
 THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 2867 FT OF WHICH THE LONG CHORD BEARS S 19°18'00" E 433.33 FT, THROUGH A CENTRAL ANGLE OF 8°40'06" FOR 433.75 FT;
 THENCE S 14°57'58" E, 139.95 FT; THENCE S 0°32'55" W, 741.53 FT;
 THENCE N 89°23'09" W, 209.96 FT; THENCE N 45°38'09" W, 675.00 FT;
 THENCE N 0°36'51" E, 440.00 FT; THENCE N 89°23'09" W, 230.00 FT;
 THENCE N 0°36'51" E, 386.85 FT TO THE TRUE POINT OF BEGINNING.

I, Justin J. Holt, registered as a land surveyor by the State of Washington, certify that this Boundary Line Adjustment is based on an actual survey conducted by me or under my supervision, during the period of August, 2016 through July, 2017; that the distances, courses, and angles are shown thereon correctly; and that monuments have been set and the adjusted lot lines staked on the ground as depicted on the plat.

Dated this 11/13/2017

Justin J. Holt
 Licensed Land Surveyor PLS 41027

I hereby certify that the Boundary Line Adjustment shown hereon has been examined by me and that lot line adjustments will not cause a violation of county health department requirements.

M. [Signature]
 Klickitat County Health Officer

Dated this 5th day of Dec., 2017.

I hereby certify that the Boundary Line Adjustment hereon has been reviewed and examined by me and that it is in conformance with county standards for survey data, access, and easements.

Carol J. Kelley
 Klickitat County Engineer

Dated this 5th day of Dec., 2017.

I hereby certify that all taxes, compensating taxes, and/or penalties on property contained within the plat shown herein have been paid, discharged, or satisfied.

[Signature]
 Klickitat County Treasurer

Dated this 8th day of December, 2017.

Examined and approved this 9th day of Jan 2018

Rep. F. Johnson
 Board of County Commissioners
 Chairman

Jim Sizemore
 Member

[Signature]
 Clerk of the Board

I hereby certify that the Boundary Line Adjustment hereon has been examined by me and is found to be consistent with the Klickitat County Comprehensive Plan, Zoning Ordinance, and/or other applicable laws or policies.

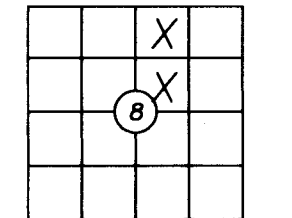
Marybeth [Signature]
 Klickitat County Planning Director

Dated this 8th day of Dec, 2017.

BOUNDARY LINE ADJUSTMENT FILED FOR RECORD AT THE REQUEST OF WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES THIS 9th DAY OF January, 2018 AND RECORDED IN VOLUME 7 OF BOUNDARY LINE ADJUSTMENTS, PAGE 422-423 RECORDS OF KLICKITAT COUNTY, WASHINGTON.

Bruce A. [Signature]
 Klickitat County Auditor
 1127244
 Auditor File Number

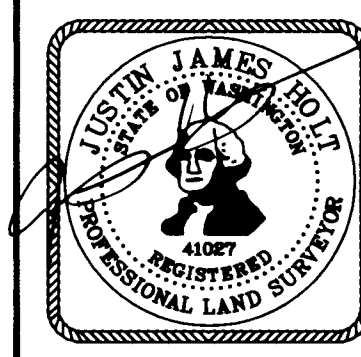
T 6 N, R 10 E, W.M.



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES IN NOVEMBER, 2016 - JULY 2017

Justin J. Holt
 JUSTIN J HOLT
 41027
 CERTIFICATE NUMBER



A SURVEY IN SECTION 8
 TOWNSHIP 6 NORTH, RANGE 10 EAST, W.M.

STATE OF WASHINGTON
 DEPARTMENT OF NATURAL RESOURCES

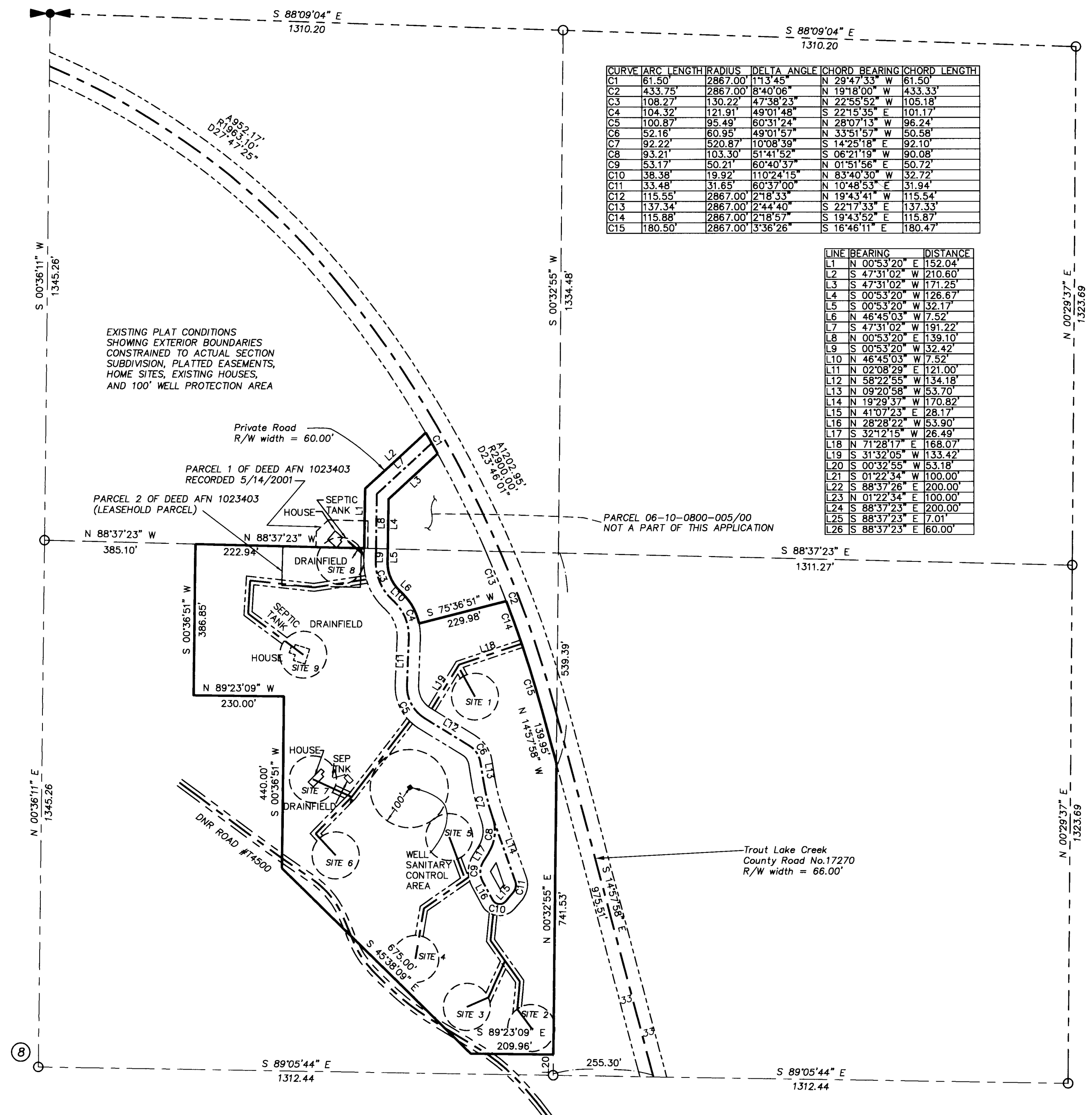
LAND SURVEY SECTION-P.O. BOX 47030
 OLYMPIA, WASHINGTON 98504-7030 (360)902-1206

Cliff Side Adjustment

FIELD CREW: *Shackelford, Stephens*
Holt, Edwards
 FIELD BOOK: SE2

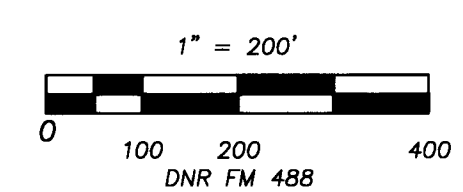
11/15/2016

F.M.# 1985
 SHEET 1 OF 4

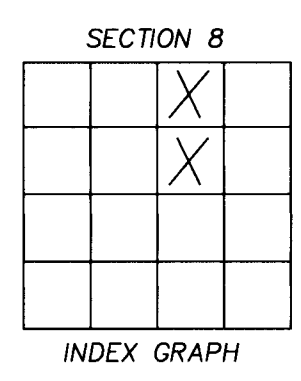


CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	61.50	2867.00	113.45	N 29°47'33" W	61.50
C2	433.75	2867.00	8°40'06"	N 19°18'00" W	433.33
C3	108.27	130.22	47°38'23"	N 22°55'52" W	105.18
C4	104.32	121.91	49°01'48"	S 22°15'35" E	101.17
C5	100.87	95.49	60°31'24"	N 28°07'13" W	96.24
C6	52.16	60.95	49°01'57"	N 33°51'57" W	50.58
C7	92.22	520.87	10°08'39"	S 14°25'18" E	92.10
C8	93.21	103.30	51°41'52"	S 06°21'19" W	90.08
C9	53.17	50.21	60°40'37"	N 01°51'56" E	50.72
C10	38.38	19.92	110°24'15"	N 83°40'30" W	32.72
C11	33.48	31.65	60°37'00"	N 10°48'53" E	31.94
C12	115.55	2867.00	2°18'33"	N 19°43'41" W	115.54
C13	137.34	2867.00	2°44'40"	S 22°17'33" E	137.33
C14	115.88	2867.00	2°18'57"	S 19°43'52" E	115.87
C15	180.50	2867.00	3°36'26"	S 16°46'11" E	180.47

LINE	BEARING	DISTANCE
L1	N 00°53'20" E	152.04
L2	S 47°31'02" W	210.60
L3	S 47°31'02" W	171.25
L4	S 00°53'20" W	126.67
L5	S 00°53'20" W	32.17
L6	N 46°45'03" W	7.52
L7	S 47°31'02" W	191.22
L8	N 00°53'20" E	139.10
L9	S 00°53'20" W	32.42
L10	N 46°45'03" W	7.52
L11	N 02°08'29" E	121.00
L12	N 58°22'55" W	134.18
L13	N 09°20'58" W	53.70
L14	N 19°29'37" W	170.82
L15	N 41°07'23" E	28.17
L16	N 28°28'22" W	53.90
L17	S 32°12'15" W	26.49
L18	N 71°28'17" E	168.07
L19	S 31°32'05" W	133.42
L20	S 00°32'55" W	53.18
L21	S 01°22'34" W	100.00
L22	S 88°37'26" E	200.00
L23	N 01°22'34" E	100.00
L24	S 88°37'23" E	200.00
L25	S 88°37'23" E	7.01
L26	S 88°37'23" E	60.00

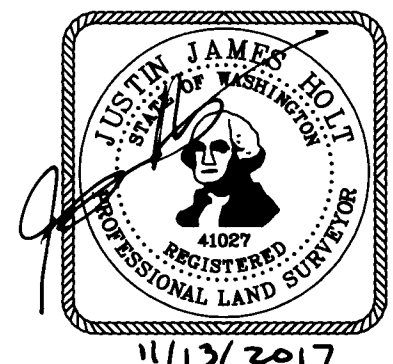


- SET 5/8" REBAR WITH 2" ALUMINUM CAP
DNR HOLT LS 41027
- CALCULATED CORNER POSITION

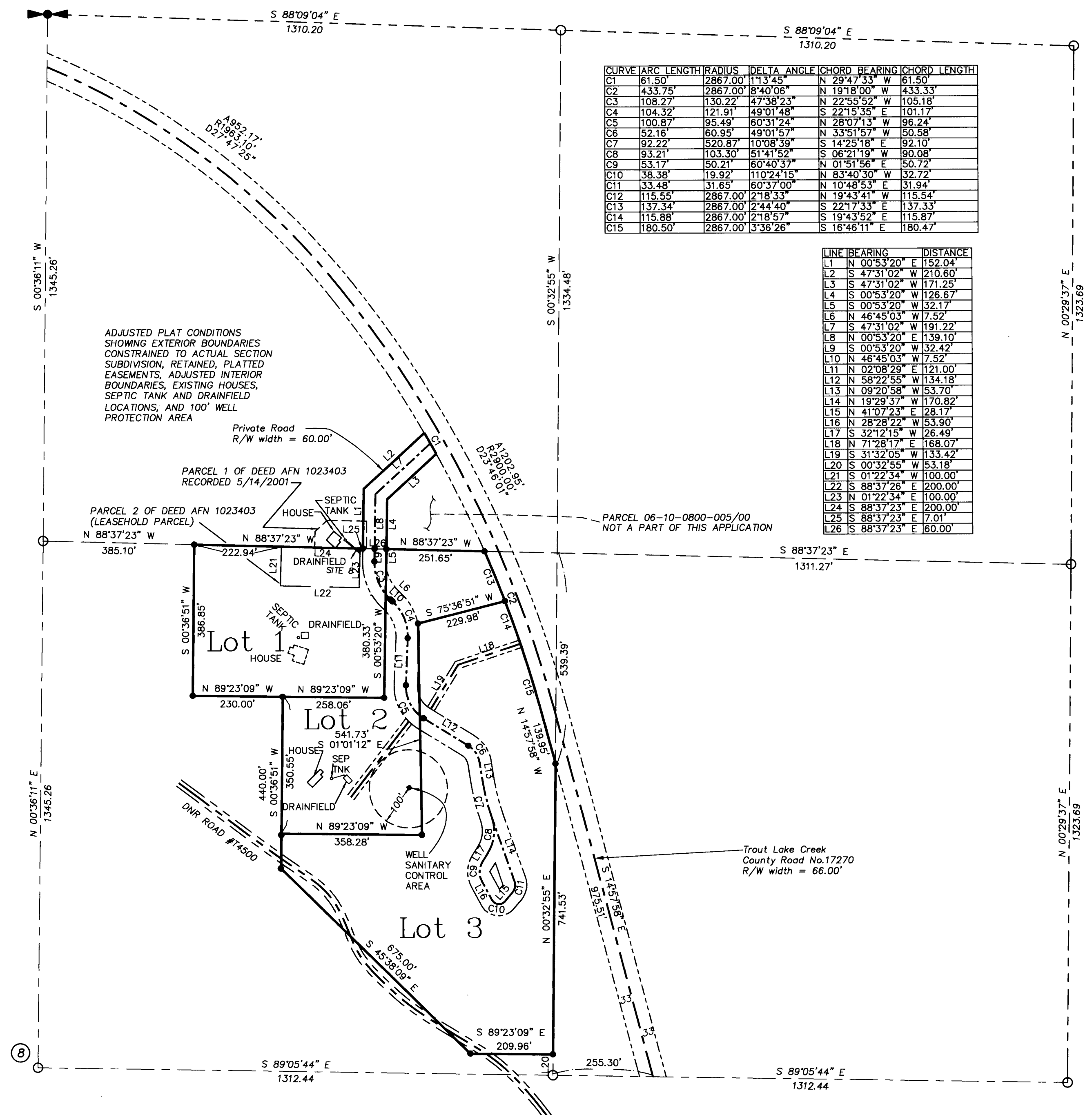


BOUNDARY LINE ADJUSTMENT FILED FOR RECORD AT THE REQUEST OF WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES THIS DAY OF January, 2018 OF AND RECORDED IN VOLUME 1 OF BOUNDARY LINE ADJUSTMENTS, PAGE 422A RECORDS OF KICKITAT COUNTY, WASHINGTON.

Victoria B. Carr-Sandy
Klickitat County Auditor
1127244
Auditor File Number

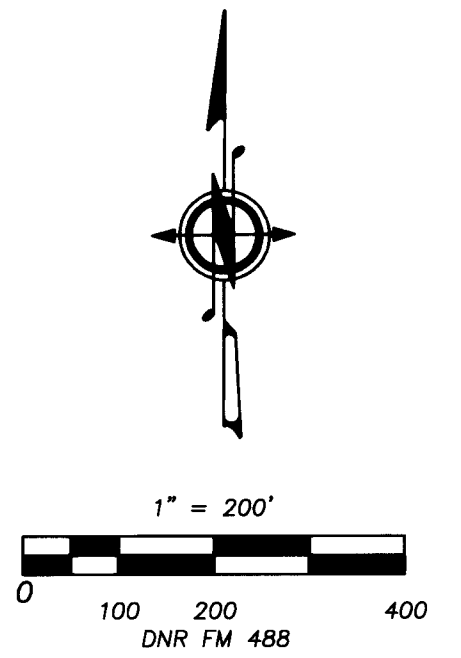


<p>A SURVEY IN SECTION 8 TOWNSHIP 6 NORTH, RANGE 10 EAST, W.M.</p> <p>STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES</p> <p>LAND SURVEY SECTION-P.O. BOX 47030 OLYMPIA, WASHINGTON 98504-7030 (360)902-1206</p>	<p>Cliff Side Adjustment</p> <hr/> <hr/> <hr/> <p>F.M.# 1985 SHEET 2 OF 4</p>
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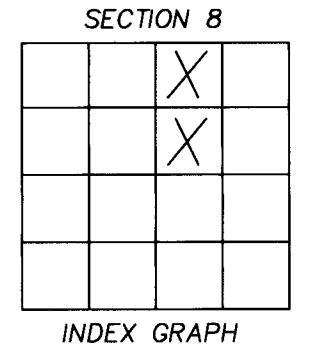


CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	61.50'	2867.00'	1°13'45"	N 29°47'33" W	61.50'
C2	433.75'	2867.00'	8°40'06"	N 19°18'00" W	433.33'
C3	108.27'	130.22'	47°38'23"	N 22°55'52" W	105.18'
C4	104.32'	121.91'	49°01'48"	S 22°15'35" E	101.17'
C5	100.87'	95.49'	60°31'24"	N 28°07'13" W	96.24'
C6	52.16'	60.95'	49°01'57"	N 33°51'57" W	50.58'
C7	92.22'	520.87'	10°08'39"	S 14°25'18" E	92.10'
C8	93.21'	103.30'	51°41'52"	S 06°21'19" W	90.08'
C9	53.17'	50.21'	60°40'37"	N 01°51'56" E	50.72'
C10	38.38'	19.92'	110°24'15"	N 83°40'30" W	32.72'
C11	33.48'	31.65'	60°37'00"	N 10°48'53" E	31.94'
C12	115.55'	2867.00'	2°18'33"	N 19°43'41" W	115.54'
C13	137.34'	2867.00'	2°44'40"	S 22°17'33" E	137.33'
C14	115.88'	2867.00'	2°18'57"	S 19°43'52" E	115.87'
C15	180.50'	2867.00'	3°36'26"	S 16°46'11" E	180.47'

LINE	BEARING	DISTANCE
L1	N 00°53'20" E	152.04'
L2	S 47°31'02" W	210.60'
L3	S 47°31'02" W	171.25'
L4	S 00°53'20" W	126.67'
L5	S 00°53'20" W	32.17'
L6	N 46°45'03" W	7.52'
L7	S 47°31'02" W	191.22'
L8	N 00°53'20" E	139.10'
L9	S 00°53'20" W	32.42'
L10	N 46°45'03" W	7.52'
L11	N 02°08'29" E	121.00'
L12	S 58°22'55" E	134.18'
L13	N 09°20'58" W	53.70'
L14	N 19°29'37" W	170.82'
L15	N 41°07'23" E	28.17'
L16	S 28°28'22" W	53.90'
L17	S 32°12'15" W	26.49'
L18	N 71°28'17" E	168.07'
L19	S 31°32'05" W	133.42'
L20	S 00°32'55" W	53.18'
L21	S 01°22'34" W	100.00'
L22	S 88°37'26" E	200.00'
L23	N 01°22'34" E	100.00'
L24	S 88°37'23" E	200.00'
L25	S 88°37'23" E	7.01'
L26	S 88°37'23" E	60.00'



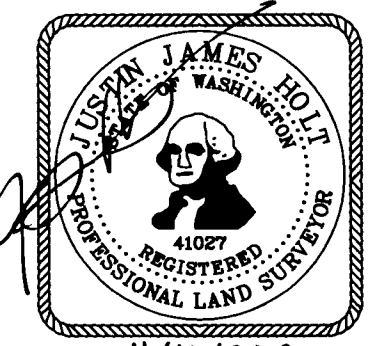
- SET 5/8" REBAR WITH 2" ALUMINUM CAP DNR HOLT LS 41027
- CALCULATED CORNER POSITION



BOUNDARY LINE ADJUSTMENT FILED FOR RECORD AT THE REQUEST OF WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES THIS DAY OF January 2018 OF AND RECORDED IN VOLUME 7 OF BOUNDARY LINE ADJUSTMENTS, PAGE 462B RECORDS OF KLIKITAT COUNTY, WASHINGTON.

Victor A. ...
Klickitat County Auditor

1127244
Auditor File Number



A SURVEY IN SECTION 8
TOWNSHIP 6 NORTH, RANGE 10 EAST, W.M.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LAND SURVEY SECTION-P.O. BOX 47030
OLYMPIA, WASHINGTON 98504-7030 (360)902-1206

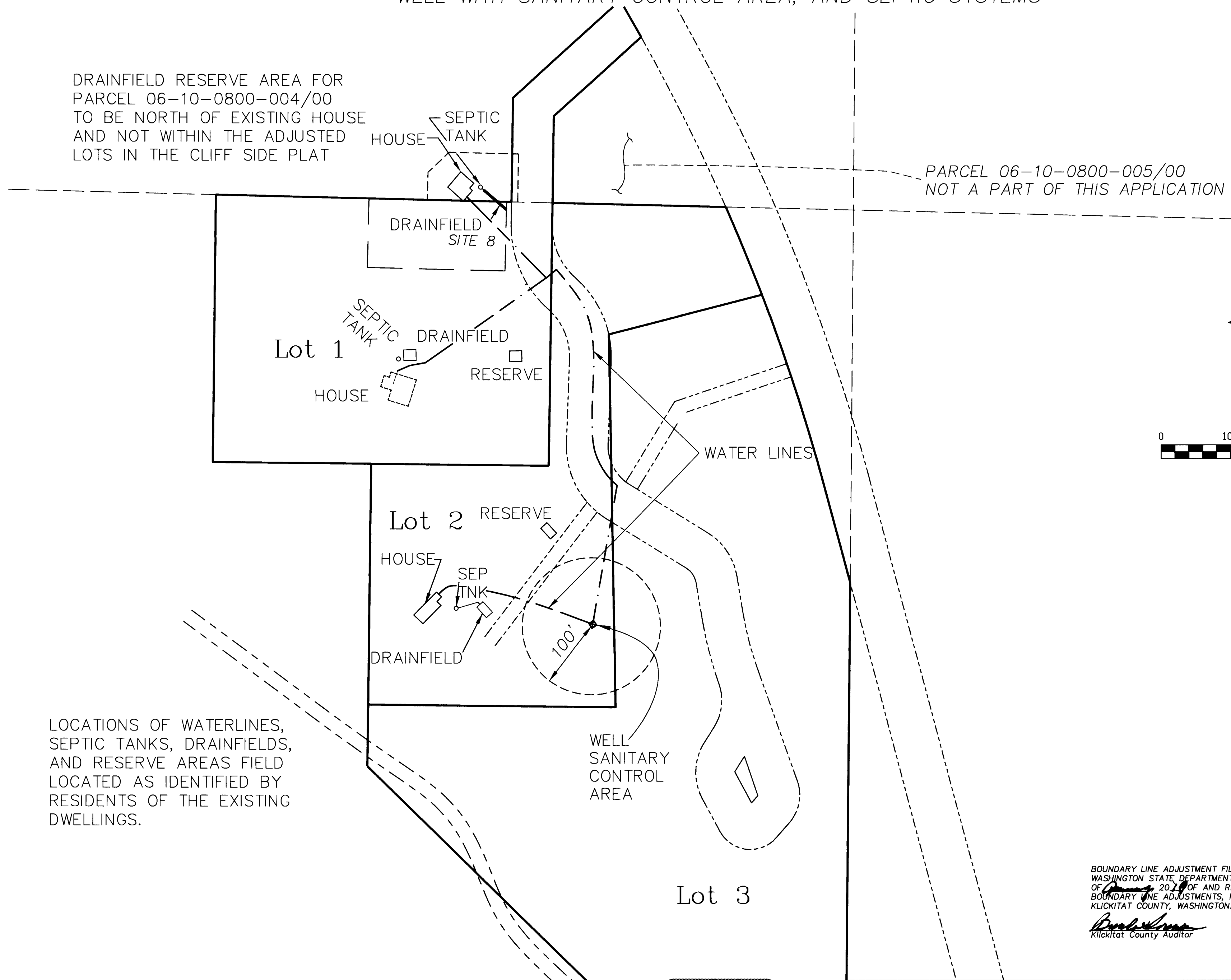
Cliff Side Adjustment

F.M.# 1985
SHEET 3 OF 4

DETAIL SHOWING RELATIVE LOCATIONS OF EXISTING WATERLINES,
WELL WITH SANITARY CONTROL AREA, AND SEPTIC SYSTEMS

DRAINFIELD RESERVE AREA FOR
PARCEL 06-10-0800-004/00
TO BE NORTH OF EXISTING HOUSE
AND NOT WITHIN THE ADJUSTED
LOTS IN THE CLIFF SIDE PLAT

PARCEL 06-10-0800-005/00
NOT A PART OF THIS APPLICATION

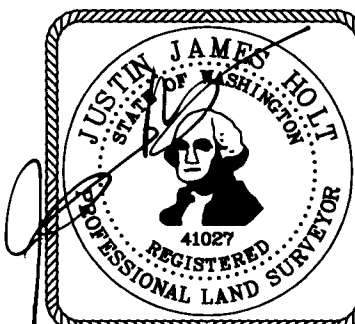


LOCATIONS OF WATERLINES,
SEPTIC TANKS, DRAINFIELDS,
AND RESERVE AREAS FIELD
LOCATED AS IDENTIFIED BY
RESIDENTS OF THE EXISTING
DWELLINGS.

BOUNDARY LINE ADJUSTMENT FILED FOR RECORD AT THE REQUEST OF
WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES THIS 9th DAY
OF ~~August~~ 20th OF AND RECORDED IN VOLUME 1 OF
BOUNDARY LINE ADJUSTMENTS, PAGE 462C RECORDS OF
Klickitat County, WASHINGTON.

Paula...
Klickitat County Auditor

1127244
Auditor File Number



11/13/2017

A SURVEY IN SECTION 8
TOWNSHIP 6 NORTH, RANGE 10 EAST, W.M.

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

LAND SURVEY SECTION-P.O. BOX 47030
OLYMPIA, WASHINGTON 98504-7030 (360)902-1206

Cliff Side Adjustment

F.M.# 1985
SHEET 4 OF 4

STATE OF WASHINGTON
STATE FOREST BOARD

VOL 123 PAGE 61

.....
In re: Application No. F-4385 by
United States Department of Agri-
culture, Gifford Pinchot National
Forest, for Right of Way across
State Forest Board Land in Klick-
itat County.
.....

ORDER
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 SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, 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-4385 over and across, and to include the lands hereinafter described, be and the same is hereby granted to the United States Department of Agriculture, Gifford Pinchot National Forest, under the provisions of Chapter 145, Session Laws of 1945, the lands included within the said right of way being more particularly described as follows:

Those portions of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8, Township 6 North, Range 10 East, W.M., included within the limits of two strips of land, each 66 feet in width and having 33 feet of such width on each side of the

following described centerlines:

Beginning at a point on the east line of said section 8, which is N 0° 04' E 785.5 feet from the southeast corner thereof and running thence N 29° 16.2' W 615.1 feet to a point on the north line of the SE¼ of SE¼ 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 SW¼ of NE¼ 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° 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° 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.

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

STATE FOREST BOARD

By: Arthur Klingler
Chairman

By: Otto A. Fassa
Secretary



INDEXED
08880

STATE OF WASHINGTON, }
COUNTY OF KILLICKITAT, }
Filed for record this 25th day of
Nov. A. D. 1956 at
11 o'clock A.M.
Book 123 Deeds
Page 61-2
Vesta J. Jellie
County Auditor
Denny
Hifford Finchot Notary
Forest
Box 449
Duvall, Wash.

GLENWOOD AGREEMENT NO. 23

THIS AGREEMENT, made and entered into this *1st* day of *February*, 1963, between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources, hereafter called "State," and ST. REGIS PAPER COMPANY, a New York corporation, hereafter called "St. Regis,"

W I T N E S S E T H:

RECITALS

1. Within the counties of Klickitat and Yakima, State of Washington, is located an area referred to as the Glenwood Block, shown within the limits of a heavy blue line on the attached map marked Exhibit A.
2. State owns certain of the land as identified on Exhibit A. Said lands shall be called State lands.
3. St. Regis owns certain of the land as identified on Exhibit A. Said lands shall be called St. Regis lands.
4. There are in existence within said area logging roads as shown on Exhibit A and more particularly described thereon by name or number, which provide access to the timber and timberlands located within the area.

NOW, THEREFORE, the parties hereto agree as follows:

PURPOSE

It is the purpose of this agreement to set out the terms and conditions under which St. Regis and State will jointly use, maintain, replace, and improve the existing roads. It is further the purpose of this agreement to provide a means for the construction, maintenance, replacement, and use of other mutually or nonmutually beneficial new roads within the area so that:

71.6 1963 Feb 54 - 8 7-28-79

File No. 107864 Filed for Record Mar 1 1963
at 3:41 P.M. Recorded in Vol. 135 Page 359-86



[Illegible text]

A. State can manage its lands and remove timber and other valuable materials, and

B. St. Regis can manage its lands and remove timber and other valuable materials from its lands and the lands of others in the normal course of business of St. Regis.

I. TRANSFERS OF PROPERTY INTERESTS

A. St. Regis Transfers

1. With the execution of this agreement, St. Regis shall convey to State a nonexclusive easement in the form as shown on Exhibit B, over and across the existing logging roads and lands of St. Regis as shown on Exhibit A. Said easement shall be subject to the terms and conditions of this agreement as hereinafter set forth.

2. St. Regis concurrently shall release to State all certificates of right of way issued by State and now held by St. Regis on roads for which easements are given St. Regis by State under paragraph B 1 immediately below.

B. State Transfers

1. With the execution of this agreement, State shall convey to St. Regis a nonexclusive easement in the form as shown on Exhibit C, over and across the existing logging roads and lands of State shown on Exhibit A. Said easement shall be subject to the terms of this agreement as hereinafter set forth.

II. ROAD USE PAYMENTS

St. Regis and State shall have free use of the existing logging roads as shown on Exhibit A subject to maintenance, replacement, and improvement as hereinafter provided.

III. MAINTENANCE

A. Definition

Maintenance is the work necessary to preserve and keep a roadway, road structure, and road facility as



nearly as possible in its original condition as constructed or as subsequently improved to provide satisfactory and safe road service, but in no event to a higher standard than defined in Exhibit D. Maintenance shall include, but is not limited to:

Blading and shaping road surface and shoulders to preserve the original cross-section and provide suitable riding surface including blading turnouts to full width.

Cleaning and keeping drainage channels, ditches, waterways, and culverts clean of debris and functioning as designed.

Repairing fills and sunken grades.

Replacing surface culverts fifteen inches in diameter and smaller which are located at an average depth of not more than three feet below the running surface.

Removing minor slides, fallen timber and obstructions, and repairing minor washouts (minor being defined as slides and washouts under 50 cubic yards).

Brush control and spot surfacing. Snow removal, sprinkling, sanding, or salting, when agreed to from time to time, shall be considered as maintenance for the purpose of this agreement.

B. Maintenance Obligations

1. Exclusive Road Use

When either St. Regis or State uses during any logging year, exclusively, the roads or any portion thereof covered hereby for hauling materials described in this agreement, it shall maintain the road or portion used to the standards existing at the time use is commenced, or, by consent of the other party hereto, it may contribute a designated amount as determined in paragraph III B 2 a, and pay such amount to the State Access Road Revolving Fund, Glenwood Maintenance Account.



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2. Joint Road Use

In the event that for any period of time the logging roads shall be jointly used for the removal of timber or other valuable materials from State lands and St. Regis lands, and in the event that St. Regis shall be the maintainer, State shall cause to be paid into the revolving fund hereinafter described moneys on the basis established under paragraph III B 2 a or III D hereof; and in the event that State shall be the maintainer, St. Regis shall pay moneys into said revolving fund on the same basis.

Either St. Regis or State may offset amounts due under this paragraph against amounts which it has due and payable as a result of maintenance which it has performed or paid for under the obligations of paragraph III B 2 a or III D hereof.

a. During the month of November of each calendar year, or at some other mutually agreed upon time, St. Regis and State shall meet for the purposes of:

(1) Agreeing upon a maintainer, which may be St. Regis or State, who will perform or cause to be performed the maintenance of the roads to be used during the following year.

(2) Agreeing upon the maintenance charges at which State or St. Regis shall pay per thousand board feet per mile, or some other equivalent rate, for the amounts of timber or other valuable materials to be transported over the roads during the ensuing year. For computing such charges, volume of timber hauled shall be based upon a net scale determined in accordance with Scribner Decimal C Short Log Scale or by the Columbia River Log Scaling and Grading Bureau Rules or equivalent. For the amounts of other forest products or valuable materials



transported the customary unit of measure for those products will be employed. All payments due State under this paragraph therefor shall be paid to the State Access Road Revolving Fund, Glenwood Maintenance Account. All payments due St. Regis under this paragraph shall be paid to St. Regis from said Fund and Account.

(3) Agreeing upon additional arrangements necessary to carry on satisfactorily the required maintenance upon the roads to be used during the ensuing year.

(4) All maintenance duties and all transactions resulting from the meeting shall be evidenced in writing.

b. Maintenance shall be performed to the standards set forth in paragraph III A.

c. The moneys due to said maintainer in carrying out its maintenance duties as set forth in paragraphs III B 2 a and III B 2 b shall be, to the extent State is required to contribute thereto, paid from the State Access Road Revolving Fund, Glenwood Maintenance Account. Said Account shall be administered by State for the sole purpose of providing moneys to perform maintenance upon said roads or any portion thereof.

d. If St. Regis is the maintainer and money is due it therefor under this agreement, State shall cause St. Regis to be paid therefor from the account mentioned in c. immediately above, or any account available in III C hereof, by the 15th of the month following the month in which maintenance services were rendered. If State is the maintainer and money is due it therefor from St. Regis under this agreement, St. Regis shall pay therefor into the account mentioned in c. immediately above, or under III C hereof any other applicable account, by the 15th of the month following the month in which maintenance services were rendered.

e. If snow removal, sprinkling, sanding, or salting are agreed to as constituting maintenance for any road or



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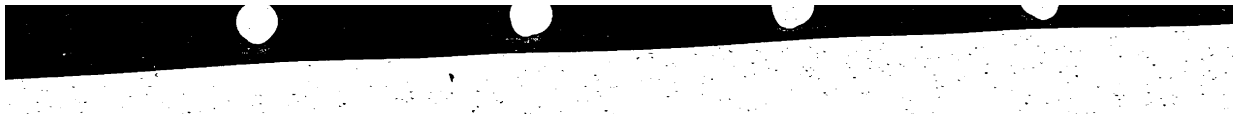
roads or segment thereof for any period of time, the same shall be paid for on a prorata-of-haul basis, and if the charge therefor is not agreed to, it shall be computed as provided in paragraph III D of this agreement.

C. Maintenance of Non-Used Roads

When a mutually beneficial road or portion thereof is not in use for log or other valuable product hauling, and State or St. Regis is of the opinion that maintenance is necessary for fire protection or other management purposes, either State or St. Regis shall notify the other to that effect. If, upon mutual inspection, it is found that maintenance is necessary for said purposes, the parties shall agree upon the extent of maintenance necessary and arrange to have it performed. Each party shall bear its prorata share of such maintenance or the cost thereof, based upon a percentage of the maintenance cost equal to the percentage which its timber or other valuable materials bears to the total of such timber and valuable materials in the area served by the road or roads involved.

D. Maintenance Charges and Division Thereof Not Agreed Upon in Advance

Where maintenance charges on jointly used roads have not been agreed upon in advance as provided in paragraph III B 2 a (2), they shall be determined by the direct costs and indirect costs incurred by the maintainer. Direct costs shall be broken down into labor (including taxes and fringe benefits), equipment, materials and supplies costs. Indirect costs shall be 15% of direct costs. This percentage factor for indirect costs shall be re-examined every five years beginning in 1965, to reflect actual cost experience. The parties may mutually agree to change the percentage factor thereof at the close of each study to correspond more closely with



standard indirect costs involved in road construction in similar operations in south central Washington.

IV. INORDINATE DAMAGE

Each party agrees to repair or cause to be repaired at its sole cost and expense damage to the roads or any portion thereof caused by it, which is in excess of that which a prudent operator would occasion in the course of using the road for the purposes stipulated.

V. REPLACEMENT

A. Definition

Replacement is the act of replacing a road facility in kind with an equivalent facility, or of reconditioning road components that are destroyed, damaged, worn out, which have become unsafe from wear, age, or the elements, or shall exceed the limitations upon the term "maintenance" as defined in paragraph III A hereof. It shall not include, however, replacing or reconditioning of any facility or component to a higher standard than that existing at the outset of this agreement. Except as otherwise agreed upon, the existing standard is set forth in Exhibit D. Replacement shall include, but shall not be limited to, removal of slides and obstructions and repair of washouts larger than 50 cubic yards, replacement of top surfacing material and nonsurface culverts, riprapping and stream protection, and bridge replacement and repair.

B. Sharing Costs

Should State or St. Regis be of the opinion that the roads or any portion thereof are in a condition which requires an expenditure for replacement, State or St. Regis



shall notify the other to that effect. If, upon mutual inspection, the need for and the extent of such replacement is mutually agreed upon, the parties shall agree upon the cost of such replacement and arrange to have the same performed. The parties shall further agree upon the reasonable life expectancy of such replacement, the tributary areas thereto, and the estimated volume of timber and other materials which each expects to remove across the replaced facility during such life expectancy. Each party shall bear its prorata share of such replacement or the cost thereof, based upon a percentage of the replacement cost equal to the percentage which its projected timber or other valuable materials removal bears to the total projection of such timber and valuable materials to be removed during the life expectancy of such replacement.

VI. IMPROVEMENTS

Improvements shall be defined as reconditioning or replacing the road or segments thereof to standards higher than those prevailing at the outset of this agreement. Should State or St. Regis be of the opinion that the roads or any portion thereof should be improved, either State or St. Regis shall notify the other to that effect. If, upon mutual inspection, the need for and the extent of such improvement is mutually agreed upon, the parties shall agree upon the cost of the improvement and the share to be borne by each party hereto. If the road is to be improved, and if the parties do not agree to share the full costs thereof, the party seeking the higher standard of construction may carry out improvements, and having so done, shall bear that portion of the cost which is in excess of that upon which the parties can agree.



VII. RECOVERY OF COSTS FOR REPLACEMENT AND IMPROVEMENT

A. Payments

If either St. Regis or State singly performs said replacement or improvement, the other shall pay its agreed cost promptly after receipt of correct invoices. Unless otherwise agreed upon, such costs shall be computed in the manner provided in paragraph III D hereof.

B. Additional Use

If State or St. Regis desires to haul additional logs or other valuable materials over said road system after such replacement or improvement is completed and during the useful life of such replacement or agreed improvement, it will inform the other party of this additional amount to be hauled, and its prorata share of the cost of replacement and improvements shall be recomputed and it shall thereafter reimburse the other party based upon such recomputed share.

Any circumstances requiring other than the above method or time of payment will be subject to additional agreement.

VIII. ROAD CONTROL

Annual Meeting. State and St. Regis shall meet each year at the time specified in paragraph III B for the purpose of determining the rules and regulations applicable to users of the roads or any portion thereof during the ensuing year. Said rules and regulations shall be in written form and shall include but shall not be limited to:

A. Closing of roads or limiting their use when, due to weather or other conditions, unrestricted use would cause excessive damage to said roads; or

B. Closing of roads during periods of excessive fire danger; or



C. Control of traffic as required for safe use of said roads by each user to protect timber, land, or property of the parties.

D. Designation of types of vehicles which may be used on said roads. Provided, that neither party shall be deprived of its right to operate vehicles customarily used by it.

IX. NONMUTUALLY BENEFICIAL ROADS (Spur Roads and Laterals)

A. Definition

Spur roads and laterals shall be defined, for the purposes of this agreement, as roads which can serve only one party to this agreement and for which joint financing and joint maintenance will not occur.

B. Procedure

1. Any party to this agreement may apply to the other for permission to use, or construct and use, a spur road located on the other party's property within the exterior boundaries of Exhibit A for a period not to exceed five years; provided, that such use may continue beyond five years if the applicant can demonstrate reasonable need therefor. Said application shall be made by filing a plat and application with the other party showing the location of the road. The recipient of this application shall, within 30 days, approve and return a road use permit to satisfy the request if the application complies with the terms hereof. The recipient may object to proposed construction only if:

(a) It does not constitute the most reasonably direct route for the removal of timber or other valuable materials from the lands of the road builder, taking into account the topography of the area, the cost of road construction, and the safety of use of such road; or



(b) The proposed road will substantially interfere with existing facilities or improvements on the lands of the landowner; or

(c) It would result in excessive erosion or damage of a similar nature to lands of the landowner.

2. All logs removed or other damages resulting from such grant of permit shall be paid for by the applicant; provided, however, that the landowner may elect to retain title to timber upon the road location and to require that the road builder fall and buck the timber into logs of standard length, plus trim, free of limbs and stumps and deck the same at reasonable intervals along the road location; provided further, that landowner shall remove said logs within a reasonable time after the road becomes usable for the purpose of removing timber and other valuable materials.

C. Delay of Construction

If construction of a spur or lateral upon the right of way interferes with operations of the landowner, approval of the right of way may be postponed for a period not in excess of 12 consecutive months.

X. MUTUALLY BENEFICIAL NEW ROADS

Should State or St. Regis determine that construction and use of an additional road or additional roads, which will be jointly used and mutually beneficial to the parties, is necessary, either State or St. Regis shall notify the other to that effect. If the other party shall agree that such road or roads should be constructed, the parties shall agree upon the standards to which said road or roads shall be built, the proportionate cost thereof to be borne by each, and which of said parties shall construct said roads. The exact location of said roads shall be determined by agreement of the parties.



and the procedures therefor shall follow as nearly as may be the procedures for the construction and use of nonmutually beneficial roads hereinabove set forth.

Upon the determination of location of said roads either or both parties hereto shall execute and deliver to the other permanent nonexclusive easements therefor in form substantially identical with the forms of easements attached hereto marked Exhibits B and C.

Upon completion of construction of said roads, maintenance, replacement, improvement, use, and control shall be in accordance with the terms of this agreement.

XI. MISCELLANEOUS

A. Hold Harmless Clauses

1. St. Regis agrees to save and hold harmless State from all claims, costs, damage, or expense of any kind, arising out of the occupancy or use of roads on State lands by St. Regis, its agents or employees, and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors the same agreement for the benefit of the State.

2. In accordance with the provisions of Chapter 136, Laws of 1961 of the State of Washington, State agrees to save and hold harmless St. Regis from all claims, costs, damage, or expense of any kind arising out of the occupancy or use of roads on St. Regis lands by State, its agents or employees, and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors the same agreement for the benefit of St. Regis.

B. Insurance

Prior to exercising any rights obtained under this agreement, St. Regis or its agents, contractors, employees,



or licensees, and purchasers of timber or other valuable materials located on State land shall obtain a policy of liability insurance in a form generally acceptable in the trade and customary in this area, insuring said party against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be \$100,000 for injury to one person, \$300,000 for any one occurrence, and property damage \$100,000 for any one occurrence; provided, that the parties may, by mutual agreement, establish such other limits as they deem necessary. All insurance policies shall be obtained from insurance companies who are duly authorized to do business in the State of Washington and are registered pursuant to Washington statutes. Further, St. Regis shall deliver to State or State's purchaser shall deliver to St. Regis, depending upon the party using the road, satisfactory written evidence from the insurer of any of the above-mentioned parties, stating that coverage in the named amounts is in force and that, in the event of cancellation or modification of said coverage, the insurer will give State and St. Regis 10 days' notice prior to any cancellation or modification. In the event that the average consumer's price index, published by the United States Department of Labor, Bureau of Labor Statistics, in effect in July of 1962, is increased or decreased by multiples of 10%, the amounts required herein for comprehensive liability insurance may also be increased or decreased by multiples of 10%. The index of July, 1962, was _____.

C. Compliance with Laws

State and St. Regis agree to comply with all federal, state, or local laws, rules, and regulations pertinent to the activities contemplated in this agreement.



D. Extension of Rights Granted

State and St. Regis may extend to their respective permittees, licensees, timber purchasers, or agents any or all of the rights, privileges, and authorities granted hereunder. Not less than fifteen days prior to commencement of use of the roads or any portion thereof by either party or its permittees, licensees, timber purchasers, or agents for the purpose of hauling timber or other valuable materials, the party planning to use or so extend the rights shall notify the other as to the roads or portion thereof to be used, the estimated volume of timber or the other valuable materials to be hauled over the roads or portion thereof, and the approximate beginning and termination of such use.

E. Adjustment of Cost-Sharing Ratio

Nothing contained herein shall be construed to prevent either party from disposing of lands which it owns within the area in whatever manner it deems advisable; provided, that such disposition shall not affect the conveyances made hereunder. In the event of disposal of any of the lands within the area owned by either party to this agreement, the party making such disposal shall immediately notify the other party of said transfer, whereupon the parties, including the transferees, shall meet within a reasonable time following such disposition for the purpose of adjusting the ratio of costs to be borne by each for replacement, improvement, or maintenance. Said transferees shall acknowledge acceptance of the adjusted ratios in written form.

F. Term

This agreement shall be binding on both parties in perpetuity, provided that the provisions and conditions



hereof shall be reviewed in 1965 and every five years thereafter, or more often at the request of either party, and may be amended by mutual agreement.

G. Successors Bound

All covenants and agreements of this contract shall be binding upon the legal representatives, successors, and assigns of the parties hereto, including transferees of all or any part of the lands covered hereby.

H. All exhibits referred to herein and attached hereto are by this reference made a part of this agreement.

I. Default

1. For the purpose of this paragraph I only, purchasers of timber or other valuable products from State lands (other than St. Regis) shall be called "licensees."

2. In the event a licensee shall default in the performance of any obligations imposed upon him under the provisions of this agreement, and such default shall continue for thirty (30) days after written notice thereof from St. Regis to the licensee and State, an event of default shall have occurred. St. Regis may then terminate the rights of the licensee under this agreement, upon notice to State of such termination, which shall be in writing to State and the licensee; Provided, however, that should said default be such as to create an emergency endangering the lives or safety of persons or endangering St. Regis timber or other property, St. Regis may immediately suspend the licensee's rights under this agreement pending consultation with State as to such other steps as may be necessary or desirable and agreed to by St. Regis and State.



3. In the event St. Regis or State shall default in the performance of any obligations imposed upon either of them under the provisions of this agreement, and such default shall continue for thirty (30) days after receipt of written notice thereof, an event of default shall have occurred. In such event State or St. Regis, as the case may be, may institute appropriate legal proceedings to compel compliance with this agreement or for such damages as it may have suffered by reason of such act of default; Provided, however, that such an act of default on the part of either party hereto shall not in any case terminate the rights of either party hereto, nor affect the validity or duration of any easements or permits granted hereunder.

J. Notices and Acts Hereunder

All notices requested by any provisions of this agreement shall be addressed as follows:

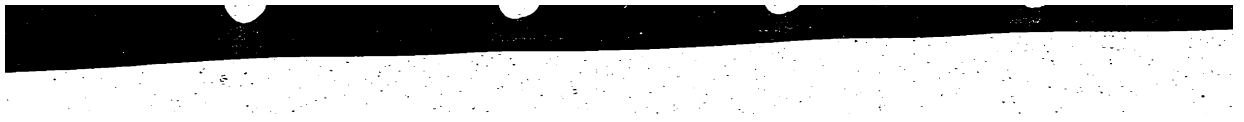
For State: Department of Natural Resources
Box 110
Olympia, Washington

and

Glenwood District Administrator
Department of Natural Resources
Glenwood, Washington

For St. Regis: St. Regis Paper Company
Klickitat, Washington.

Any actions, decisions, or agreements called for hereunder shall be deemed official and complete when made or done by a person duly designated in writing by State through its Department of Natural Resources and St. Regis. The identity of said designees of each party, who shall



wherever possible be the field personnel in charge of road and forestry affairs in the Glenwood area, shall be communicated in writing by each party to the other as need requires.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in quadruplicate originals the day and year first hereinabove written.

ST. REGIS PAPER COMPANY

By Walter H. Rathert
Title AGENT

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

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

Approved as to Form
Rockwood, Davies, Biggs, Strayer & Stoeck

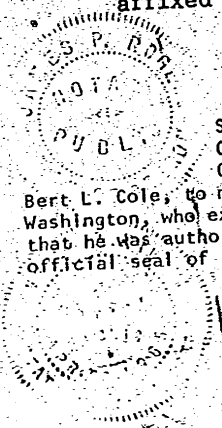
By James R. Rogers

APPROVED	DATE
1. Technical Cons.	<u>MA 2/18/63</u>
2. Deputy Supv.	<u>MA 2/18/63</u>
3. Supv. For Manag.	<u>MA 2/18/63</u>
4. Assf. Supv. Pre-S.	<u>MA 2/18/63</u>
5. P/W Agent	<u>MA 2/18/63</u>
6. Attorney General	<u>MA 2/18/63</u>

STATE OF OREGON }
County of Multnomah } SS.

On this first day of February, 1963, before me, a notary public for the State of Oregon, personally appeared Walter H. Rathert, to me known to be the Agent of St. Regis Paper Company, 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 he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



James R. Rogers
Notary Public for Oregon
My commission expires: Jan. 23, 1965

STATE OF WASHINGTON)
COUNTY OF THURSTON)

On this 18th day of February, 1963, before me personally appeared Bert L. Cole, to me known to be the Commissioner of Public Lands of the State of Washington, who executed the within and foregoing instrument, 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.

Beverly A. ...
Notary Public in and for the State of
Washington, residing at ...



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ROAD AND RIGHT-OF-WAY EASEMENT
(Glenwood Block)

VOL. 135 PAGE 378

THIS INDENTURE, made this _____ day of _____, 1963, between ST. REGIS PAPER COMPANY (J. Neils Lumber Division), a New York corporation, hereafter called Grantor, and the STATE OF WASHINGTON, acting by and through its Department of Natural Resources, hereafter called Grantee,

W I T N E S S E T H:

I. That for and in consideration of the sum of One Dollar (\$1.00) in hand paid to Grantor, and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, and its assigns, interests as hereafter set forth in the premises of the Grantor in the Counties of Klickitat and Yakima, State of Washington, as shown on the map attached hereto as Exhibit A and made a part hereof by this reference, more particularly described as follows:

(Describe all St. Regis lands within the exterior boundaries of Exhibit A attached to Glenwood Agreement No. 23, segregating by county.)

A. Where roads are now constructed on the above-described lands as shown colored in red on the map attached hereto as Exhibit A, Grantor does hereby grant and convey unto the Grantee, and its assigns, a nonexclusive easement and right of way therein 25 feet on each side of the center lines of said roads as presently constructed and located, together with such additional widths as are necessary to protect cuts and fills, to use, operate, construct, patrol, improve, and maintain said roads over, upon, along, and across the premises on which said roads now are, together with the reasonable right of temporary use of the Grantor's lands immediately adjacent to



1/2/63

said roads which may be necessary for the above-described purposes. If the roads or any segments thereof are located substantially as described herein and as shown colored in red on the map attached hereto as Exhibit A, the center lines of said roads as constructed are hereby deemed accepted by Grantor and Grantee as the true center lines of the easement and right of way herein granted.

B. As to the premises of the Grantor above described on which no roads are presently in existence but which may be necessary for the construction of roads by Grantee in accordance with Section X of Glenwood Agreement No. 23, infra Section 11, Grantor does hereby grant and convey unto the Grantee, and its assigns, a nonexclusive easement and right of way not to exceed 50 feet in width (together with such additional widths as are necessary to protect cuts and fills) on which Grantee may construct, use, operate, patrol, improve, and maintain roads, and any necessary connections with existing roads, for the same purposes and with the same reservations to Grantor as are herein provided for with respect to existing roads.

II. This conveyance is made in accordance with that certain Glenwood Agreement No. 23, dated _____, 1963, entered into between the parties hereto, recorded in Volume _____, page _____, Klickitat County deed records, and recorded in Volume _____, page _____, Yakima County deed records. Said Glenwood Agreement No. 23 is incorporated herein by this reference as if set forth in full, and all rights embodied in this instrument are subject to and exercised in accordance with all the terms and conditions of said agreement.

III. _____ covenants that _____ the time of making and delivery of this instrument _____ the property interest _____

Exhibit B



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described herein, and has good right and full power to convey the same; and further covenants that said property is not subject to encumbrances or other outstanding rights or interests which diminish the value of the property interest conveyed herein.

IV. The rights, privileges, and authorities herein granted shall continue so long as used for the purposes stated, but Grantor may terminate this easement, and all rights hereunder shall cease, if:

A. Grantee shall notify Grantor in recordable form of the abandonment of the easement granted; or

B. Grantor and Grantee, by mutual agreement, terminate Glenwood Agreement No. 23.

The rights, privileges, and authorities herein granted may be exercised by Grantee, its timber purchasers, permittees, licensees, or agents, for all purposes necessary or desirable in connection with Grantee's management of its lands as provided in Glenwood Agreement No. 23, except said purposes shall not encompass as a matter of right use of said roads by the public, particularly for the purpose of recreational activities on said lands or roads.

IN WITNESS WHEREOF, Grantor has executed this Indenture the day and year first above written.

ST. REGIS PAPER COMPANY
(J. Neils Lumber Division)

By _____ Agent

STATE OF OREGON }
County of Multnomah } ss.

On this _____ day of _____, 1963, before me,
a notary public for the State of Oregon, personally appeared



VOL. 135 PAGE 381

Walter H. Rathert, to me known to be the Agent of St. Regis Paper Company, 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 he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.

Notary Public for Oregon
My commission expires:



ROAD AND RIGHT-OF-WAY EASEMENT
(Glenwood Block)

VOL. 135 PAGE 382

THIS INDENTURE, made this _____ day of _____, 1963, between the STATE OF WASHINGTON, acting by and through its Department of Natural Resources, hereafter called Grantor, and ST. REGIS PAPER COMPANY (J. Neils Lumber Division), a New York corporation, hereafter called Grantee,

W I T N E S S E T H:

I. That for and in consideration of the sum of One Dollar (\$1.00) in hand paid to Grantor, and other good and valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby grant and convey unto the Grantee, its successors and assigns, interests as hereafter set forth in the premises of the Grantor in the Counties of Klickitat and Yakima, State of Washington, as shown on the map attached hereto as Exhibit A and made a part hereof by this reference, more particularly described as follows:

(Describe all State lands within the exterior boundaries of Exhibit A attached to Glenwood Agreement No. 23, segregating by county.)

A. Where roads are now constructed on the above-described lands as shown colored in green on the map attached hereto as Exhibit A, Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a nonexclusive easement and right of way therein 25 feet on each side of the center lines of said roads as presently constructed and located, together with such additional widths as are necessary to protect cuts and fills, to use, operate, construct, patrol, improve, and maintain said roads over, upon, along, and across the premises on which said roads now are, together with the reasonable right of temporary use of the Grantor's lands immediately adjacent to



2/1/63

said roads which may be necessary for the above-described purposes. If the roads or any segments thereof are located substantially as described herein and as shown colored in green on the map attached hereto as Exhibit A, the center lines of said roads as constructed are hereby deemed accepted by Grantor and Grantee as the true center lines of the easement and right of way herein granted.

B. As to the premises of the Grantor above described on which no roads are presently in existence but which may be necessary for the construction of roads by Grantee in accordance with Section X of Glenwood Agreement No. 23, infra Section 11, Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a nonexclusive easement and right of way not to exceed 50 feet in width (together with such additional widths as are necessary to protect cuts and fills) on which Grantee may construct, use, operate, patrol, improve, and maintain roads, and any necessary connections with existing roads, for the same purposes and with the same reservations to Grantor as are herein provided for with respect to existing roads.

II. This conveyance is made in accordance with that certain Glenwood Agreement No. 23, dated _____, 1963, entered into between the parties hereto, recorded in Volume _____, page _____, Klickitat County deed records, and recorded in Volume _____, page _____, Yakima County deed records. Said Glenwood Agreement No. 23 is incorporated herein by this reference as if set forth in full, and all rights embodied in this instrument are subject to and exercised in accordance with all the terms and conditions of said agreement.

III. The rights, interests and authorities herein granted shall be subject to the purposes stated, but

Exhibit
2-22-63

Grantor may terminate this easement, and all rights hereunder shall cease, if:

- A. Grantee shall notify Grantor in recordable form of the abandonment of the easement granted; or
- B. Grantor and Grantee, by mutual agreement, terminate Glenwood Agreement No. 23.

The rights, privileges, and authorities herein granted may be exercised by Grantee, its timber purchasers, permittees, licensees, or agents, for all purposes necessary or desirable in connection with Grantee's management of its lands as provided in Glenwood Agreement No. 23, except said purposes shall not encompass as a matter of right use of said roads by the public, particularly for the purpose of recreational activities on said lands or roads.

IN WITNESS WHEREOF, Grantor has executed this Indenture the day and year first above written.

STATE OF WASHINGTON
Department of Natural Resources

By BERT L. COLE
Commissioner of Public Lands

STATE OF WASHINGTON)
County of Thurston) ss.

On this _____ day of _____, 1963, before me personally appeared Bert L. Cole, to me known to be the Commissioner of Public Lands, and Administrator of the Department of Natural Resources of the State of Washington, the Department that 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 set forth above.

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



ROAD STANDARDS

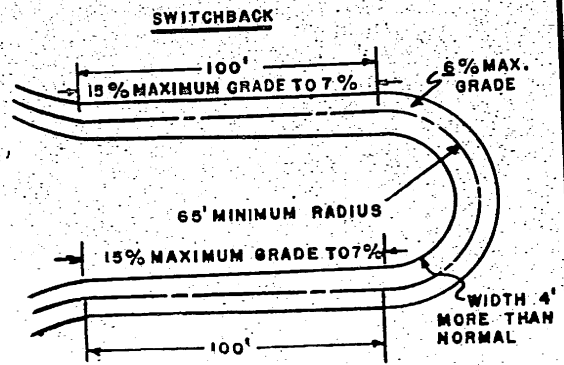
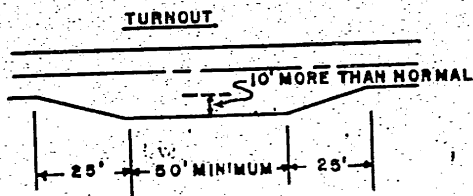
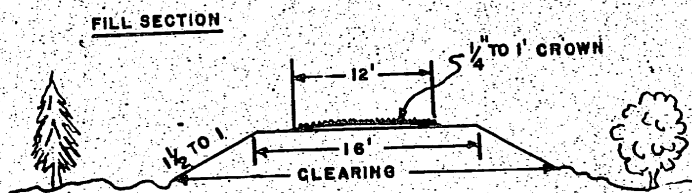
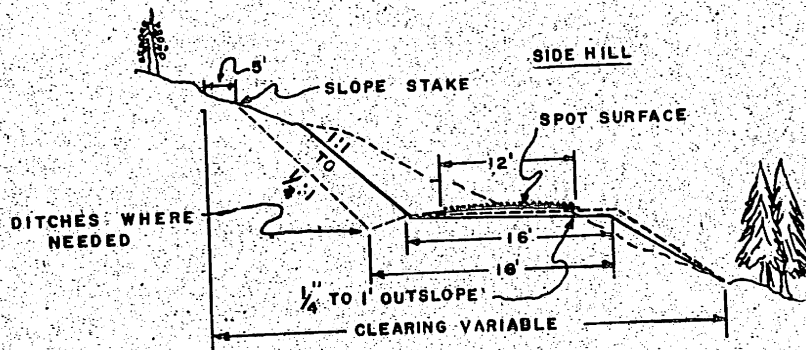
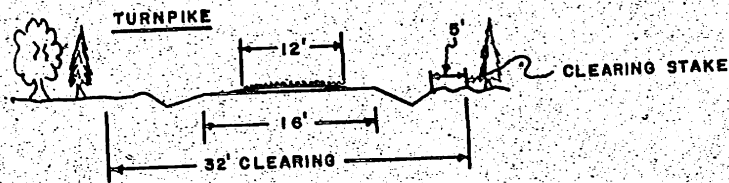
- CLEARING & GRUBBING:** Fall minimum width of 5 ft. beyond slope stakes, or a minimum of 32 ft. of width, 16 ft. on each side of center line. Fall danger snags and leaners as directed. All cull logs, slash and debris shall be piled and burned within or along the right-of-way or if granted authority in writing by the landowner or such officer as he may designate, scattered outside of cleared right-of-way. If burned, burning shall be done at such time and in such a manner as directed, in writing, by the landowner. All stumps that fall within two feet of cut slopes or finished subgrade shall be removed.
- DRAINAGE:** Culverts shall be of a permanent type and laid on a uniform grade line to conform with flow line of the creek. Culverts will be long enough to remain continuously open and protect fills and slope banks; to be placed as designed and/or surveyed. Water bars will be used where the need arises to control road erosion.
- GRADING:** Grade will follow center line and comply with gradient and curvature as surveyed. Back slopes shall be 1 to 1 in common earth, 3/4 to 1 in hardpan and soft rock, and 1/4 to 1 in solid rock. Fill slopes shall be 1-1/2 to 1, or natural angle of repose. Ditches will be constructed where needed. Where there are no ditches the roadbed shall be "outsloped" 1/4" to 1 ft. The width of subgrades shall be 16 ft. The maximum favorable grade shall be plus 15%. A maximum adverse grade shall be minus 7%. Gravity (undulating) grades will be permitted.
- CATTLE GUARDS & GATES:** Cattle guards shall be of a permanent type, of metal or concrete or treated wood, with wings. Cattle guards shall be 14 ft. wide, 8 ft. in length and shall be excavated to a minimum depth of 2 ft. below the running surface. Gates shall have a minimum width of 16 ft. Cattle guards and gates shall be placed as surveyed.
- BALLAST & SURFACING:** Surface shall be 12 ft. in width. Road subgrade shall be ballasted as needed.
- TURNOUTS:** Turnouts shall be a minimum length of 100 ft. and a usable width of 10 ft. Turnouts will be interspersible, if economically feasible, and/or a maximum distance of 1,000 ft.
- SWITCHBACKS:** Switchbacks to have a minimum radius of 65 ft. and a tapering grade to 6% for 100 ft. before start of curve, through curve and 100 ft. beyond end of curve. Surface will be 4 ft. wider than normal. All curves will have a minimum radius of 65 ft.

Any deviations from the above specifications to be approved in writing by the parties to the Glenwood Agreement.



[Illegible text or noise at the top of the page, possibly a header or page number.]

STATE DEPARTMENT OF NATURAL RESOURCES
MINIMUM ROAD STANDARDS (EAST OF CASCADES)
SPECIFICATIONS FOR 12' BRANCH ROAD





144776

INDEXED

4:30

DEED

THIS EASEMENT, dated this 8th day of March, 1973, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Klickitat County, Washington, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over assignable easements owned by the United States in the County of Klickitat, State of Washington, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor does hereby grant to Grantee all right, title and interest in the following easements and rights-of-way recorded in the deed records of Klickitat County, Washington:

<u>Grantor</u>	<u>Book</u>	<u>Page</u>	<u>Date Recorded</u>
Woodruff	121	310	5/11/56
Hollenbeck	121	335	5/16/56
Hollenbeck	101	407	11/14/47
State of Washington (Highway Dept.)	122	348	9/26/56
State of Washington (Forest Board)	123	61	11/29/56
State of Washington (Forest Board)	124	141	6/11/57
State of Washington (DNR)	123	499	4/2/57
State of Washington (DNR)	124	140	6/11/57
State of Washington (DNR)	133	375	3/26/62

Said easement and rights-of-way being over and across the following-described land in Klickitat County, Washington:

- Township 6 North, Range 10 East, Willamette Meridian
- Section 5, NW1/4SW1/4, S1/2SW1/4
- Section 6, S1/2NE1/4, NW1/4NE1/4, NE1/4SE1/4
- Section 8, NE1/4NW1/4, NE1/4, E1/2SE1/4
- Section 16, N1/2SW1/4, SE1/4SW1/4, W1/2NW1/4
- Section 21, NE1/4NW1/4, NW1/4NE1/4

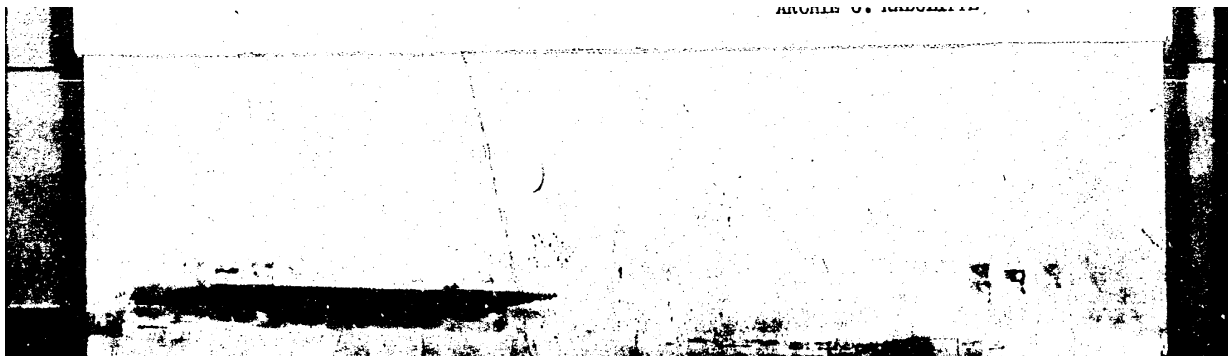
STATE OF WASH. COUNTY OF KLICKITAT
FILED OR RECORDED

Vol. 161 of DEEDS Page 227-9

Request of ENGINEERS KLICKITAT COUNTY

On MARCH 27 9:30 a.m. 1973

Archibald F. Daley County Auditor
C. Richardson Deputy



The grantee does by the acceptance of this document covenant and agree for itself, its assigns, and its successors in interest to the property herein conveyed or any part thereof, that the covenants set forth below shall attach to and run with the easements and rights-of-way:

(1) That the described property, and its appurtenant areas and its building and facilities, whether or not on the land herein conveyed will be operated as a public road, in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

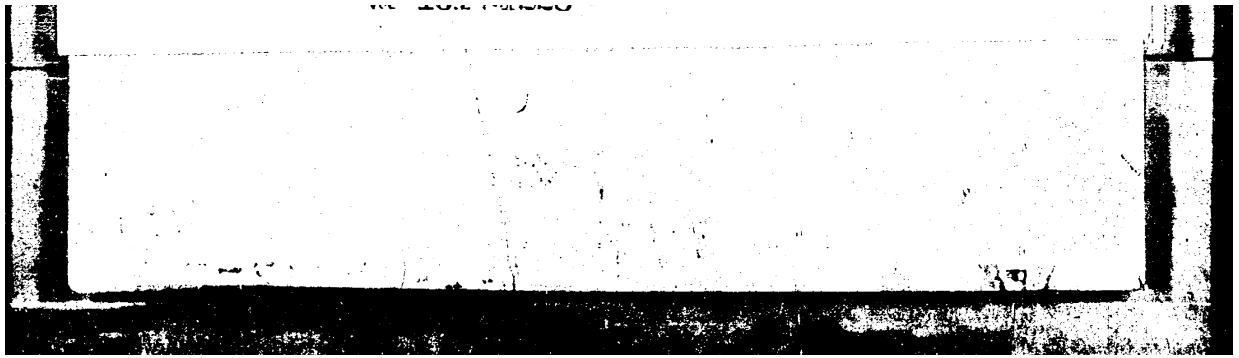
(2) That the United States shall have the right to judicial enforcement of these covenants not only as to the grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land herein conveyed.

In the event of a breach of any of the conditions set forth above, all right, title, and interest in and to the above-described property shall, at the option of the Grantor, revert to and become the property of the United States of America, which shall have an immediate right of entry thereon, and the Grantee, its successors or assigns, shall forfeit all right, title, and interest in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Grantor to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor, by its Regional Forester, Forest Service, has executed this easement, pursuant to the act above mentioned, the delegation of authority by the Secretary of Agriculture to the Assistant Secretary for Rural Development and Conservation, and the delegation of authority from the Assistant Secretary for Rural Development and Conservation to the Chief, Forest Service, dated December 20, 1972 (37 Fed. Reg. 28463), the delegation of authority by the Chief, Forest Service, dated June 5, 1968 (33 Fed. Reg. 8552), and the delegation of authority by the Deputy Chief, Forest Service, dated July 5, 1968 (33 Fed. Reg. 10115), the provisions of which have been complied with, on the day and year first above written.

UNITED STATES OF AMERICA

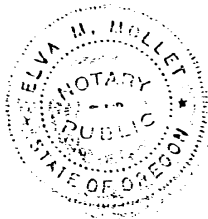
By *KAWood*
Acting Regional Forester
Forest Service
Department of Agriculture



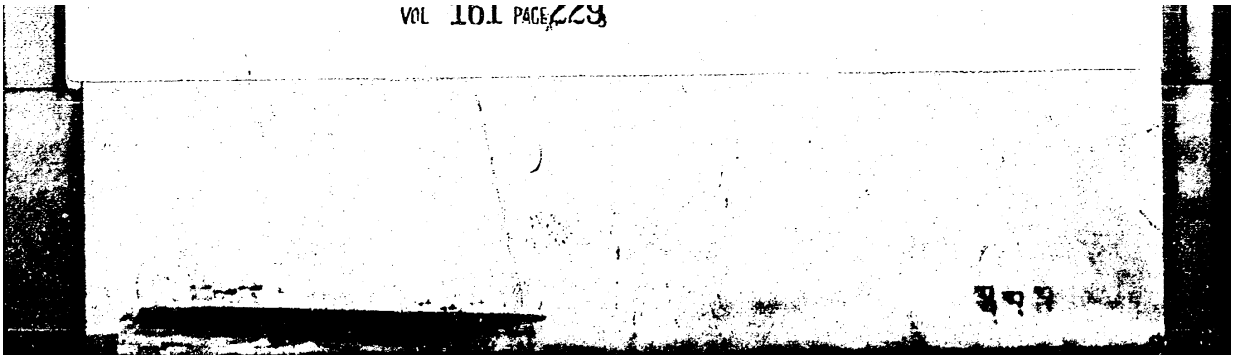
State of Oregon)
County of Multnomah) ss.

On this day personally appeared before me J. Z. Jura
to me known to be the identical individual described in and who executed the
within and foregoing instrument and acknowledged to me that he signed and
executed the same as his free and voluntary act and deed, for the uses and
purposes therein mentioned.

Given under my hand and seal this 8 day of March, 1973.



Elva M. Mollet
Notary Public in and for the
State of Oregon
Residing at Portland
My commission expires 10/20/74



NOT SUBJECT TO
REAL ESTATE EXCISE TAX
Highel
DEPUTY TREASURER

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

FILED FOR RECORD
YAKIMA COUNTY WASH.
26 JUL 25 PM 1:11

Agreement and Easement Amendment

This Amendment, made and entered into this 30 day of MAY, 1995, 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:

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.

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.

FILED BY *Deirdre Lee*
RETURN TO *Julie Return*

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

YAKIMA COUNTY WASH.
REAL ESTATE EXCISE TAX
EXEMPT
DATE JUL 25 1995
COUNTY TREASURER
Jinick Porey

VOL 1519 1778
Yakima County

3137629
Yakima County

254495

3137629

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

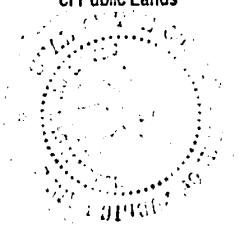
By R. Beccamy
GEN. MGR., PACIFIC REGION Title

Affix Seal of Corporation

Attest Donald Higgins
ASSISTANT SECRETARY Title

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Affix Seal of Commissioner
of Public Lands

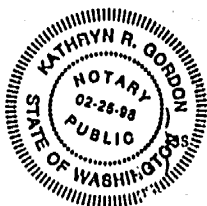


R. Bruce Mackey
R. BRUCE MACKEY, Manager
Resource Planning & Asset Management Division

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

02/12/2011 55000023.dwp

STATE OF
County of



On this 17th day of April, 1996, 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.

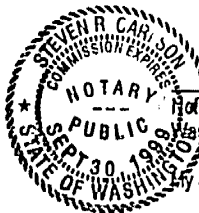
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

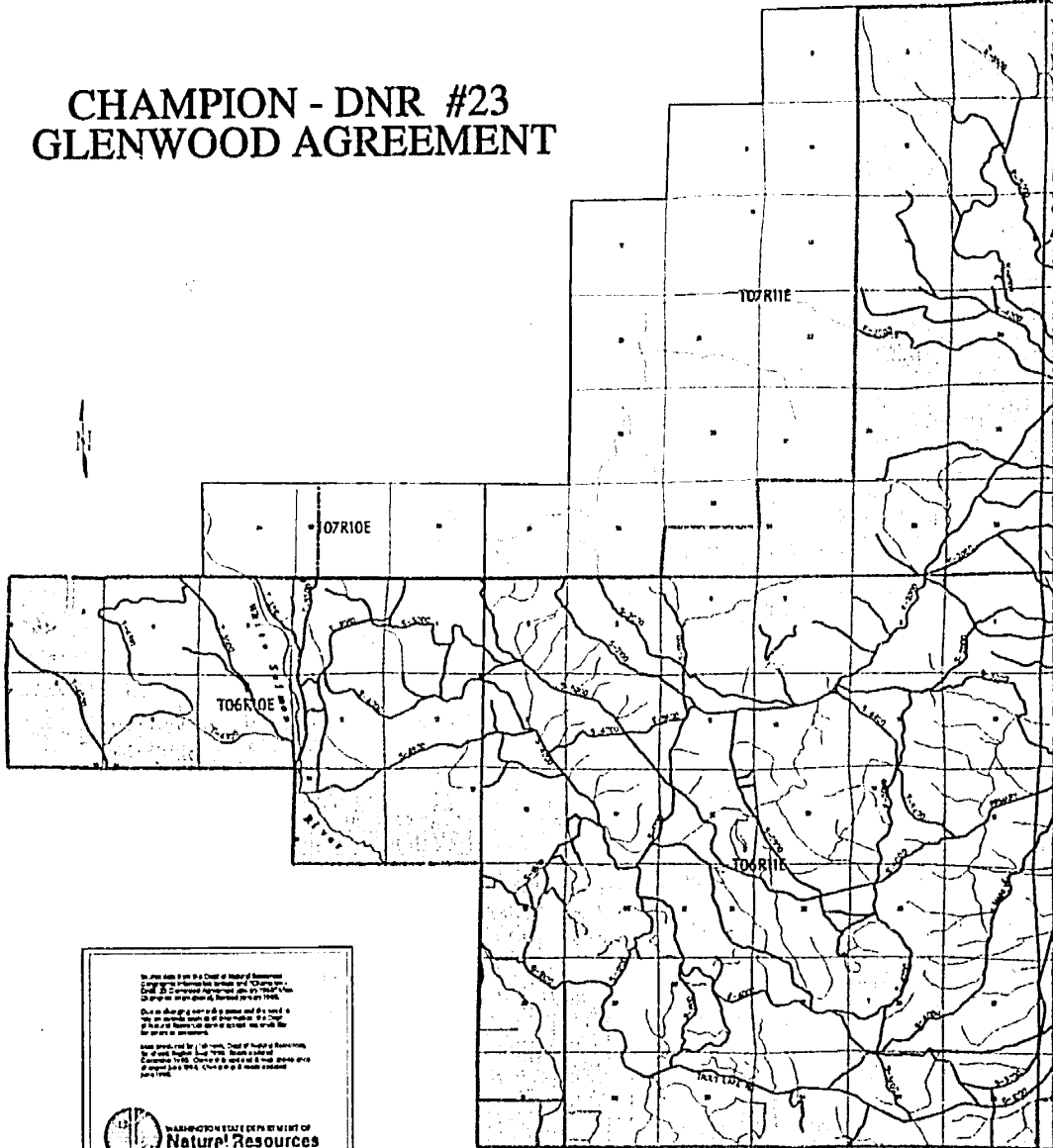
On this 3rd day of May, 1996, personally appeared before me R. BRUCE MACKEY, to me known to be the Resource Planning and Asset Management Division Manager of the Department of Natural Resources, State of Washington, who executed the within and foregoing instrument on behalf of the State of Washington, 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.




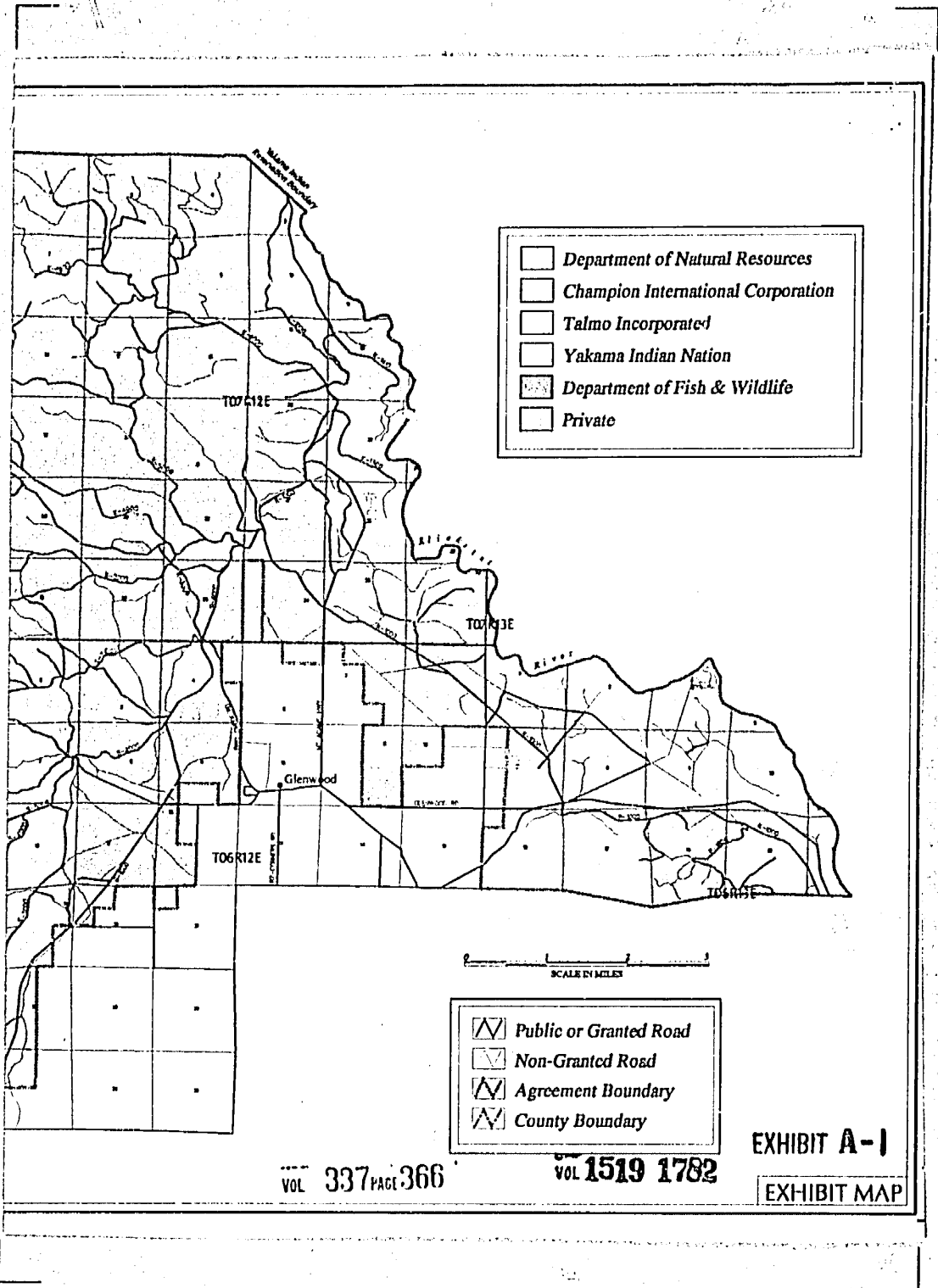
Steven R. Carlson
Notary Public in and for the State of
Washington, residing at Centralia
My appointment expires 9/30/99

CHAMPION - DNR #23 GLENWOOD AGREEMENT



In accordance with the provisions of the
 Champion-Glenwood Agreement, the
 State of Washington has acquired the
 right to use the land for public
 purposes. The land is being used for
 public purposes and is not to be
 used for private purposes.
 The land is being used for public
 purposes and is not to be used for
 private purposes.


 WASHINGTON DEPARTMENT OF
Natural Resources



- Department of Natural Resources
- Champion International Corporation
- Talmo Incorporated
- Yakama Indian Nation
- Department of Fish & Wildlife
- Private

- Public or Granted Road
- Non-Granted Road
- Agreement Boundary
- County Boundary

VOL 337 PAGE 366

VOL 1519 1782

EXHIBIT A-1

EXHIBIT MAP

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, S½ N½, NW¼ SW¼, SE¼
Section 8: SW¼ NE¼, S½ NW¼, SW¼, W½ SE¼, SE¼ SE¼
Section 10: N½ NE¼, NW¼, NE¼ SW¼
Section 11: NE¼, N½ NW¼, SE¼ NW¼, E½ SW¼, SE¼
Section 12: All
Section 13: N½ NE¼, SE¼ NE¼, NW¼
Section 14: N½ NE¼, NE¼ NW¼

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

- Section 3: Lots 1 through 4, S½ N½
Section 4: Lots 1 through 4, S½ N½
Section 16: All
Section 18: All
Section 20: N½, NE¼ SW¼, SE¼
Section 21: W½
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: NE¼, NE¼ NW¼, N½ SE¼, SE¼ SE¼
Section 3: N½ NE¼
Section 4: W½ NE¼, NW¼, N½ SW¼, SW¼ SW¼, N½ SE¼, SE¼ SE¼

Section 5: All

Section 6: All

Section 8: NE $\frac{1}{4}$, 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 $\frac{1}{2}$, NW $\frac{1}{4}$ S $\frac{1}{4}$, 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 $\frac{1}{4}$, 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 $\frac{1}{4}$

VOL 337 PAGE 368

VOL 1519 1784
EXHIBIT B

**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

VOL 337 PAGE 369

- 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

- 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

DOUG CROHRAN

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

Klickitat County, WA
REAL ESTATE EXCISE TAX
EXEMPT
DATE: 11-1-21
COUNTY TREASURER

Brenda Sorensen



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.

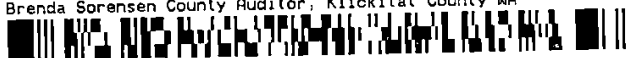
6. **Notice.** Any notices or submittals required or permitted under this Easement may be delivered personally, sent by facsimile machine or mailed first class, certified return receipt requested, to the following addresses or to such other place as the parties hereafter direct. Notice will be deemed 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. Brodie
Angus Brodie, 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

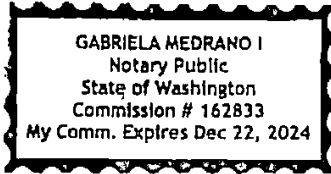
I certify that I know or have satisfactory evidence that JOHN FULLER is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

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

Tami K Kellogg
(Signature)

(Seal or stamp)

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 1:

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 9 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.

