



Return Address:

RLF Columbia Land Holdings, LLC  
985 Pico Point  
Colorado Springs, CO 80906  
Attn: James W. Geisz

**EASEMENT AND ROAD MAINTENANCE AGREEMENT**

**Grantor/Grantee (Party A):** RLF Columbia Land Holdings, LLC, a Colorado limited liability company

**Grantors/Grantee (Party B):** Petersen Hildahl LLC, a Washington limited liability company, Linda H. Piro, and ~~David Zuluaga~~ <sup>DAVID ZULUAGA</sup> Trustee of the Zuluaga Charitable Unitrust, dated ~~Oct. 31, 2001~~ <sup>& NANCY A ZULUAGA</sup>

**Legal Description (Parcel A)(abbreviated):** Ptn. Gov Lots 6, 7 and 8, Sec. 9, and ptn. Gov Lots 1, 3, 4 and 5 and E1/2, Sec.16, and ptn. Gov Lots 1, 2 and 3, SE1/4 NW1/4, and NW1/4 NE1/4, Sec. 21, T. 27 N, R. 23, E, W.M., Douglas County, Washington. Additional legal on pages 9 through 12.

**Legal Description (Parcel B)(abbreviated):** Ptn. Gov Lot 8, Sec. 9, and ptn. SW1/4 SW1/4 and Gov Lots 5 and 6, Sec. 10, and ptn. E1/2, Sec. 16, and ptn. NW1/4, Sec. 15, T. 27 N, R. 23, E, W.M., Douglas County, Washington. Additional legal on pages 13 and 14.

**Legal Description (Road)(abbreviated):** Ptn. E1/2 and Gov Lots 4 and 5, Sec. 16, and Gov Lots 1 and 2, Sec. 21, T. 27 N, R. 23 E, W.M., Douglas County, Washington. Additional legal on page 15.

**Assessor's Tax Parcel ID#:** 27-23-09-300-01, 27-23-10-300-01, 27-23-16-200-01, 27-23-15-200-01, and 27-23-21-100-01 (covers these and other properties).

This Easement and Road Maintenance Agreement ("Agreement") is made and entered into this AUGUST 5, 2002, by and between RLF Columbia Land Holdings, LLC, a Colorado limited liability company ("Party A"), and Petersen Hildahl LLC, a Washington limited liability company ("Petersen"), Linda H. Piro ("Piro"), and ~~DAVID ZULUAGA~~ <sup>DAVID ZULUAGA</sup> Trustee of the Zuluaga Charitable Unitrust, dated OCT 31, 2001 ("Zuluaga") (Petersen, Piro and Zuluaga, collectively, "Party B").

WITNESSETH:

WHEREAS, Party A is the owner of certain real estate, more particularly described on Exhibit A attached hereto ("Parcel A"); and

WHEREAS, the parties comprising Party B are the owner of certain real estate, more



particularly described on Exhibit B attached hereto ("Parcel B"); and

WHEREAS, a gravel road exists over portions of Parcel A and Parcel B, which road (a) provides access to and from both parcels and connects with McNeil Canyon Road, (b) the parties contemplate may be upgraded to a 28-foot road consisting of two 12-foot travel lanes with two-foot shoulders with a ditch slope of 4:1 with a two-foot depth (which may be reduce to 3:1) and maximum horizontal grade of seven percent (7%), and otherwise meeting the road standards of Douglas County, Washington including without limitation any right-of-way width requirements (the "Road Improvement"), and (c) is more particularly depicted on Exhibit C attached hereto (such road, Road Improvement, and all future improvements are referred to collectively as the "Road"); and

WHEREAS, the parties desire to grant cross easements for ingress and egress over and through the Road for the benefit of and burden on Parcel A and Parcel B (the "Access Easements"); and

WHEREAS, the parties desire to memorialize the grant of the Access Easements and to provide further for the maintenance, repair and upkeep of the Road.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties grant, covenant and agree as follows:

1. Definitions. In addition to the words and phrases defined in the recitals hereto, the following words and phrases shall have the meaning herein provided unless the context otherwise requires:

1.1 "Maintenance and Repairs" means all maintaining, repairing, replacing, ungrading, patching, resurfacing, rebuilding, sealing, coating, stripping, shoveling of snow and ice and other acts and work to the Road as may be reasonably necessary to keep the Road in good condition, so as to be open, useable and useful for the purposes contemplated herein.

1.2 "Maintenance and Repair Costs" means all costs and expenses, including but not limited to labor, time, materials and supplies, incurred by the parties in connection with Maintenance and Repairs.

2. Grant of Easements.

2.1 Party A hereby grants to Party B, its tenants, subtenants, occupants and to the employees, agents, invitees and licensees of Party B and of its tenants, subtenants and occupants, for the benefit of Parcel B, a non-exclusive perpetual easement on, over and across the portion of the Road located on Parcel A for the purposes of access, ingress and egress, including the passage of vehicles, to and from Parcel B and the installation and maintenance of utilities, including but not limited to water, along the Road within the area described on Exhibit A, provided they do not interfere with ingress and egress over such Road.



2.2 Party B hereby grants to Party A, its tenants, subtenants, occupants and to the employees, agents, invitees and licensees of Party A and of its tenants, subtenants and occupants, for the benefit of Parcel A, a non-exclusive perpetual easement on, over and across the portion of the Road located on Parcel B for the purposes of access, ingress and egress, including the passage of vehicles, to and from Parcel A and the installation and maintenance of utilities, including but not limited to water, along the Road within the area described on Exhibit A, provided they do not interfere with ingress and egress over such Road.

2.3 The foregoing grants give both parties easement rights in and to the Road and shall enable the Road to be used as an integrated easement area for them, their tenants, subtenants and occupants, as well as the licensees, invitees and agents of said owners, tenants, subtenants and occupants for access, ingress and egress to and from each party's respective parcel.

3. Operation and Maintenance of the Road.

3.1 Payment of Taxes. The owners of each of the respective parcels shall pay all taxes and assessments when due on their respective parcels.

3.2 Maintenance and Repairs. Notwithstanding each party's obligation to maintain their respective parcels as set out above, the maintenance of the Road and the administration of this Agreement shall be governed by Sections 3.6 and 3.7 of the Protective Covenants, dated 8/2, 2002, recorded at Douglas County, which were established by Party A with respect to Parcel A and Parcel B and which provisions are incorporated herein by reference; provided, however, all Maintenance and Repair Costs shall be shared by the parties and the parties shall contribute to the Maintenance and Repairs Costs in percentages based on the use of the Road by the owners of Parcel A in comparison with the owners of Parcel B, which percentages shall be presumed to be the following unless either party demonstrates otherwise: (a) 50% by Party A and 50% by Party B with respect to that portion of the Road located on Government Lot 8 of Section 9 in Township 27 North, Range 23 East, of the Willamette Meridian, Douglas County, Washington, and (b) 72% by Party A and 28% by Party B with respect to the remainder of the Road

3.3 Failure to Make Payment. If any party or parties fail to pay his, her or its proportionate share of the Maintenance and Repair Costs, the other parties hereto may pay such party or parties share and/or seek to recover from such delinquent party or parties, by any lawful means subject to Section 8.

4. Road Improvement. Notwithstanding the foregoing agreement regarding Maintenance and Repairs, if either party becomes obligated because of its contemplated use of its parcel to make the Road Improvement (the "Obligated Party"), then the Obligated Party shall be



responsible for all costs associated with the Road Improvement, and the other party (the "Non-Obligated Party) hereby grants permission to the Obligated Party to perform the Road Improvement, provided such work does not unreasonably interfere with the Non-Obligated Party's use of its parcel or the Road. If, at any time after the Road Improvement is the made, the Non-Obligated Party would have become obligated because of a change in its use of its parcel to make the Road Improvement but for the fact it has already been made, the Non-Obligated Party shall then reimburse the Obligated Party for a portion of the costs associated with the Road Improvement in proportion to the Non-Obligated Party's use of the Road. The percentages of use of the Road shall be presumed to be the same as indicated in Section 3.2 above.

5. Interference with Rights; No Building or Restrictions. Each party agrees that no building, structures or barriers of any kind or description shall be erected or placed near or on any portion of the Road that would in any manner or way block, interfere or diminish the use thereof or the free flow of traffic within the Road. Otherwise, each party hereto which has granted easement rights in its own respective property shall be fully entitled to use such property in any manner not inconsistent herewith, including the granting of other easements to other parties.

6. Running with the Land. Each of the parties hereby warrants to the other parties that it, he or she is vested with fee simple title in its respective parcel of real estate. The easements, covenants and obligations herein shall be easements, covenants and obligations running with the land. The grant of easements by the grantors herein and any party's obligation contained in the covenant or agreement herein shall bind and burden its respective parcel and the grant of an easement to a party and any party's rights as contained in any covenant or restriction shall benefit its respective parcel.

7. Indemnity. Each of the parties agrees to indemnify and to hold harmless from and against any and all liability for personal injury or property damage when such injury or damage shall result from, arise out of, or be attributable to any Maintenance and Repairs undertaken pursuant to this Agreement and its use of the Road.

8. Disputes; Remedies. With respect to any breach of this Agreement by any party, its tenants, subtenants or other occupants, the non-breaching parties shall be entitled to any and all remedies at law, and in equity, including, but not limited to, the right to enjoin any such violation. Further, in the event of such breach, the non-breaching parties shall be entitled to recover from the breaching party or parties, its tenants, subtenants and/or occupants, the non-breaching party's reasonable attorneys fees and costs of suit. Owners of undivided interests in parcels shall be jointly and severally liable for the obligations under this Agreement pertaining to such parcels.

Notwithstanding anything to the contrary stated herein, to the extent a dispute arises between or among parties regarding the responsibility for and payment of Maintenance and Repair Costs or the costs of the Road Improvement, any party may submit the dispute to binding arbitration in accordance with the Washington Arbitration Act (Revised Washington Code Section 7.04 et seq.) and, if submitted, the parties agree to arbitrate such claim in lieu of pursuing



remedies at law or in equity or available under this Agreement. Any party may submit the dispute for arbitration by serving the other party or parties with a written demand for arbitration setting forth the nature of such disputes and, in the case of the party seeking relief, the relief sought. Judgment upon the award may be entered in any court of competent jurisdiction.

The terms of this paragraph shall survive the termination of this Agreement.

9. Miscellaneous. This Agreement shall inure to the benefit of and bind the parties hereto, their successors, legal representatives, heirs and assigns. In the event any party sells or otherwise transfers its parcel or any portion thereof, the party shall be released and discharged from any and all liability hereunder arising after any such sale with respect to the portion sold or otherwise transferred. Any new owner shall thereupon be liable and responsible for such obligations. If any provision of this Agreement is held by a Court to be void or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be construed and enforced under the laws of the State of Washington. This Agreement contains the entire agreement hereto and shall be amended only in writing with the written consent of all parties hereto. To be valid, such written amendment shall be recorded in the Office of the Recorder of Douglas County, Washington. This Agreement also shall be recorded in such office. No waiver of any provision of this Agreement shall be valid unless in writing and signed by all of the parties hereto. Any notice, statement or other communication which is required to be given hereunder shall be in writing and shall be sufficient in all respects if delivered personally or if sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the parties at the address set forth after their signatures or the last known address of any successor in interest to any parcel or portion thereof.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.



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

**PARTY A:**

**RLF COLUMBIA LAND HOLDINGS, LLC**  
a Colorado limited liability company

By: James W Geisz

Name: James W Geisz

Its: Authorized Representative

**PARTY B:**

**PETERSEN HILDAHL LLC**  
a \_\_\_\_\_ limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Linda H. Piro

Zuluaga Charitable Unitrust, dated \_\_\_\_\_

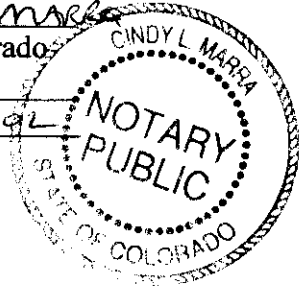
By: \_\_\_\_\_,  
\_\_\_\_\_, Trustee



STATE OF Colorado )  
 ) ss  
COUNTY OF El Paso )

I certify that I know or have satisfactory evidence that James W. Geisz 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 authorized representative of RLF Columbia Land Holdings, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated this 2nd day of August, 2002.

Cindy L. Marra  
Typed/Printed Name Cindy L. Marra  
NOTARY PUBLIC, State of Colorado  
Residing in Cherokee Co  
My appointment expires 8-28-02



STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 authorized representative of Petersen Hildahl, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_  
Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_



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

**PARTY A:** **RLF COLUMBIA LAND HOLDINGS, LLC**  
a Colorado limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Authorized Representative

**PARTY B:** **PETERSEN HILDAHL LLC**  
a Wash limited liability company

By: Greg Petersen

Name: Greg Petersen

Its: Agent

Linda H. Piro  
Linda H. Piro

Zuluaga Charitable Unitrust, dated 10/31/2001

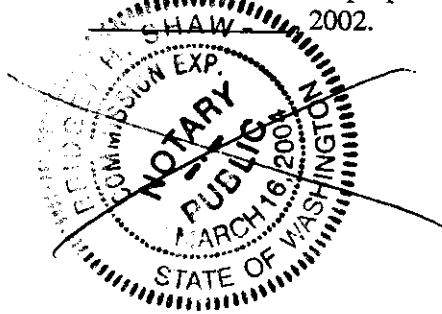
By: DAVID ZULUAGA, Trustee





STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF ( \_\_\_\_\_ )

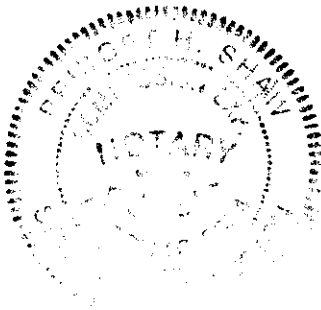
I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the authorized representative of RLF Columbia Land Holdings, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.



\_\_\_\_\_  
Typed/Printed Name \_\_\_\_\_  
NOTARY PUBLIC, State of Colorado  
Residing in \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Chelan )

I certify that I know or have satisfactory evidence that Greg Peterson 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 authorized representative of Petersen Hildahl, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated this 2 day of August, 2002.

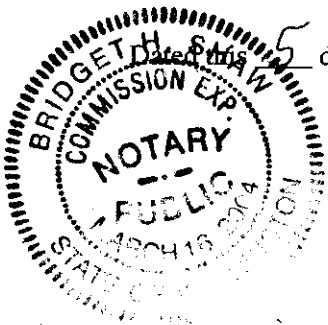


Bridget H. Shaw  
Typed/Printed Name Bridget H. Shaw  
NOTARY PUBLIC, State of WASHINGTON  
Residing in Wenatchee  
My appointment expires 3-16-2004



STATE OF WASHINGTON  
COUNTY OF Chelan ) SS

I certify that I know or have satisfactory evidence that Linda H. Piro is the person who appeared before me and said person acknowledged that she signed this instrument, on oath acknowledged the instrument to be her free and voluntary act for the uses and purposes mentioned in the instrument.



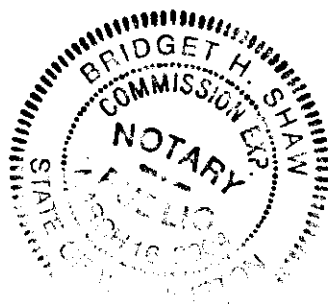
Dated this 5 day of August, 2002.

Bridget H Shaw  
Typed/Printed Name Bridget H Shaw  
NOTARY PUBLIC, State of WASHINGTON  
Residing in Wenatchee  
My appointment expires 3-16-2004

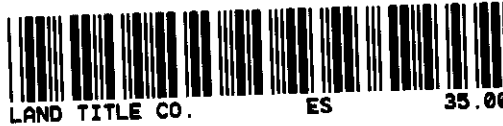
STATE OF Washington  
COUNTY OF Chelan ) SS

I certify that I know or have satisfactory evidence that Dave Zuluaga is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the trustee of the Zuluaga Charitble Unitrust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6 day of August, 2002.



Bridget H Shaw  
Typed/Printed Name Bridget H Shaw  
NOTARY PUBLIC, State of WASH  
Residing in Wenatchee  
My Commission Expires: 3-16-2004



**EXHIBIT A TO THE  
EASEMENT AND ROAD MAINTENANCE AGREEMENT  
PARCEL A**

**PARCEL A:**

GOVERNMENT LOTS 6, 7 AND 8 SECTION 9, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON.

**PARCEL B:**

GOVERNMENT LOTS 5 AND 6 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 27 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON.

**PARCEL C:**

THAT PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: A STRIP 398 FEET IN WIDTH BEING 199 FEET ON EACH SIDE OF LINE BEGINNING ON NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1272.5 FEET, MORE OR LESS, EAST OF THE NORTHWEST CORNER OF SAID SECTION 15 IN BOTTOM OF A LARGE DRAW OR CANYON; THENCE IN SOUTHEASTERLY DIRECTION UP THE BOTTOM OF SAID CANYON 1719 FEET, MORE OR LESS, TO A POINT IN BOTTOM OF SAID CANYON ON EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 1,000 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER,

ALSO ALL THAT PART OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, WHICH LIES NORTH OF STRIP OF LAND 398' IN WIDTH HEREIN ABOVE DESCRIBED.

**PARCEL D:**

GOVERNMENT LOTS 1, 3, 4 AND 5 AND THE EAST HALF OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON,

EXCEPT THAT PORTION OF THE SOUTHWEST ONE FOURTH OF SECTION 16, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE ESTABLISHED COUNTY ROAD WHICH RUNS



THROUGH SAID SOUTHWEST ONE FOURTH OF SAID SECTION 16, WHICH SAID POINT IS TWELVE HUNDRED (1200) FEET DUE NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTHERLY ALONG THE SOUTHERLY LINE OF SAID COUNTY ROAD A DISTANCE OF 680 FEET; THENCE IN A STRAIGHT LINE TO A POINT 600 FEET DUE SOUTH OF THE POINT OF BEGINNING; THENCE IN A STRAIGHT LINE TO SAID POINT OF BEGINNING,

ALSO EXCEPT THAT CERTAIN TRACT OR PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, PARTICULARLY DESCRIBED AND FOLLOWS, TO-WIT:

BEGINNING AT A STONE AT THE QUARTER SECTION CORNER BETWEEN SECTIONS 15 AND 16, SAID TOWNSHIP AND RANGE, AND RUNNING THENCE NORTH ALONG THE SECTION LINE A DISTANCE OF 1356.75 FEET; THENCE SOUTH 86°33' WEST, 193 FEET; THENCE SOUTH 48°38' WEST, 202 FEET; THENCE SOUTH 1652' WEST, 545 FEET; THENCE NORTH 76°45' WEST, 130 FEET; THENCE SOUTH 26°38' WEST, 380 FEET; THENCE SOUTH 47°58' EAST, 60 FEET; THENCE SOUTH 85°53' EAST, 315 FEET; THENCE SOUTH 18°7' EAST, 455 FEET; THENCE NORTH 83°8' EAST, 301.5 FEET TO A POINT ON THE LINE BETWEEN SAID SECTIONS 15 AND 16; THENCE NORTH ALONG SAID SECTION LINE A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING.

**PARCEL E:**

GOVERNMENT LOTS 1, 2 AND 3; SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF GOVERNMENT LOTS 2 AND 3 CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, FOR THE RELOCATION OF COUNTY ROAD NO. 431 BY DEED RECORDED MARCH 28, 1961 IN BOOK 147 OF DEEDS, PAGE 63, UNDER AUDITOR'S FILE NO. 133375.

EXCEPT THAT PORTON OF GOVERNMENT LOTS 2 AND 3, SECTION 21, ALL IN TOWNSHIP 27 NORTH, RANGE 23, EAST OF THE WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 89°25'46" EAST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 182.96 FEET; THENCE NORTH 32°35'57" EAST, 612.07 FEET; THENCE NORTH 81°04'38" EAST, 222.70 FEET; THENCE



NORTH 23°38'12" EAST, 469.27 FEET; THENCE NORTH 01°19'21" EAST, 480.65 FEET; THENCE NORTH 62°07'55" WEST, 289.09 FEET; THENCE NORTH 04°12'30" EAST, 215.30 FEET; THENCE NORTH 68°29'06" WEST, TO THE NORTHWESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARIES OF SAID GOVERNMENT LOTS 2 AND 3 TO THE WEST LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTHERLY ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROAD RIGHT OF WAY AND ALSO EXCEPT THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT INSTRUMENT RECORDED UNDER AUDITOR'S FILE NO. 133375, RECORDS OF DOUGLAS COUNTY.

**LESS AND EXCEPTING THE FOLLOWING:**

ALL THAT PART OF GOVERNMENT LOT 8 OF SECTION 9; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 5 AND 6 OF SECTION 10; PART OF THE EAST HALF OF SECTION 16; AND PART OF THE NORTHWEST QUARTER OF SECTION 15; ALL IN TOWNSHIP 27 NORTH, RANGE 23 EAST, WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 9, 10, 15 AND 16, A BRASS CAPPED MONUMENT, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND ORIGINAL STONE, BEARS NORTH 89°34' 26" EAST, A DISTANCE OF 2687.85 FEET; THENCE NORTH 88°55' 24" WEST, FOR A DISTANCE OF 1249.68 FEET; THENCE NORTH 22°28' 45" EAST, FOR A DISTANCE OF 1470.45 FEET; THENCE NORTH 06°38' 53" WEST, FOR A DISTANCE OF 207.84 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 8, AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTH 06°38' 53" EAST, FOR A DISTANCE OF 207.84 FEET; THENCE SOUTH 22°28' 45" WEST FOR A DISTANCE OF 1470.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE, OF SAID GOVERNMENT LOT 8; THENCE ALONG SAID BOUNDARY LINE SOUTH 88°55' 24" EAST FOR A DISTANCE OF 747.58 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 39°36' 51" WEST FOR A DISTANCE OF 309.07 FEET; THENCE SOUTH 00°00' 00" EAST FOR A DISTANCE OF 296.88 FEET; THENCE SOUTH 19°09' 38" WEST FOR A DISTANCE OF 246.85 FEET; THENCE NORTH 90°00' 00" EAST, FOR A DISTANCE OF 790.65 FEET, TO A POINT ON THE WEST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF SECTION 15; THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 00°47' 47" WEST FOR A DISTANCE OF 758.79 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89°34' 26" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 1059.56 FEET TO A POINT THAT LIES 199.00 FEET SOUTHWESTERLY FROM THE BOTTOM OF A LARGE DRAW OR CANYON; THENCE LEAVING SAID SECTION LINE, SOUTH 25°00' 23" EAST, ALONG A LINE PARALLEL TO, AND 199.00 FEET SOUTHWESTERLY OF THE BOTTOM OF SAID CANYON, FOR A DISTANCE OF 42.01 FEET; THENCE SOUTH



3050969

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08/08/2002 02:06P

LAND TITLE CO.

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35.00

Douglas County

34°05' 38" EAST, FOR A DISTANCE OF 29.08 FEET; THENCE SOUTH 11°34' 19" EAST, FOR A DISTANCE OF 85.71 FEET; THENCE SOUTH 23°11' 09" EAST, FOR A DISTANCE OF 143.16 FEET; THENCE SOUTH 43°20' 01" EAST, FOR A DISTANCE OF 246.08 FEET; THENCE SOUTH 55°42' 43" EAST, FOR A DISTANCE OF 77.42 FEET; THENCE SOUTH 68°07' 46" EAST, FOR A DISTANCE OF 107.70 FEET; THENCE SOUTH 57°16' 29" EAST, FOR A DISTANCE OF 73.39 FEET; THENCE SOUTH 73°13' 49" EAST, FOR A DISTANCE OF 97.67 FEET; THENCE SOUTH 82°44' 40" EAST, FOR A DISTANCE OF 7.51 FEET; THENCE SOUTH 67°44' 50" EAST, FOR A DISTANCE OF 77.64 FEET; THENCE SOUTH 68°20' 49" EAST, FOR A DISTANCE OF 320.74 FEET; THENCE SOUTH 70°30' 36" EAST, FOR A DISTANCE OF 102.82 FEET; THENCE SOUTH 72°04' 56" EAST, FOR A DISTANCE OF 54.97 FEET; THENCE SOUTH 61°45' 51" EAST, FOR A DISTANCE OF 8.75 FEET; THENCE SOUTH 31°15' 44" EAST, FOR A DISTANCE OF 60.93 FEET; THENCE SOUTH 31°26' 32" EAST, FOR A DISTANCE OF 85.92 FEET; THENCE SOUTH 28°08' 18" EAST, FOR A DISTANCE OF 161.60 FEET; THENCE SOUTH 62°04'01" EAST, FOR A DISTANCE OF 76.36 FEET; THENCE SOUTH 31°46' 13" EAST, FOR A DISTANCE OF 141.68 FEET; THENCE SOUTH 83°37' 46" EAST, FOR A DISTANCE OF 196.16 FEET; THENCE SOUTH 59°16' 37" EAST FOR A DISTANCE OF 25.01 FEET, TO A POINT ON THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF SECTION 15; THENCE ALONG SAID EAST BOUNDARY LINE NORTH 00°34' 38" WEST FOR A DISTANCE OF 1283.17 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°34' 26" WEST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 1343.93 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 00°21' 13" WEST, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 1319.89 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6; THENCE NORTH 89°34' 25" EAST, FOR A DISTANCE OF 1341.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00°27' 44" WEST FOR A DISTANCE OF 1680.11 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE NORTH BOUNDARY LINES OF SAID GOVERNMENT LOTS 5, 6 AND 8 TO THE POINT OF BEGINNING, CONTAINING 162.50 ACRES MORE OR LESS.

ALL DISTANCES AND AREAS DESCRIBED ARE GRID VALUES PER NAD 83/91, WASHINGTON STATE COORDINATE SYSTEM, NORTH ZONE. TO OBTAIN GROUND DISTANCES AND AREAS, MULTIPLY BY A FACTOR OF 1.00008197.



**EXHIBIT B TO THE  
EASEMENT AND ROAD MAINTENANCE AGREEMENT  
PARCEL B**

ALL THAT PART OF GOVERNMENT LOT 8 OF SECTION 9; THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND GOVERNMENT LOTS 5 AND 6 OF SECTION 10; PART OF THE EAST HALF OF SECTION 16; AND PART OF THE NORTHWEST QUARTER OF SECTION 15; ALL IN TOWNSHIP 27 NORTH, RANGE 23 EAST, WILLAMETTE MERIDIAN, DOUGLAS COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 9, 10, 15 AND 16, A BRASS CAPPED MONUMENT, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 15, A FOUND ORIGINAL STONE, BEARS NORTH 89°34' 26" EAST, A DISTANCE OF 2687.85 FEET; THENCE NORTH 88°55' 24" WEST, FOR A DISTANCE OF 1249.68 FEET; THENCE NORTH 22°28' 45" EAST, FOR A DISTANCE OF 1470.45 FEET; THENCE NORTH 06°38' 53" WEST, FOR A DISTANCE OF 207.84 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY BOUNDARY OF SAID GOVERNMENT LOT 8, AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY BOUNDARY, SOUTH 06°38' 53" EAST, FOR A DISTANCE OF 207.84 FEET; THENCE SOUTH 22°28' 45" WEST FOR A DISTANCE OF 1470.45 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE, OF SAID GOVERNMENT LOT 8; THENCE ALONG SAID BOUNDARY LINE SOUTH 88°55' 24" EAST FOR A DISTANCE OF 747.58 FEET; THENCE LEAVING SAID BOUNDARY LINE SOUTH 39°36' 51" WEST FOR A DISTANCE OF 309.07 FEET; THENCE SOUTH 00°00' 00" EAST FOR A DISTANCE OF 296.88 FEET; THENCE SOUTH 19°09' 38" WEST FOR A DISTANCE OF 246.85 FEET; THENCE NORTH 90°00' 00" EAST, FOR A DISTANCE OF 790.65 FEET, TO A POINT ON THE WEST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF SECTION 15; THENCE ALONG SAID WEST BOUNDARY LINE, NORTH 00°47' 47" WEST FOR A DISTANCE OF 758.79 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89°34' 26" EAST, ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 1059.56 FEET TO A POINT THAT LIES 199.00 FEET SOUTHWESTERLY FROM THE BOTTOM OF A LARGE DRAW OR CANYON; THENCE LEAVING SAID SECTION LINE, SOUTH 25°00' 23" EAST, ALONG A LINE PARALLEL TO, AND 199.00 FEET SOUTHWESTERLY OF THE BOTTOM OF SAID CANYON, FOR A DISTANCE OF 42.01 FEET; THENCE SOUTH 34°05' 38" EAST, FOR A DISTANCE OF 29.08 FEET; THENCE SOUTH 11°34' 19" EAST, FOR A DISTANCE OF 85.71 FEET; THENCE SOUTH 23°11' 09" EAST, FOR A DISTANCE OF 143.16 FEET; THENCE SOUTH 43°20' 01" EAST, FOR A DISTANCE OF 246.08 FEET; THENCE SOUTH 55°42' 43" EAST, FOR A DISTANCE OF 77.42 FEET; THENCE SOUTH 68°07' 46" EAST, FOR A DISTANCE OF 107.70 FEET; THENCE SOUTH 57°16' 29" EAST, FOR A DISTANCE OF 73.39 FEET; THENCE SOUTH 73°13' 49" EAST, FOR A DISTANCE OF 97.67 FEET; THENCE SOUTH 82°44' 40" EAST, FOR A DISTANCE OF 7.51 FEET; THENCE SOUTH 67°44' 50" EAST, FOR A DISTANCE OF 77.64 FEET; THENCE SOUTH



68°20' 49" EAST, FOR A DISTANCE OF 320.74 FEET; THENCE SOUTH 70°30' 36" EAST, FOR A DISTANCE OF 102.82 FEET; THENCE SOUTH 72°04' 56" EAST, FOR A DISTANCE OF 54.97 FEET; THENCE SOUTH 61°45' 51" EAST, FOR A DISTANCE OF 8.75 FEET; THENCE SOUTH 31°15' 44" EAST, FOR A DISTANCE OF 60.93 FEET; THENCE SOUTH 31°26' 32" EAST, FOR A DISTANCE OF 85.92 FEET; THENCE SOUTH 28°08' 18" EAST, FOR A DISTANCE OF 161.60 FEET; THENCE SOUTH 62°04'01" EAST, FOR A DISTANCE OF 76.36 FEET; THENCE SOUTH 31°46' 13" EAST, FOR A DISTANCE OF 141.68 FEET; THENCE SOUTH 83°37' 46" EAST, FOR A DISTANCE OF 196.16 FEET; THENCE SOUTH 59°16' 37" EAST FOR A DISTANCE OF 25.01 FEET, TO A POINT ON THE EAST BOUNDARY LINE OF SAID NORTHWEST QUARTER OF SECTION 15; THENCE ALONG SAID EAST BOUNDARY LINE NORTH 00°34' 38" WEST FOR A DISTANCE OF 1283.17 FEET TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89°34' 26" WEST ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 15, FOR A DISTANCE OF 1343.93 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10; THENCE NORTH 00°21' 13" WEST, ALONG THE EAST BOUNDARY OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, FOR A DISTANCE OF 1319.89 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 6; THENCE NORTH 89°34' 25" EAST, FOR A DISTANCE OF 1341.42 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 00°27' 44" WEST FOR A DISTANCE OF 1680.11 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTHWESTERLY ALONG THE NORTH BOUNDARY LINES OF SAID GOVERNMENT LOTS 5, 6 AND 8 TO THE POINT OF BEGINNING, CONTAINING 162.50 ACRES MORE OR LESS.

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**EXHIBIT C TO THE  
EASEMENT AND ROAD MAINTENANCE AGREEMENT  
ROAD DESCRIPTION**

A strip of land, 40 feet in width, lying over and across an existing road. Said strip lies within the East half and Government Lots 4 and 5 of Section 16 and Government Lots 1 and 2 of Section 21, Township 27 North, Range 23 East, Willamette Meridian, Douglas County, Washington. The centerline of said 40 foot strip of land, lying 20 feet each side of and coincident to the following described centerline:

Commencing at the northeast corner of said Section 16, a found brass cap monument; thence North  $88^{\circ}55'24''$  West, for a distance of 1249.68 feet; along the North line of said Section 16, to a point on the centerline of the existing road and the True Point of Beginning; thence along said centerline of road South  $22^{\circ}18'20''$  West, for a distance of 4257.72 feet; thence continuing along said road South  $27^{\circ}47'12''$  West, for a distance of 58.42 feet; thence South  $15^{\circ}13'55''$  West, for a distance of 87.16 feet; thence South  $12^{\circ}22'48''$  West, for a distance of 154.39 feet; thence South  $15^{\circ}56'08''$  West, for a distance of 79.04 feet; thence South  $22^{\circ}35'37''$  West, for a distance of 67.15 feet; thence South  $58^{\circ}09'53''$  West, for a distance of 64.27 feet; thence South  $55^{\circ}55'37''$  West, for a distance of 68.90 feet; thence South  $53^{\circ}44'01''$  West, for a distance of 66.27 feet; thence South  $48^{\circ}32'40''$  West for a distance of 621.23 feet; thence South  $38^{\circ}05'46''$  West, for a distance of 148.25 feet; thence South  $20^{\circ}59'45''$  West, for a distance of 369.14 feet to a point on the North line of said Section 21: thence continuing South  $20^{\circ}59'45''$  West, a distance of 1473.96 to a point on the westerly right of line of McNeal Canyon Road and the terminus point of said centerline description.

All distances and areas described are grid values per NAD 83/91, Washington State Coordinate System, North Zone. To obtain ground distances and areas, multiply by a factor of 1.00008410