RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Horenstein Law Group PLLC 500 Broadway, Suite 120 Vancouver, WA 98660 Attn: D. Jean Shaw

AGREEMENT FOR BOUNDARY LINE ADJUSTMENTS AND GRANT OF EASEMENTS

| Grantor: | Bruce D. Towle and Sharon D. Towle; William R. Lovell, Jr., and Dorothy J. Lovell; Gregory R. Hoyt; and City of Camas, Washington |
|--|---|
| Grantee: | Bruce D. Towle and Sharon D. Towle; William R. Lovell, Jr., and Dorothy J. Lovell; Gregory R. Hoyt; and City of Camas, Washington |
| Abbreviated Legal: | Portion of NW ¹ / ₄ Sec. 4 and NE ¹ / ₄ Sec. 5, Township 2 North, Range 4 EWM |
| Assessor's Tax Parcel: Other Reference No.: | 136865.000, 136848.000, 136852.000, and 136645.000 N/A |
| | |

1. <u>Effective Date</u>, 2015.

2. <u>Parties</u>. Bruce D. Towle and Sharon D. Towle, husband and wife ("Towles"); William R. Lovell, Jr., and Dorothy J. Lovell, husband and wife ("Lovells"); Gregory R. Hoyt, an unmarried person ("Hoyt"); and City of Camas, Washington, a municipal corporation ("Camas").

3. <u>Recitals</u>.

3.1 Towles are the owners of the real property located in Clark County, Washington, legally described in <u>Exhibit A</u>, attached hereto and incorporated herein by this reference ("Towles Property").

3.2 Lovells are the owners of the real property located in Clark County, Washington, legally described in <u>Exhibit B</u>, attached hereto and incorporated herein by this reference ("Lovells Property").

3.3 Hoyt is the owner of the real property located in Clark County, Washington, legally described in <u>Exhibit C</u>, attached hereto and incorporated herein by this reference ("Hoyt Property").

3.4 Camas is the owner of the real property located in Clark County, Washington, legally described in <u>Exhibit D</u>, attached hereto and incorporated herein by this reference ("Camas Property").

3.5 The parties to this Agreement for Boundary Line Adjustments and Grant of Easements ("Agreement') desire to adjust and confirm the boundaries of their respective parcels and to grant certain easement rights which shall benefit and burden certain of the parties' properties.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties make the following agreements:

4. <u>Current Boundaries</u>. The parties agree that the legal descriptions attached as <u>Exhibit A</u>, <u>Exhibit B</u>, <u>Exhibit C</u>, and <u>Exhibit D</u> describe the current boundaries of their respective parcels of property.

5. <u>Proposed Adjusted Boundaries</u>. The parties intend and agree by this Agreement to change the current existing legal boundaries of their respective parcels so that those boundaries shall be described as follows:

5.1 The boundary of the Towles Property shall be adjusted to be the property legally described on $\underline{\text{Exhibit E}}$ attached hereto.

5.2 The boundary of the Lovells Property shall be adjusted to be the property legally described on Exhibit F attached hereto.

5.3 The boundary of the Hoyt Property shall be adjusted to be the property legally described on Exhibit G attached hereto.

5.4 The boundary of the Camas Property shall be adjusted to be the property legally described on Exhibit H attached hereto.

6. <u>Agreements</u>.

6.1 The parties, in adopting the new boundaries and legal descriptions for their respective parcels do fully represent and agree that it is their intention to confirm, modify and accept the real property legal descriptions as modified herein.

6.2 The parties will accept among themselves, their assigns, heirs, representatives and successors, the legal descriptions so established by this Agreement as the true legal descriptions of their parcels and will execute this instrument to embody their agreement regarding the new location of such boundary lines and such new legal descriptions.

6.3 The parties further agree to execute any necessary additional documents or deeds in order to fulfill the intentions of this Agreement.

7. <u>Quit Claim and Release</u>. For and in consideration of their respective conveyances to each other, the adequacy of which is hereby acknowledged, and for no other additional consideration, the parties hereby convey and quit claim any and all of their respective interests as follows:

7.1 <u>Towles Conveyances</u>.

(a) Towles hereby convey and quit claim to Lovells any and all interest they may have, if any, in the property described in <u>Exhibit F</u>.

(b) Towles hereby convey and quit claim to Hoyt any and all interest they may have, if any, in the property described in <u>Exhibit G</u>.

(c) Towles hereby convey and quit claim to City of Camas any and all interest they may have, if any, in the property described in <u>Exhibit H</u>.

7.2 <u>Lovell Conveyances</u>.

(a) Lovells hereby convey and quit claim to Towles any and all interest they may have in the property described in <u>Exhibit E</u>.

(b) Lovells here convey and quit claim to Hoyt any and all interest they may have in the property described in <u>Exhibit G</u>.

(c) Lovells hereby convey and quit claim to City of Camas any and all interest they may have in the property described in <u>Exhibit H</u>.

7.3 <u>Hoyt Conveyances</u>.

(a) Hoyt hereby conveys and quit claims to Towles any and all interest he may have in the property described in <u>Exhibit E</u>.

(b) Hoyt hereby conveys and quit claims to Lovells any and all interest he may have in the property described in <u>Exhibit F</u>.

(c) Hoyt hereby conveys and quit claims to City of Camas any and all interest he may have in the property described in <u>Exhibit H</u>.

7.4 <u>City of Camas Conveyances</u>.

(a) City of Camas hereby conveys and quit claims to Towles any and all interest it may have in the property described in <u>Exhibit E</u>.

(b) City of Camas hereby conveys and quit claims to Lovells any and all interest it may have in the property described in $\underline{Exhibit F}$.

(c) City of Camas hereby conveys and quit claims to Hoyt any and all interest it may have in the property described in <u>Exhibit G</u>.

7.5 <u>Property Configurations</u>. <u>Exhibit I</u> attached hereto shows the configuration of the parcels owned by Towles, Lovells, and Hoyt based on the boundaries of their respective parcels described in <u>Exhibits E, F, and G</u>.

8. <u>Compliance</u>. This Agreement for adjustment of property boundary lines is made in compliance with Section 58.17.040(6) RCW because this Agreement does not create any additional lot, tract, parcel, site or division.

9. <u>Easements</u>. In order to provide certain ingress, egress, and utilities between and among Towles, Lovells, and Hoyt, those parties hereby grant the others the following described easements:

9.1 <u>Lovells Easement to Towles and Hoyt</u>. Lovells hereby grant and convey to Towles and Hoyt for the benefit of those properties described on <u>Exhibit E</u> and <u>Exhibit G</u> a twenty (20) foot wide non-exclusive easement for ingress, egress and utilities over, under and across that certain parcel of property described on <u>Exhibit J</u> attached hereto and incorporated herein by this reference.

9.2 <u>Towles Easement to Lovells and Hoyt</u>. Towles hereby grant and convey to Lovells and Hoyt for the benefit of those properties described on <u>Exhibit F</u> and <u>Exhibit G</u> a non-exclusive easement for ingress, egress and utilities over, under and across that certain parcel of property described on <u>Exhibit K</u> attached hereto and incorporated herein by this reference.

9.3 <u>Easement Configurations</u>. <u>Exhibit L</u> attached hereto shows the configuration of the easements granted to <u>Sections 9.1 through 9.3</u> above.

10. <u>Nature and Effect of Easements</u>. Each of the easements described in <u>Section 9</u> above: (i) creates an equitable servitude upon the properties described in <u>Exhibits J and K</u> in favor of the properties which are stated to benefit from such easements, (ii) constitutes a covenant running with the land, and (iii) shall bind every person or entity having any fee, leasehold or other interest in any portion of the described properties at any time or from time to time, to the extent that such portion is affected or bound by the easement in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

11. <u>Conditions Relating to the Camas Property</u>. The Camas Property is a watershed property, and the City has the right to manage the resource for public consumption. The Towle, Lovell, and Hoyt Properties are located adjacent to and have drainage ways that flow into the Camas Property. In order to protect the resource, the Towles, Lovells, and Hoyts, and their successors in title, shall only use mechanical methods, with no pesticide or herbicide use, for removal of underbrush and other vegetation associated with logging or ground clearing activities on their respective properties. *De minimis* use of pesticides or herbicides for use in the immediate area around the houses is allowed. In addition, within 30 days after any logging operations, or within such time frame as may be otherwise agreed to by the City, the fence along the common line

between Towle, Lovell, and Hoyt Properties, with the Camas Property, will be replaced to a minimum standard of the 3-strand wire fence with T posts on 20-foot centers. "No Trespassing" signs noting the Camas Property as a Watershed will be provided by the City of Camas and installed by the respective owners.

12. <u>General Provisions</u>.

12.1 <u>Entire Agreement</u>. This Agreement (including Exhibits attached) constitutes the entire agreement and understanding between the parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

12.2 <u>Headings</u>. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

12.3 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

12.4 <u>Severability</u>. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

12.5 <u>Waiver</u>. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

12.6 <u>Successors and Assigns</u>. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns, except as otherwise provided herein.

12.7 <u>Recording</u>. A fully executed counterpart of this Agreement shall be recorded in the Office of the Auditor of Clark County, Washington.

12.8 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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Signatures on following page

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date stated above.

Bruce D. Towle

Sharon D. Towle

William R. Lovell, Jr.

Dorothy J. Lovell

Gregory R. Hoyt

CITY OF CAMAS, a municipal corporation

| By: | | | |
|--------|--|--|--|
| Name: | | | |
| Title: | | | |

Attest:

| Name: | |
|--------|--|
| Title: | |

Approved as to form:

| By: | |
|----------------------|--|
| Name: | |
| Title: City Attorney | |

| STATE OF WASHINGTON |) | |
|---------------------|------|--|
| | :ss. | |
| County of Clark |) | |

I certify that I know or have satisfactory evidence that Bruce D. Towle 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 the instrument.

DATED this _____ day of ______, 20___.

NOTARY PUBLIC FOR WASHINGTON My Commission Expires:

STATE OF WASHINGTON) : ss. County of Clark)

I certify that I know or have satisfactory evidence that Sharon D. Towle 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 the instrument.

DATED this _____ day of ______, 20__.

NOTARY PUBLIC FOR WASHINGTON My Commission Expires:

STATE OF WASHINGTON) : ss. County of Clark)

I certify that I know or have satisfactory evidence that William R. Lovell, Jr., 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 the instrument.

DATED this _____ day of ______, 20__.

| NOTARY PUBLIC FOR WASHINGTON |
|------------------------------|
| My Commission Expires: |

STATE OF WASHINGTON) : ss. County of Clark)

I certify that I know or have satisfactory evidence that Dorothy J. Lovell 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 the instrument.

DATED this _____ day of ______, 20__.

NOTARY PUBLIC FOR WASHINGTON My Commission Expires:

STATE OF WASHINGTON) : ss. County of Clark)

I certify that I know or have satisfactory evidence that Gregory R. Hoyt 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 the instrument.

DATED this _____ day of ______, 20___.

NOTARY PUBLIC FOR WASHINGTON My Commission Expires: _____

STATE OF WASHINGTON) : ss.

County of Clark

I certify that ______ appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument as the ______ of the City of Camas, and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of ______, 20___.

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NOTARY PUBLIC FOR WASHINGTON My Commission Expires: _____

(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

EXHIBIT "A"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Existing Towle Parcel March 10, 2015

The East half of the Northeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington.



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EXHIBIT "B"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Existing Lovell Parcel March 10, 2015

The East half of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian in Clark County, Washington.

EXCEPTING THEREFROM the following described tract:

BEGINNING at the Northeast corner of the East half of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian in Clark County Washington;

THENCE South 420.00 feet;

ING

THENCE West 420.00 feet;

THENCE North 420.00 feet;

THENCE East 420.00 feet to the POINT OF BEGINNING.



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EXHIBIT "C"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Existing Hoyt Parcel March 10, 2015

BEGINNING at the Northeast corner of the Southeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 4 East of the Willamette Meridian, Clark County Washington;

THENCE South 420.00 feet;

THENCE West 420.00 feet;

THENCE North 420.00 feet;

THENCE East 420.00 feet to the POINT OF BEGINNING.



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EXHIBIT "D"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Existing City of Camas Parcel March 10, 2015

Government Lots 1, 2, 3 and 4, being the North half of the North half of Section 4 and the South half of the North half of Section 4, all in Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington.



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EXHIBIT "E"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Revised Towle Parcel March 10, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE North 02°50'53" East a distance of 420.00 feet to a ½" Iron Pipe and the TRUE POINT OF BEGINNING;

THENCE North 03°08'34" East towards or through a ³/₄" Iron Pipe which is 1267.67 feet from said TRUE POINT OF BEGINNING to the North line of said Section 4 or Section 5;

THENCE North 88°35'58" West along the North line of Sections 4 and 5 a distance of 690.10 feet, more or less, to the Northwest corner of the East half of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along the West line of said East half of the East half of the Northeast quarter a distance of 1260.18 feet to a point which bears North 87°59'26" West from the TRUE POINT OF BEGINNING;

THENCE South 87°59'26" East a distance of 260.43 feet, more or less, to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

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THENCE continuing South 87°59'26" East a distance of 420.00 feet to the TRUE POINT OF BEGINNING.



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EXHIBIT "F"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Revised Lovell Parcel April 13, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a $\frac{1}{2}$ " Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE North 87°59'26" West a distance of 220.43 feet, more or less, to the West line of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along said West line a distance of 1304.40 feet, more or less, to the Southwest corner of said East half of the East half of the Northeast quarter;

THENCE South 88°50'04" East along the South line of said Northeast quarter a distance of 677.54 feet, more or less, to the TRUE POINT OF BEGINNING.

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EXHIBIT "G"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Revised Hoyt Parcel April 13, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE continuing North 02°50'53" East a distance of 36.52 feet and the TRUE POINT OF BEGINNING;

THENCE North 87°59'26" West a distance of 460.00 feet;

THENCE North 02°50'53" East a distance of 383.48 feet to point which bears North 87°59'26" West 40.00 feet, more or less, from a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE South 87°59'26" East a distance of 40.00 feet to said 1/2" Iron Rod;

THENCE continuing South 87°59'26" East a distance of 420.00 feet to a ¹/₂" Iron Pipe;

THENCE South 02°50'53" West a distance of 383.48 feet to the TRUE POINT OF BEGINNING.

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EXHIBIT "H"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Revised City of Camas Parcel March 10, 2015

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a $\frac{1}{2}$ " Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686";

THENCE North 02°50'53" East a distance of 420.00 feet to a 1/2" Iron Pipe;

THENCE North 03°08'34" East towards or through a ³/₄" Iron Pipe which is 1267.67 feet from said ¹/₂" Iron Pipe to the North line of said Section 4 or Section 5;

THENCE East along the North lines of said Sections 4 and 5 a distance of 5280 feet, more or less, to the Northeast corner of said Section 4;

THENCE South along the East line of the Northeast quarter of said Section 4 a distance of 2640 feet, more or less, to the Southeast corner of the Northeast quarter of said Section 4;

THENCE West along the South line of the Northeast and Northwest quarters of said Section 4 a distance of 5280 feet, more or less, to the TRUE POINT OF BEGINNING.



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EXHIBIT "J"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Easement Lovell to Hoyt & Towle April 14, 2015

A 20.00 foot wide nonexclusive easement for ingress, egress and utilities over, under and across a parcel of property in the North half of Section 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington being the North 20.00 feet, as measured perpendicular to the most Northerly North line of the following described property:

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 874.46 feet to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a $\frac{1}{2}$ " Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE North 87°59'26" West a distance of 220.43 feet, more or less, to the West line of the East half of the East half of the Northeast quarter of said Section 5;

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THENCE South 02°42'42" West along said West line a distance of 1304.40 feet, more or less, to the Southwest corner of said East half of the East half of the Northeast quarter;

THENCE South 88°50'04" East along the South line of said Northeast quarter a distance of 677.54 feet, more or less, to the TRUE POINT OF BEGINNING.



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EXHIBIT "K"

LEGAL DESCRIPTION FOR TOWLE-LOVELL Easement Towle to Lovell and Hoyt April 13, 2015

A nonexclusive easement for ingress, egress and utilities over, under and across a parcel of property in the Northeast quarter of Section 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington being described as follows:

A parcel of property in the North half of Sections 4 and 5 of Township 2 North, Range 4 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of said Section 5;

THENCE North 03°00'20" East along the East line of the Southeast quarter of said Section 5 a distance of 2668.10 feet to the Southeast corner of the Northeast quarter of said Section 5;

THENCE North 02°50'53" East a distance of 874.46 feet to a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686;

THENCE continuing North 02°50'53" East a distance of 36.52 feet;

THENCE North 87°59'26" West a distance of 460.00;

THENCE North 02°50'53" East a distance of 383.48 feet to a point which bears North 87°59'26" West 40.00 feet, more or less, from a ¹/₂" Iron Rod with yellow plastic cap marked "Olson Eng PLS 17686 and the TRUE POINT OF BEGINNING;

THENCE North 02°50'53" East a distance of 20.00 feet;

THENCE North 87°59'26" West a distance of 55.32 feet;

THENCE South 80°41'58" West a distance of 35.69 feet;

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THENCE North 87°59'26" West a distance of 40.00 feet;

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THENCE North 74°51'24" West a distance of 30.81 feet;

THENCE North 87°59'26" West a distance of 60.16 feet, more or less, to the West line of the East half of the East half of the Northeast quarter of said Section 5;

THENCE South 02°42'42" West along said West line a distance of 20.00 feet more or less to a point which bears North 87°59'26" West from the TRUE POINT OF BEGINNING;

THENCE South 87°59'26" East a distance of 220.43 feet, more or less, to the TRUE POINT OF BEGINNING.



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