

AFTER RECORDING MAIL TO:

Chilton Inc  
1760 Down River Drive  
Woodland, WA 98674

**3760441**  
10/31/2024 03:23:59 PM Pages: 19  
Agreement CHILTON INC 321.50  
Cowlitz County Washington



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Grantor: JCP LLC, SALTY J LLC, and CHILTON INC

Grantee: JCP LLC, SALTY J LLC, and CHILTON INC

Assessor's Property Tax Parcel Account Number(s): WF0620103, WF0620004, and WF062014

Abbreviated Legal: 513 (SILVER LAKE AC) T-3, 4,4A,40A, 4B

Full Legal Description: See Attached Exhibit "A"

## DECLARATION OF PRIVATE ROAD MAINTENANCE AGREEMENT

### 1. PRELIMINARY MATTERS.

- 1.1 Declarant. The undersigned (hereinafter "Declarant") is (are) the owner(s) of certain real property described in paragraph 1.2 below. Declarant hereby declares that the real property legally described below shall be held, transferred, sold, and conveyed subject to the covenants, conditions, restrictions, reservations, easements and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration.
- 1.2 Property Subject to Covenants. All of the property which is legally described as Lots A, B, and C within that certain Boundary Line Adjustment recorded under Auditor's File No. 3738705, records of Cowlitz County, Washington is subject to the Covenants contained in this Declaration.
- 1.3 Intent and Term of the Covenants. The Covenants contained in this Declaration are for the benefit of all the property subject to the Covenants and for the benefit of each and every separate parcel or subdivision of that property. These Covenants shall inure to the benefit, shall burden, and shall pass with the property and each and every parcel thereof, and shall apply to and bind the owners of the property subject to these Covenants, their legal representatives, heirs, successors and assigns in perpetuity.

### 2. AMENDMENT. ENFORCEMENT.

- 2.1 Amendments. The Covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, or until such time that the roadway is dedicated to and accepted by Cowlitz County, whichever occurs sooner. This Declaration may be amended by an instrument signed by not less than seventy percent (70%) of the total lot owners. Any amendment must be recorded before it becomes valid.

**2.2 Enforcement.** The Declarant and/or any owner(s) of property subject to this Declaration, including property made subject to this Declaration after the date hereof, shall be entitled to bring any suit or action to enforce these Covenants. In any such suit or action instituted by the Declarant or any owner(s) to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation, and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the parties instituting such suit or action shall be entitled to recover attorney fees in such suit or action, in addition to statutory costs and disbursements. The failure on the part of any of the lot owners affected by these Covenants at any time to enforce any of the provisions hereof shall in no event be deemed a waiver thereof, nor of any existing violation thereof; nor shall the invalidation of any said reservations, conditions, agreements, covenants and restrictions by Judgment or court order affect any of the other provisions hereof, which shall remain in full force and effect.

### **3. AGREEMENT REGARDING MAINTENANCE OF ROADS AND DRIVEWAYS.**

**3.1. Maintenance of the Roadway.** The parties hereby agree that the private roadway serving the properties described herein shall be maintained in perpetuity. The surface of the roadway shall be maintained so as to allow free and reasonable passage of such RESIDENTIAL vehicular traffic as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property served and/or affected thereby.

**3.2. Cost of Maintenance of Roadway.** The costs of maintaining the roadway (including future improvements, construction, maintenance and repair costs) shall be borne by the owners of the parcels described herein, with the allocation of such costs determined by the following formula:

The owners of Lot A, and any subsequent boundary line adjustment or subdivision thereof, shall each pay an equal share totaling 33.33% of the total costs of maintenance of the private road which runs south from Spirit Lake Highway to its terminus at the hammerhead turnaround located at the north line of Lot C

The owners of Lot B, and any subsequent boundary line adjustment or subdivision thereof, shall each pay an equal share totaling 33.33% of the total costs of maintenance of the private road which runs south from Spirit Lake Highway to its terminus at the hammerhead turnaround located at the north line of Lot C.

The owners of Lot C, and any subsequent boundary line adjustment or subdivision thereof, shall pay an equal share totaling 33.33% of the total costs of maintenance of the private road which runs south from Spirit Lake Highway to its terminus at the hammerhead turnaround located at the north line of Lot C.

**3.3. Construction and Maintenance of Driveways.** The owners of all lots subject to this road maintenance agreement shall be responsible for all costs of construction and maintenance of their individual driveways which serve only their lot(s). Where a shared driveway serves two or more lots, the owners of those respective lots shall share equally all such costs of construction and maintenance to the point where the driveway serves only one lot, at which point it becomes an individual driveway for construction and maintenance purposes.

**3.4. Procedure for Maintenance.** Decisions as to any work to be performed on the above-described roadway(s) serving the properties shall be by majority vote, based upon total number of parties responsible for paying for the improvement or maintenance these amenities, whether said parties' ownership is held in fee simple or as purchaser under a Real Estate Contract. The owners of all properties served by said amenities shall meet in person on the 1st day of June

each year (or an alternate date within 30 days before or after June 1 agreed-upon by a majority of the ownership eligible to vote) for the purpose of determining what repairs or maintenance are necessary to be made on the amenities. The meeting shall result in a written agreement regarding individual assessments, to be signed by all parties in attendance. Failure to attend the meeting, or to sign the resulting written agreement, shall not excuse any failure to pay any assessment. Any individual assessment for road maintenance, construction and improvements shall be due within 30 days from the date set by the majority of the ownership eligible to vote and if said assessments remain unpaid after 30 days from said date, the remaining owners eligible to vote shall be entitled to bring an action for collection of said assessment. The prevailing party in any such action shall, in addition to other remedies granted by the Court, be entitled to recover its costs and a reasonable attorneys' fee to be set by the Court.

- 3.5. Extraordinary Use or Damage. Any party that damages the roadway or shared driveways serving the properties shall solely be responsible for any such damages, other than the normal wear and tear. All such damage is to be repaired within 30 days after such occurrence. Under no circumstances are agricultural equipment of any kind to be driven down the private road identified herein.
- 3.6. Covenants Running with Land; Priority of Lien. The covenants, promises and agreements set forth herein shall constitute covenants running with the land. Any sale or encumbrance of any of the lots hereinabove described shall be subject to this agreement; provided, however, that the lien or claim of any assessment created hereby shall be subordinated to the rights of any future Real Estate Contract seller or mortgagee so long as said assessments were current at the time the interest of the mortgagee or Contract seller attaches to said property. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

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Dated: 10-30, 2024.

Mary Lee  
JCP LLC, for Lot "A"

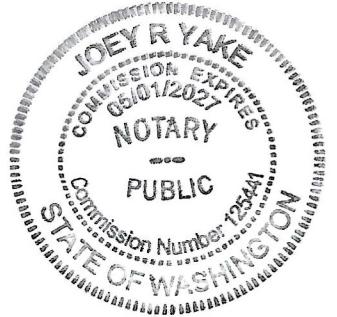
Mindy Patee, Governor  
NAME AND TITLE

STATE OF WASHINGTON } SS  
COUNTY OF COWLITZ

I certify that I know or have satisfactory evidence that Mindy Patee is the person who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it as the Governor of JCP LLC to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/30, 2024.

Jenn  
Notary Public in and for the State of Washington  
Residing at Woodland, WA  
My appointment expires: 5/1/2027



Dated: 10 - 29, 2024.

Madeline Hendrickson

SALTY J LLC, for Lot "B"

Madeline Hendrickson, Governor

NAME AND TITLE

STATE OF WASHINGTON } SS  
COUNTY OF COWLITZ

I certify that I know or have satisfactory evidence that Madeline Hendrickson is the person who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it as the Governor of Salty J LLC to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10 / 29, 2024.

Ben

Notary Public in and for the State of Washington  
Residing at WOODLAND, WA  
My appointment expires: 5/1/2027



Dated: 10/30, 2024.

C. W. Chilton, pres.  
CHILTON INC, for Lot "C"

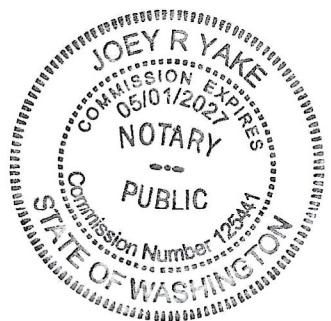
Craig W. Chilton, pres.  
NAME AND TITLE

STATE OF WASHINGTON } SS  
COUNTY OF COWLITZ

I certify that I know or have satisfactory evidence that Craig Ch. Itton is the person who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it as the pres of Ch. Itton Inc. to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/30/2024, 2024.

Brian  
Notary Public in and for the State of Washington  
Residing at Woodland, WA  
My appointment expires: 5/1/2027



# EXHIBIT "A"

## LEGAL DESCRIPTIONS FOR DECLARATION OF PRIVATE ROAD MAINTENANCE AGREEMENT

July 25, 2023

### LOT "A", BOUNDARY LINE ADJUSTED PORTION OF WF0620004 AND WF0620045 (12.84 ACRES):

A portion of Government Lot 5 in the Northwest quarter of Section 6, Township 9 North, Range 1 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North 00° 04' 11" West, along the West line of the Northwest quarter of Section 6, for a distance of 343.00 feet to the True Point of Beginning;

Thence continuing North 00° 04' 11" West, 984.83 feet to the Northwest corner of Government Lot 5;

Thence leaving said West line, North 89° 47' 13" East, along the North line of said Government Lot 5, for a distance of 378.00 feet;

Thence leaving said North line, South 51° 23' 00" East, 509.98 feet;

Thence South 57° 55' 00" West, 75.09 feet;

Thence along the arc of a 65.00 foot radius curve to the right, through a central angle of 42° 10' 00", for an arc distance of 47.84 feet;

Thence North 79° 55' 00" West, 89.50 feet;

Thence along the arc of a 75.30 foot radius curve to the left, through a central angle of 77° 06' 00", for an arc distance of 101.33 feet;

Legal Description for Chilton, Inc.

**LOT "A", BOUNDARY LINE ADJUSTED PORTION OF WF0620004 AND  
WF0620045 (12.84 ACRES)**

July 25, 2023

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Thence South  $22^{\circ} 59' 00''$  West, 113.40 feet;

Thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $66^{\circ} 39' 00''$ , for an arc distance of 116.33 feet;

Thence South  $43^{\circ} 40' 00''$  East, 100.00 feet;

Thence along the arc of a 950.00 foot radius curve to the right, through a central angle of  $20^{\circ} 01' 14''$ , for an arc distance of 331.95 feet;

Thence South  $63^{\circ} 12' 00''$  West, 30.05 feet;

Thence South  $88^{\circ} 37' 00''$  West, 696.03 feet to the True Point of Beginning.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

TOGETHER WITH and SUBJECT TO a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North  $00^{\circ} 04' 11''$  West, along the West line of the Northwest quarter of Section 6, for a distance of 1327.83 feet to the Northwest corner of Government Lot 5;

Thence leaving said West line, North  $89^{\circ} 47' 13''$  East, along the North line of said Government Lot 5, for a distance of 1075.63 feet to a point on the Southwest right of way line of State Route 504;

Thence along said Southwest right of way line along the arc of a 2860.00 foot radius curve to the left, (the radial bearing of which is North  $58^{\circ} 42' 14''$  East) through a central angle of  $00^{\circ} 42' 16''$ , for an arc distance of 35.16 feet to the True Point of Beginning of the easement centerline to be described;

Thence South  $89^{\circ} 47' 13''$  West, 103.71 feet;

Thence South  $30^{\circ} 38' 00''$  West, 197.99 feet;

Legal Description for Chilton, Inc.

**LOT "A", BOUNDARY LINE ADJUSTED PORTION OF WF0620004 AND  
WF0620045 (12.84 ACRES)**

July 25, 2023

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Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of  $17^{\circ} 38' 00''$ , for an arc distance of 46.16 feet;

Thence along the arc of a 70.00 foot radius curve to the right, through a central angle of  $58^{\circ} 00' 00''$ , for an arc distance of 70.86 feet;

Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of  $13^{\circ} 05' 00''$ , for an arc distance of 34.25 feet;

Thence South  $57^{\circ} 55' 00''$  West, 33.72 feet to a point hereinafter referred to as "Point A";

Thence continuing South  $57^{\circ} 55' 00''$  West, 64.58 feet;

Thence along the arc of a 65.00 foot radius curve to the right, through a central angle of  $42^{\circ} 10' 00''$ , for an arc distance of 47.84 feet;

Thence North  $79^{\circ} 55' 00''$  West, 89.50 feet;

Thence along the arc of a 75.30 foot radius curve to the left, through a central angle of  $77^{\circ} 06' 00''$ , for an arc distance of 101.33 feet;

Thence South  $22^{\circ} 59' 00''$  West, 113.40 feet;

Thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $66^{\circ} 39' 00''$ , for an arc distance of 116.33 feet;

Thence South  $43^{\circ} 40' 00''$  East, 100.00 feet;

Thence along the arc of a 950.00 foot radius curve to the right, through a central angle of  $20^{\circ} 01' 14''$ , for an arc distance of 331.95 feet to a point hereinafter referred to as "Point B" and the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to originate on the Southwest right of way line of State Route 504 and to terminate on a bearing of North  $63^{\circ} 12' 00''$  East and South  $63^{\circ} 12' 00''$  West from the above described terminus point).

Legal Description for Chilton, Inc.

**LOT "A", BOUNDARY LINE ADJUSTED PORTION OF WF0620004 AND  
WF0620045 (12.84 ACRES)**

July 25, 2023

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ALSO TOGETHER WITH and SUBJECT TO a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at "Point A" described above, Thence North  $32^{\circ} 05' 00''$  West, 75.00 feet to the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to terminate on a bearing of North  $57^{\circ} 55' 00''$  East and South  $57^{\circ} 55' 00''$  West from the above described terminus point).

ALSO TOGETHER WITH and SUBJECT TO an easement for ingress, egress and utilities, described as follows:

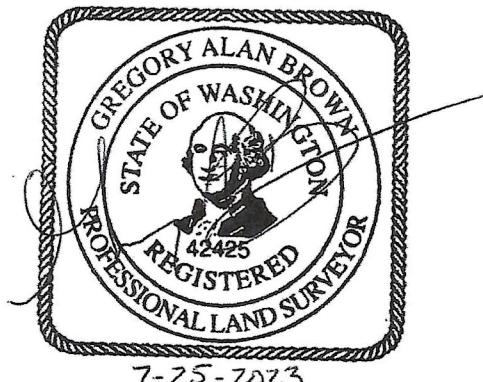
Beginning at "Point B" described above, Thence South  $63^{\circ} 12' 00''$  West, 30.05 feet to the True Point of Beginning of the easement to be described;

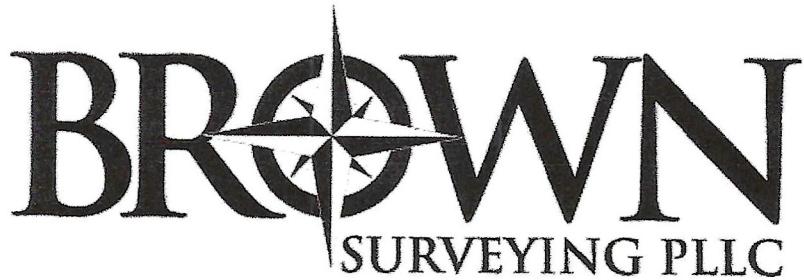
Thence South  $88^{\circ} 37' 00''$  West, 86.98 feet;

Thence North  $01^{\circ} 23' 00''$  West, 60.00 feet;

Thence North  $88^{\circ} 37' 00''$  East, 60.00 feet;

Thence along the arc of a 920.00 foot radius curve to the right, (the radial bearing of which is South  $62^{\circ} 21' 32''$  West) through a central angle of  $04^{\circ} 05' 52''$ , for an arc distance of 65.80 feet to the True Point of Beginning.





July 25, 2023

**LEGAL DESCRIPTION  
FOR  
CHILTON INC.**

**LOT "B", BOUNDARY LINE ADJUSTED PORTION OF WF0620004,  
WF0620045 AND WF0610008 (12.88 ACRES):**

A portion of Government Lot 5 and the Southeast quarter of the Northwest quarter of Section 6, Township 9 North, Range 1 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North  $89^{\circ} 32' 12''$  East, along the South line of the Northwest quarter of Section 6, for a distance of 1175.83 feet to a 1-1/2 inch iron pipe (Survey 42-143) marking the Southeast corner of Government Lot 5;

Thence North  $00^{\circ} 11' 00''$  East, along the East line of said Government Lot 5, for a distance of 558.00 feet to the True Point of Beginning;

Thence continuing North  $00^{\circ} 11' 00''$  East, along the East line of said Government Lot 5, for a distance of 380.91 feet to the Northwest corner of the "Shampine tract" as described under Cowlitz County Auditor's File No. 3647517;

Thence leaving said East line, North  $50^{\circ} 24' 01''$  East, 134.12 feet to a point on the Southwest right of way line of State Route 504, said point being the most northerly corner of said "Shampine tract";

Thence along said Southwest right of way line along the arc of a 2860.00 foot radius curve to the right, (the radial bearing of which is North  $51^{\circ} 25' 06''$  East) through a central angle of  $07^{\circ} 17' 08''$ , for an arc distance of 363.67 feet to a point on the North line of said Government Lot 5;

Thence along said North line, South  $89^{\circ} 47' 13''$  West, 697.63 feet;

Legal Description for Chilton, Inc.

**LOT "B", BOUNDARY LINE ADJUSTED PORTION OF WF0620004,  
WF0620045 AND WF0610008 (12.88 ACRES)**

July 25, 2023

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Thence leaving said North line, South  $51^{\circ} 23' 00''$  East, 509.98 feet;

Thence South  $57^{\circ} 55' 00''$  West, 75.09 feet;

Thence along the arc of a 65.00 foot radius curve to the right, through a central angle of  $42^{\circ} 10' 00''$ , for an arc distance of 47.84 feet;

Thence North  $79^{\circ} 55' 00''$  West, 89.50 feet;

Thence along the arc of a 75.30 foot radius curve to the left, through a central angle of  $77^{\circ} 06' 00''$ , for an arc distance of 101.33 feet;

Thence South  $22^{\circ} 59' 00''$  West, 113.40 feet;

Thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $66^{\circ} 39' 00''$ , for an arc distance of 116.33 feet;

Thence South  $43^{\circ} 40' 00''$  East, 100.00 feet;

Thence along the arc of a 950.00 foot radius curve to the right, through a central angle of  $20^{\circ} 01' 14''$ , for an arc distance of 331.95 feet;

Thence North  $63^{\circ} 12' 00''$  East, 11.36 feet;

Thence South  $27^{\circ} 52' 00''$  East, 36.00 feet;

Thence South  $18^{\circ} 18' 54''$  East, 40.87 feet;

Thence North  $58^{\circ} 00' 00''$  East, 490.00 feet to the True Point of Beginning;

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

Legal Description for Chilton, Inc.

**LOT "B", BOUNDARY LINE ADJUSTED PORTION OF WF0620004,  
WF0620045 AND WF0610008 (12.88 ACRES)**

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TOGETHER WITH and SUBJECT TO a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North  $00^{\circ} 04' 11''$  West, along the West line of the Northwest quarter of Section 6, for a distance of 1327.83 feet to the Northwest corner of Government Lot 5;

Thence leaving said West line, North  $89^{\circ} 47' 13''$  East, along the North line of said Government Lot 5, for a distance of 1075.63 feet to a point on the Southwest right of way line of State Route 504;

Thence along said Southwest right of way line along the arc of a 2860.00 foot radius curve to the left, (the radial bearing of which is North  $58^{\circ} 42' 14''$  East) through a central angle of  $00^{\circ} 42' 16''$ , for an arc distance of 35.16 feet to the True Point of Beginning of the easement centerline to be described;

Thence South  $89^{\circ} 47' 13''$  West, 103.71 feet;

Thence South  $30^{\circ} 38' 00''$  West, 197.99 feet;

Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of  $17^{\circ} 38' 00''$ , for an arc distance of 46.16 feet;

Thence along the arc of a 70.00 foot radius curve to the right, through a central angle of  $58^{\circ} 00' 00''$ , for an arc distance of 70.86 feet;

Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of  $13^{\circ} 05' 00''$ , for an arc distance of 34.25 feet;

Thence South  $57^{\circ} 55' 00''$  West, 33.72 feet to a point hereinafter referred to as "Point A";

Thence continuing South  $57^{\circ} 55' 00''$  West, 64.58 feet;

Thence along the arc of a 65.00 foot radius curve to the right, through a central angle of  $42^{\circ} 10' 00''$ , for an arc distance of 47.84 feet;

Legal Description for Chilton, Inc.

**LOT "B", BOUNDARY LINE ADJUSTED PORTION OF WF0620004,  
WF0620045 AND WF0610008 (12.88 ACRES)**

July 25, 2023

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Thence North  $79^{\circ} 55' 00''$  West, 89.50 feet;

Thence along the arc of a 75.30 foot radius curve to the left, through a central angle of  $77^{\circ} 06' 00''$ , for an arc distance of 101.33 feet;

Thence South  $22^{\circ} 59' 00''$  West, 113.40 feet;

Thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $66^{\circ} 39' 00''$ , for an arc distance of 116.33 feet;

Thence South  $43^{\circ} 40' 00''$  East, 100.00 feet;

Thence along the arc of a 950.00 foot radius curve to the right, through a central angle of  $20^{\circ} 01' 14''$ , for an arc distance of 331.95 feet to a point hereinafter referred to as "Point B" and the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to originate on the Southwest right of way line of State Route 504 and to terminate on a bearing of North  $63^{\circ} 12' 00''$  East and South  $63^{\circ} 12' 00''$  West from the above described terminus point).

ALSO TOGETHER WITH and SUBJECT TO a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at "Point A" described above, Thence North  $32^{\circ} 05' 00''$  West, 75.00 feet to the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to terminate on a bearing of North  $57^{\circ} 55' 00''$  East and South  $57^{\circ} 55' 00''$  West from the above described terminus point).

ALSO TOGETHER WITH and SUBJECT TO an easement for ingress, egress and utilities, described as follows:

Beginning at "Point B" described above, Thence South  $63^{\circ} 12' 00''$  West, 30.05 feet to the True Point of Beginning of the easement to be described;

Thence South  $88^{\circ} 37' 00''$  West, 86.98 feet;

Legal Description for Chilton, Inc.

**LOT "B", BOUNDARY LINE ADJUSTED PORTION OF WF0620004,  
WF0620045 AND WF0610008 (12.88 ACRES)**

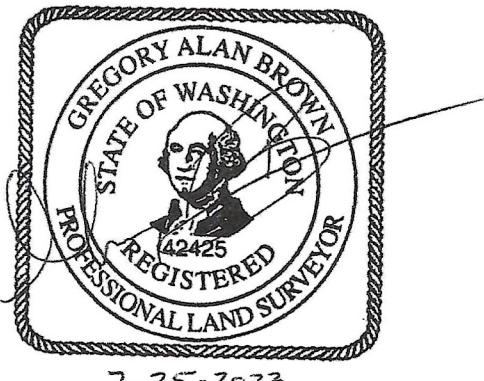
July 25, 2023

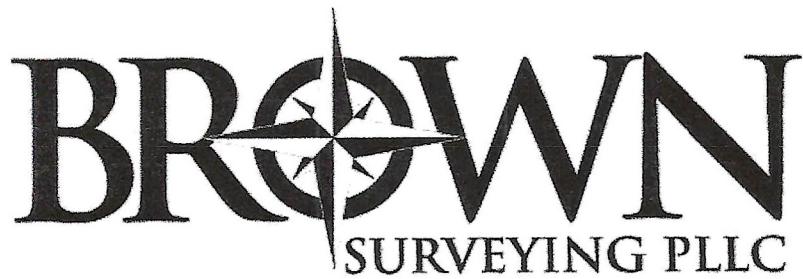
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Thence North 01° 23' 00" West, 60.00 feet;

Thence North 88° 37' 00" East, 60.00 feet;

Thence along the arc of a 920.00 foot radius curve to the right, (the radial bearing of which is South 62° 21' 32" West) through a central angle of 04° 05' 52", for an arc distance of 65.80 feet to the True Point of Beginning.





July 25, 2023

**LEGAL DESCRIPTION  
FOR  
CHILTON INC.**

**LOT "C", BOUNDARY LINE ADJUSTED PORTION OF WF0620004  
(10.20 ACRES):**

A portion of Government Lot 5 in the Northwest quarter of Section 6, Township 9 North, Range 1 West, Willamette Meridian, Cowlitz County, Washington, described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North  $89^{\circ} 32' 12''$  East, along the South line of the Northwest quarter of Section 6, for a distance of 1175.83 feet to a 1-1/2 inch iron pipe (Survey 42-143) marking the Southeast corner of Government Lot 5;

Thence North  $00^{\circ} 11' 00''$  East, along the East line of said Government Lot 5, for a distance of 558.00 feet;

Thence leaving said East line, South  $58^{\circ} 00' 00''$  West, 490.00 feet;

Thence North  $18^{\circ} 18' 54''$  West, 40.87 feet;

Thence North  $27^{\circ} 52' 00''$  West, 36.00 feet;

Thence South  $63^{\circ} 12' 00''$  West, 41.40 feet;

Thence South  $88^{\circ} 37' 00''$  West, 696.03 feet to a point on the West line of the Northwest quarter of Section 6;

Legal Description for Chilton, Inc.

**LOT "C", BOUNDARY LINE ADJUSTED PORTION OF WF0620004**  
**(10.20 ACRES)**

July 25, 2023

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Thence South 00° 04' 11" East, 343.00 feet to the Point of Beginning.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

TOGETHER WITH a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at a 3 inch brass cap marking the West quarter corner of Section 6 as shown in Book 42 of Surveys, page 143, Cowlitz County Auditor's Records;

Thence North 00° 04' 11" West, along the West line of the Northwest quarter of Section 6, for a distance of 1327.83 feet to the Northwest corner of Government Lot 5;

Thence leaving said West line, North 89° 47' 13" East, along the North line of said Government Lot 5, for a distance of 1075.63 feet to a point on the Southwest right of way line of State Route 504;

Thence along said Southwest right of way line along the arc of a 2860.00 foot radius curve to the left, (the radial bearing of which is North 58° 42' 14" East) through a central angle of 00° 42' 16", for an arc distance of 35.16 feet to the True Point of Beginning of the easement centerline to be described;

Thence South 89° 47' 13" West, 103.71 feet;

Thence South 30° 38' 00" West, 197.99 feet;

Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of 17° 38' 00", for an arc distance of 46.16 feet;

Thence along the arc of a 70.00 foot radius curve to the right, through a central angle of 58° 00' 00", for an arc distance of 70.86 feet;

Thence along the arc of a 150.00 foot radius curve to the left, through a central angle of 13° 05' 00", for an arc distance of 34.25 feet;

Thence South 57° 55' 00" West, 33.72 feet to a point hereinafter referred to as "Point A";

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Thence continuing South  $57^{\circ} 55' 00''$  West, 64.58 feet;

Thence along the arc of a 65.00 foot radius curve to the right, through a central angle of  $42^{\circ} 10' 00''$ , for an arc distance of 47.84 feet;

Thence North  $79^{\circ} 55' 00''$  West, 89.50 feet;

Thence along the arc of a 75.30 foot radius curve to the left, through a central angle of  $77^{\circ} 06' 00''$ , for an arc distance of 101.33 feet;

Thence South  $22^{\circ} 59' 00''$  West, 113.40 feet;

Thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $66^{\circ} 39' 00''$ , for an arc distance of 116.33 feet;

Thence South  $43^{\circ} 40' 00''$  East, 100.00 feet;

Thence along the arc of a 950.00 foot radius curve to the right, through a central angle of  $20^{\circ} 01' 14''$ , for an arc distance of 331.95 feet to a point hereinafter referred to as "Point B" and the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to originate on the Southwest right of way line of State Route 504 and to terminate on a bearing of North  $63^{\circ} 12' 00''$  East and South  $63^{\circ} 12' 00''$  West from the above described terminus point).

ALSO TOGETHER WITH a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

Beginning at "Point A" described above, Thence North  $32^{\circ} 05' 00''$  West, 75.00 feet to the terminus of said easement centerline. (The sidelines of said 60 foot easement shall be shortened or extended so as to terminate on a bearing of North  $57^{\circ} 55' 00''$  East and South  $57^{\circ} 55' 00''$  West from the above described terminus point).

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ALSO TOGETHER WITH an easement for ingress, egress and utilities, described as follows:

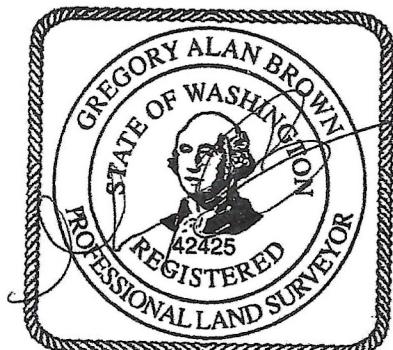
Beginning at "Point B" described above, Thence South  $63^{\circ} 12' 00''$  West, 30.05 feet to the True Point of Beginning of the easement to be described;

Thence South  $88^{\circ} 37' 00''$  West, 86.98 feet;

Thence North  $01^{\circ} 23' 00''$  West, 60.00 feet;

Thence North  $88^{\circ} 37' 00''$  East, 60.00 feet;

Thence along the arc of a 920.00 foot radius curve to the right, (the radial bearing of which is South  $62^{\circ} 21' 32''$  West) through a central angle of  $04^{\circ} 05' 52''$ , for an arc distance of 65.80 feet to the True Point of Beginning.



7-25-2023