



CLARK COUNTY STAFF REPORT

DEPARTMENT: Environmental Services / Legacy Lands

DATE: November 17, 2015

REQUESTED ACTION: Approve the attached Purchase and Transfer Agreement that will authorize the transfer of title to Assessor's Tax Parcels #258467-000 and #258468-000 near La Center from the Columbia Land Trust to Clark County, subject to county recording a conservation easement over portions of the parcels to protect conservation values associated with the East Fork of the Lewis River.

Consent Hearing County Manager

BACKGROUND

The subject tax parcels are two of five parcels created through the Paradise Bluffs II land division that were acquired for conservation purposes in May 1998 using Conservation Futures Fund revenue. County retains title to three parcels including AP #s 258469-000, 258470-000, 258441-000.

The intent of the Paradise Bluff acquisition was to incorporate into the deed of each lot a surveyed and recorded conservation and public access easement over the lower two-thirds of the property in order to protect the natural resource values of the East Fork Lewis River and to allow limited public access from the river. The lots could then be sold with a development envelope on the upper one-third of each lot, those portions abutting or proximate to NW Pacific Highway, to allow construction of one home on each.

The county has demarcated the conservation easement boundary as shown on Record of Survey Book 44, Page 5, attached to this report on the five parcels, but an easement has not yet been recorded. By separate staff report, Environmental Services is requesting authority to record the easement and declare the parcels surplus.

The five parcels and one additional parcel slightly upstream of the subject parcels are scheduled for Auction by Realty Marketing/Northwest in the near future. Auction information states that the parcels will be sold subject to the conservation easement.

The Columbia Land Trust does not object to the county's sale of the parcels, provided the conservation easement is recorded prior to close of sales.

COUNCIL POLICY IMPLICATIONS

The action affirms prior policy. On April 21, 1998, Clark County and the Land Trust executed a Memorandum of Understanding (attached to this staff report) regarding the Property. The county intended to acquire title to the Property, using Conservation Futures Fund revenues, consistent with its plans and goals to provide open space and recreation lands along the East Fork Lewis River. The county desired to defer the acquisition of title in order to maximize its opportunities to obtain grants and other funds. Land Trust was willing to acquire and hold title to the Property on an interim basis and to convey the Property to the county upon request.

The Memorandum of Understanding (MOU) included a sunset date of April 21, 2003. However, county and Land Trust continue to honor the terms of the MOU as if it were extended on a year to

mem of

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: NOV. 17, 2015

SR# SR 216-15

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

Enclosures:

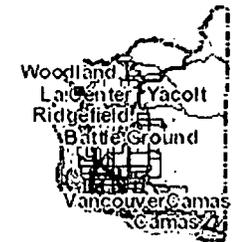
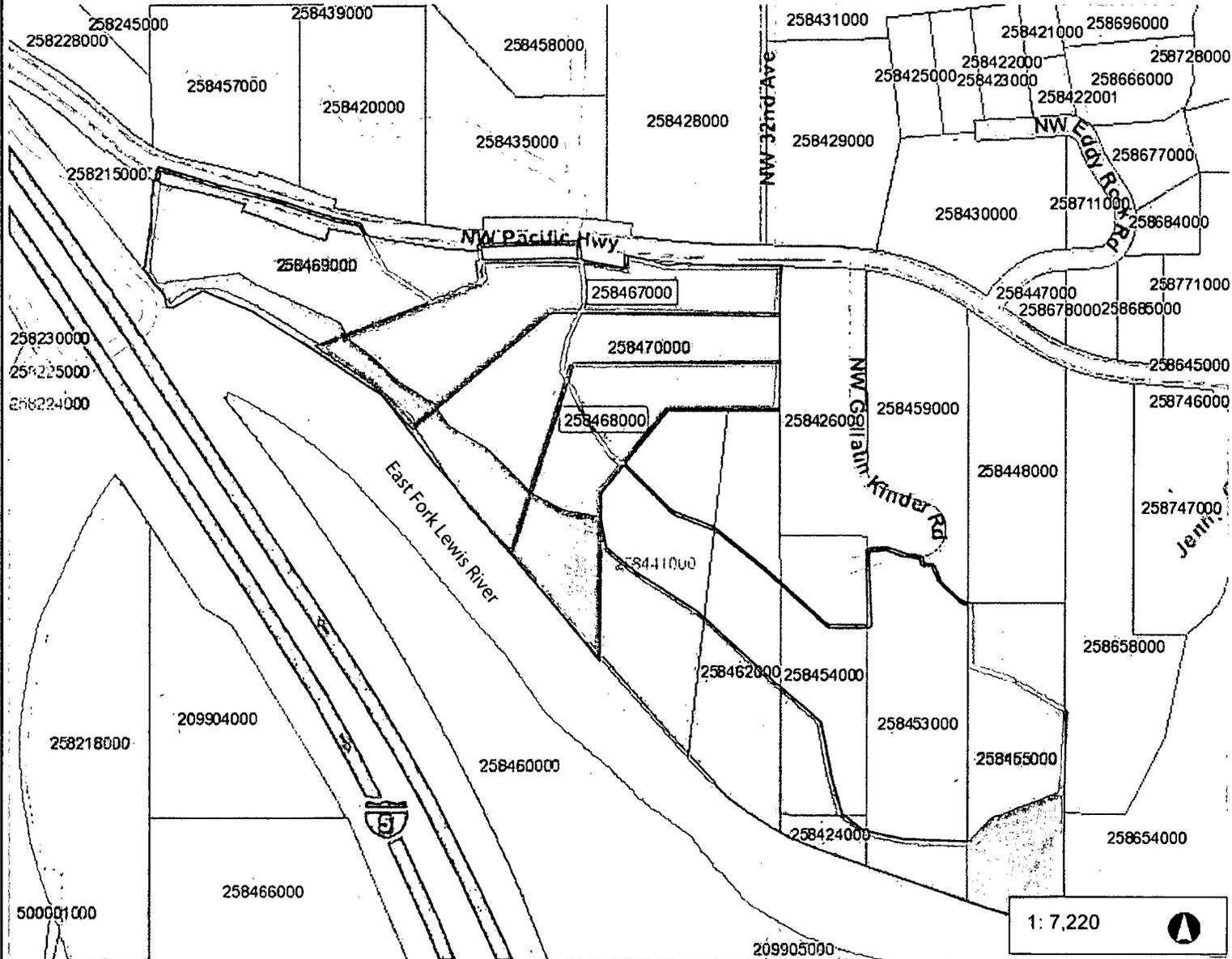
Record of Survey Book 44, Page 5

Parcels Subject to Conservation Easement – Ownership Map

Clark County/Columbia Land Trust Memorandum of Understanding, April 21, 1998.



Paradise Bluff Ownerships



Legend

County Lands by Owner

- Clark County
- Clark County (C/B)
- Environmental Services - CWP
- Environmental Services - LL
- Environmental Services - SW
- General Services
- General Services - Sheriff
- General Services - Fairgrounds
- General Services - Amphitheater
- General Services - Railroad
- Parks
- Public Works
- Public Works - Operations Center
- Treasurer

Public Lands

- USFS Boundary
- Military Reserve
- US Fish and Wildlife
- State Fish and Wildlife / other
- State Park
- State DNR
- Washington State University

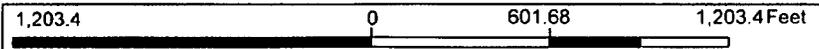
Building Footprints

Notes:

- Columbia Land Trust
- Conservation Easement
- Public Access Area

NOTE - Easement and Access boundaries approximate (source: Record of Survey Octoeter 1998)

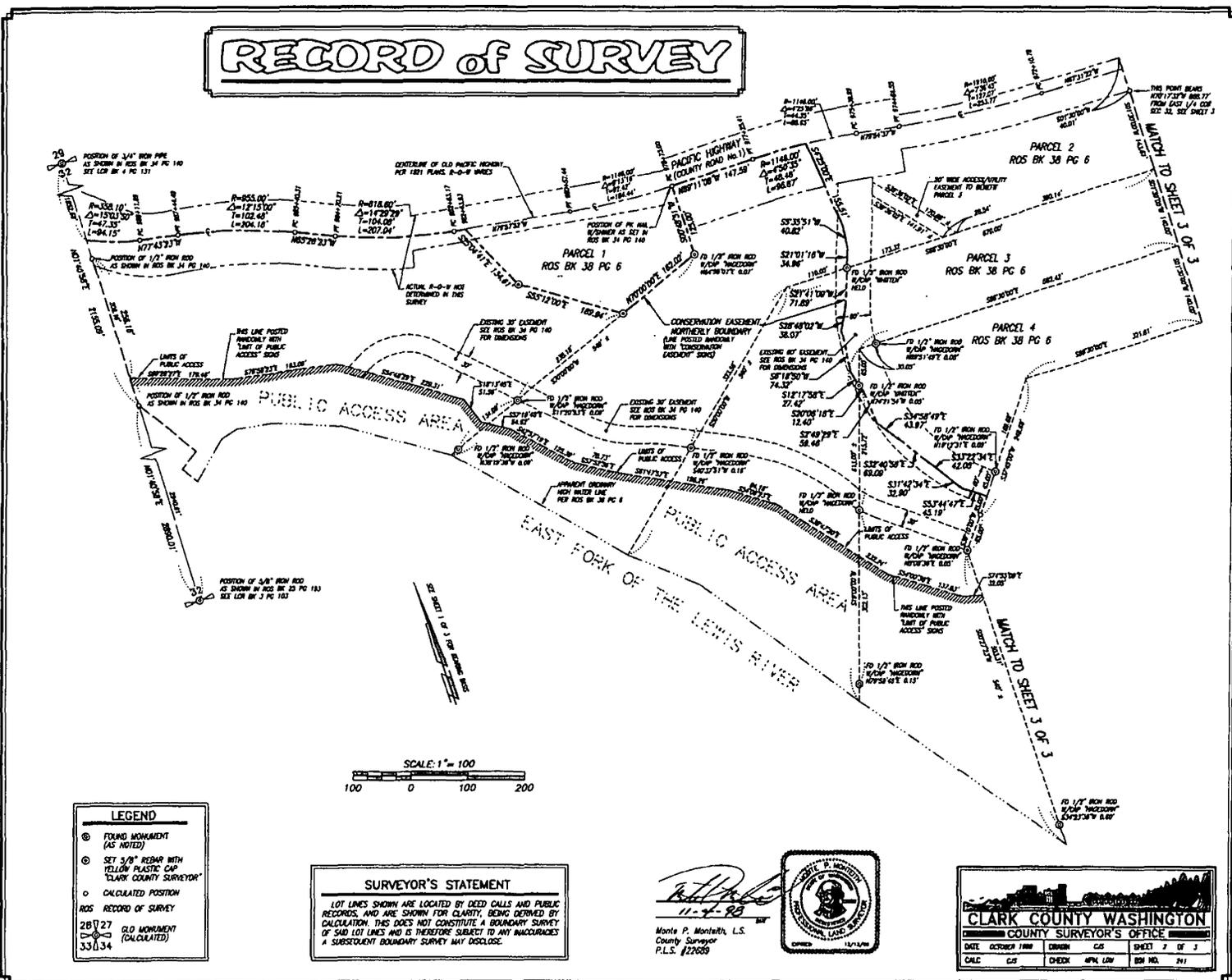
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WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

RECORD of SURVEY



- LEGEND**
- ⊙ FOUND MONUMENT (AS NOTED)
 - ⊙ SET 5/8" REBAR WITH YELLOW PLASTIC CAP "CLARK COUNTY SURVEYOR"
 - CALCULATED POSITION
 - ROS RECORD OF SURVEY
 - 28727 OLD MONUMENT (CALCULATED)
 - 33034

SURVEYOR'S STATEMENT

LOT LINES SHOWN ARE LOCATED BY DEED CALLS AND PUBLIC RECORDS, AND ARE SHOWN FOR CLARITY, BEING DERIVED BY CALCULATION. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY OF SAID LOT LINES AND IS THEREFORE SUBJECT TO ANY INADVERTENCES A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE.


 11-7-98
 Monte P. Monteth, L.S.
 County Surveyor
 P.L.S. #22659



CLARK COUNTY WASHINGTON
COUNTY SURVEYOR'S OFFICE

DATE: OCTOBER 1998	DRAWN: CJS	SHEET: 2 OF 3
CALC: CJS	CHECK: APR. LAM	BOOK NO. 44

MEMORANDUM OF UNDERSTANDING

Clark County and the Columbia Land Trust hereby make the following agreement regarding the acquisition and management of real property.

RECITALS:

1. The Parties:

The parties to this agreement are Clark County, Washington, [acting by and through Vancouver-Clark Parks and Recreation] (hereafter referred to as the County), and the Columbia Land Trust, a nonprofit corporation organized under the laws of the State of Washington, with its principal place of business in Vancouver, Washington. The Columbia Land Trust is a nonprofit nature conservancy corporation as that term is defined by RCW 64.04.130. The primary purpose of the Columbia Land Trust is to conserve natural resources and open space for the benefit of the public, consistent with its corporate charter, tax-exempt status and acquisition policies.

2. The Property:

The real property which is the subject of this agreement consists of approximately 11.2 acres. The property is located south of Northwest Pacific Highway and north of the East Fork Lewis River immediately east of Interstate-5. The legal description of the property is attached to this agreement as "Appendix A", and is hereby incorporated by reference. For information purposes only, the Grantors of the property were David L. Grevling and Merle A. Sherman (hereafter referred to as the Grantors).

The property meets the acquisition criteria of the County, as follows: natural, recreational, educational, scenic, water, habitat, wildlife, and forest values. A copy of the County's Open Space Commission Report is attached to this agreement as "Appendix B", and is hereby incorporated by reference.

3. The Intention:

The County intends to acquire title to the property consistent with its plans and goals to provide open space and recreation lands. The County desires to defer the acquisition of title in order to maximize its opportunities to obtain grants and other funds. Pending acquisition of title, the County desires to have title held by the Columbia Land Trust. During the interim period, the County may desire to use, develop and manage the property consistent with its park management and development plans.

j) Columbia Land Trust shall provide Grantors, upon request, documentation of its charitable status and will acknowledge receipt of any charitable donation;

k) The County acknowledges that in accepting title the Columbia Land Trust is not acting as a Trustee, nor in a fiduciary capacity for the County.

5. Subsequent transfer:

The Columbia Land Trust agrees to transfer title to the County upon request or at the expiration of the five-year period commencing on the date of this agreement. The County agrees to pay all transaction and closing costs for the subsequent transfer.

Upon expiration of the five-year period described above, the parties may execute a new agreement for an additional five-year period.

6. Compensation:

In consideration for the Columbia Land Trust accepting title to the property, holding title to the property, agreeing to convey the property to the County upon request, and allowing the County access to the property, the County agrees to pay the Columbia Land Trust a fee of \$ 5,000.00 (Five Thousand Dollars), which fee is to be payable as follows:

a) Payment of the full fee upon acquisition of title from the Grantors; or

b) An annual fee of \$ 1,000 with the first payment due upon acquisition of title from the Grantors, and successive annual payments of \$ 1,000 on the anniversary of the acquisition of title from the Grantors, and the balance of the fee upon acquisition of title by the County or at the expiration of the five-year period whichever occurs first.

7. County Use Rights:

During the period the Columbia Land Trust holds title to the property, the County and its officers, employees, agents, and contractors shall have the right to enter, use, improve, preserve, protect, maintain, manage, study, and inspect the property, and the duty to enforce all state and local laws, including parks and recreation plans, programs and regulations.

The County shall have the right to allow public access for recreational purposes, provided that the County regulates and enforces public conduct on the property, consistent with state and local laws, and park regulations.

this subparagraph shall not include any release of hazardous materials by the Columbia Land Trust or its directors, officers, employees, volunteer workers, agents or contractors.

The Columbia Land Trust shall give prompt notice to the County of any circumstances which may give rise to the defense, indemnity and hold harmless provisions of this paragraph and shall cooperate fully with the County.

The Columbia Land Trust agrees to defense by the Clark County, Prosecuting Attorney, or such competent private counsel as the County shall hire. Indemnity shall include the costs and attorneys fees, if any, incurred by the Columbia Land Trust in defending any matter prior to the County assuming its duty to defend the Columbia Land Trust.

In any dispute or action between the County and the Columbia Land Trust arising out of this agreement or the relationship created thereby, each party shall bear its own costs and attorney's fees.

10. Property Taxes:

The Columbia Land Trust shall file an annual request for property tax exemption with the Department of Revenue, based upon the expected use of the property for open space, conservation, or public recreation. In the event that the property tax exemption is not granted, the County agrees to reimburse the Columbia Land Trust for any and all property taxes which are levied on the property during the period of ownership by the Columbia Land Trust.

11. Liens:

The Columbia Land Trust agrees not to engage in any conduct or omission which would result in the existence of liens or encumbrances being imposed upon the property during the time the Columbia Land Trust holds title to the property.

12. General Provisions:

a. Names, addresses and notices:

EXECUTED on the 21st day of April, 1998.

Attest: BOARD OF COMMISSIONERS FOR
CLARK COUNTY, WASHINGTON


Clerk to the Board

By: 
Mel Gordon

APPROVED AS TO FORM ONLY:
Art Curtis, Prosecuting Attorney

By: 

By: _____
Betty Sue Morris, Commissioner

By: 
Judie Stanton, Commissioner

COLUMBIA LAND TRUST

By: 
Terry Cornelius, Vice President
Authorized Agent

EN 15-64

PROPERTY TRANSFER/PURCHASE AGREEMENT

Clark County and Columbia Land Trust hereby make the following agreement regarding the transfer of interest in real property.

RECITALS:

A. The Parties:

The parties to this agreement are Clark County, a political subdivision of the State of Washington, hereafter referred to as County, and Columbia Land Trust, a nonprofit corporation organized under the laws of the State of Washington, with its principal place of business in Vancouver, Washington, hereafter referred to as Land Trust. Land Trust is a nonprofit nature conservancy corporation as that term is defined by RCW 64.04.130. The primary purpose of the Land Trust is to conserve natural resources and open space for the benefit of the public, consistent with its corporate charter, tax-exempt status and acquisition policies.

B. The Property:

The real property which is the subject of this agreement consists of approximately 11.2 acres. The property is located in the Paradise Bluffs II subdivision, South of Pacific Highway, and East of Interstate 5, North of the East Fork Lewis River and West of the La Center city limits. The property includes two parcels, Assessor's Parcel Serial Numbers 258467-000 and 258468-000. Abbreviated legal descriptions of the property are #55 SEC 32 T5N R1EWM (5.7 Acres) and #56 SEC 32 T5N R1EWM (5.5 Acres), respectively. A full legal description of these parcels is attached to this agreement as "Appendix A", and is hereby incorporated by reference.

Parcels are two of five parcels created through the Paradise Bluffs II land division and were acquired by the Columbia Land Trust for conservation purposes using Conservation Futures Fund revenue. County holds title to three parcels in Paradise Bluffs II, AP #s 258469-000, 258470-000, 258441-000. County also owns AP #258455-000 that is not part of the Paradise Bluffs II land division, but one of another set of five lots, each 5+ acres in size, shortly upstream of the Paradise Bluff II subdivision.

C. Parties Mutual Interest in Property

On April 21, 1998, County and Land Trust executed a Memorandum of Understanding regarding the Property. The County intended to acquire title to the Property, using Conservation Futures Fund revenues, consistent with its plans

- Clark County Public Works would share equally with the Parks/Conservation Futures Fund any revenue generated that exceeded the appraised value (\$430,000 at that time), less the estimated marketing and development costs (\$140,000 at that time).

E. The Intention:

Shortly after receiving direction to execute the land exchange discussed in recital D, above, Public Works attempted to auction Assessor Parcel Serial Numbers 258469-000, 258470-000 and 258455-000 in conformance with that direction. However, no responsive bids were received and County has maintained ownership of its parcels and Land Trust has maintained title to the Property that is the subject of this agreement.

With a rebounding housing market, and continuing scrutiny of county-owned property by the Board of County Councilors, it is timely to re-engage implementation of the marketing strategy to generate Road Fund and Conservation Futures Fund revenues via sale of County and Land Trust properties, with easements in place to protect the values of the East Fork Lewis River. The Land Trust is amenable to transferring title to the two parcels under their ownership to the County, provided the easements described herein are recorded across all six properties, and does not object to County selling all of the properties with the recorded easements in-place.

AGREEMENTS:

1. Land Trust agrees to transfer title of Property to County, subject to the following terms and conditions:

- a) County and Land Trust execute this property transfer/purchase agreement;
- b) County records the Conservation and Public Access Area easements as shown in Record of Survey Book 44 page 5;
- c) Land Trust furnishes any legal and due diligence documents in the Land Trust's possession to County related to the April 21, 1998, County and Land Trust executed Memorandum of Understanding;
- d) Land Trust furnishes County all annual inspection and management reports regarding the Property prepared by Land Trust during the time Land Trust held title to Property

The County represents and warrants to the Land Trust that it will only convey the Property subject to the surveyed conservation and public access easements described in Sections D, E and 1.a) above. This representation and warranty shall survive Closing and the recordation of the deed conveying the Property to the County.

5. General Provisions:

a. Names, addresses and notices:

All notices and correspondence shall be addressed to the parties, as follows:

COLUMBIA LAND TRUST
1351 Officers' Row
Vancouver, WA 98661
(360) 696-0131

CLARK COUNTY
Legacy Lands Coordinator
P.O. Box 9810
Vancouver, WA 98666-1995

b. Counterparts:

The parties may execute this agreement in two or more counterparts, which shall, in the aggregate, be signed by the authorized agents for both parties, and each counterpart shall be deemed an original instrument as against the party who signed it.

c. Amendments:

This Agreement constitutes the entire agreement between the parties. Any amendment to this Agreement shall be in writing and signed by both parties.

11. Choice of Law, Jurisdiction and Venue:

This agreement is governed by the law of the State of Washington. Any litigation brought to construe or enforce the terms of this agreement shall be brought in the Superior Court of Clark County, State of Washington, which shall have jurisdiction over the matter. The prevailing party in a lawsuit to enforce the terms of this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs.

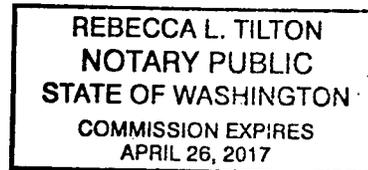
EXECUTED on the 17th day of NOV, 2015.

STATE OF WASHINGTON
COUNTY OF CLARK

I, Rebecca Tilton, Clerk of the Board of Clark County, Washington, Councilors and Notary Public in and for the State of Washington, do hereby certify that on this 17th day of NOV., 2015, personally appeared before me, David Madore, to me known to be the Chair of the Board of Clark County Councilors, executed the within instrument and acknowledged that his signature was the free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 17th day of NOV., 2015.

Rebecca L. Tilton
Rebecca Tilton
Notary Public in and for the State of Washington



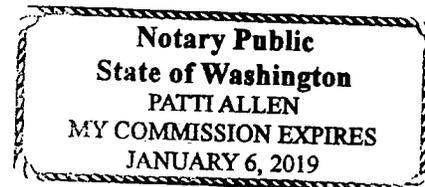
My appointment expires: 4/26/17

STATE OF WASHINGTON
COUNTY OF CLARK

I, Patti Allen Notary Public in and for the State of Washington, do hereby certify that on this 18 day of November 2015, personally appeared before me, Glenn Lamb, to me known to be the Executive Director of the Columbia Land Trust, executed the within instrument and acknowledged that his signature was the free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 18 day of November, 2015.

Patti Allen
Notary Public in and for the State of Washington



My appointment expires: January 6, 2019

Order No. 52332

Exhibit "A"

PARCEL I

A portion of the North half of the Southeast quarter of Section 32, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a ½ inch iron rod at the Northeast corner of the "Rintala tract" as described under Auditor's File No. 7807180171 Clark County Auditor's Records, as set in Book 7 of Surveys at page 116, said point being North 70°17'32" West, 868.77 feet from a 5/8 inch iron rod set to mark the quarter corner between Sections 32 and 33; thence South 01°30'00" West along the East line of said "Rintala tract" 283.61 feet to a ½ inch iron rod (as set in a 1993 Hagedorn, Inc. Survey) and the True Point of Beginning; thence continuing South 01°30'00" West, 140.00 feet to a ½ inch iron rod; thence North 88°30'00" West at right angles to said "Rintala" East line 321.81 feet to a ½ inch iron rod; thence South 37°45'00" West, 249.68 feet to a ½ inch iron rod; thence South 39°10'00" West, 65.00 feet to a ½ inch iron rod; thence South 00°27'23" West, 540 feet, more or less, to the right bank of the East Fork of the Lewis River; thence Northwesterly along said right bank 439 feet, more or less, to a point which bears South 19°00'00" West from a point that bears North 88°30'00" West, 582.42 feet from the True Point of Beginning; thence North 19°00'00" East, 613 feet, more or less, to said point on the centerline of a 60 foot road easement; thence South 88°30'00" East, 582.42 feet to the True Point of Beginning.

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

BEGINNING at a point in the centerline of the Old Pacific Highway which bears North 73°33'56" West, 1343.85 feet from the East quarter corner of said Section 32; thence South 20°30'00" West, 278.48 feet; thence along the arc of a 350 foot radius curve to the left for an arc distance of 444.40 feet to the terminus of said 60 foot easement centerline at a point which bears South 77°35'47" West, 1303.34 feet from said East quarter corner of Section 32.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 30 foot easement for ingress, egress, and utilities the centerline of which is described as follows:

BEGINNING at the terminus of the above described 60 foot easement; thence along the arc of a 50 foot radius curve to the right (the radial bearing of which is South 37°45'00" West) for an arc distance of 158.32 feet; thence North 50°50'00" West, 169.56 feet; thence along the arc of a 175 foot radius curve to the right for an arc distance of 60.07 feet; thence along the arc of a 375 foot radius curve to the left for an arc distance of 209.99

Exhibit "A" Continued

Exhibit "A" Continued
Order No. 52332
Page 2 of 4

feet; thence North 63°15'00" West, 117.00 feet; thence along the arc of a 375 foot radius curve to the left for an arc distance of 61.63 feet; thence along the arc of a 200 foot radius curve to the right for an arc distance of 98.32 feet; thence North 44°30'00" West, 295.43 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 130.03 feet; thence South 61°00'00" West, 30.00 feet to the terminus of said easement centerline at the "toe of the hill" at a point which bears North 83°03'15" West, 2272.27 feet from a 5/8 inch iron rod at the East quarter corner of said Section 32.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive recreational easement described as follows:

BEGINNING at a 1/2 inch iron rod at the Northeast corner of the "Rintala tract" as described under Auditor's File No. 7807180171 Clark County Auditor's Records, as set in Book 7 of Surveys at page 116, said point being North 70°17'32" West, 867.77 feet from a 5/8 inch iron rod set to mark the quarter corner between Sections 32 and 33; thence South 01°30'00" West along the East line of said "Rintala tract" 1230 feet, more or less, to the "toe of the hill" and the True Point of Beginning; thence Northwesterly following said "toe of the hill", 1900 feet, more or less, to the terminus of the above described 30 foot private road and utilities easement at a point that bears North 83°03'15" West, 2272.27 feet from the East quarter corner of Section 32; thence continuing Westerly and Southwesterly along the "toe of the hill" 200 feet, more or less, to the ordinary high water line of the East Fork of the Lewis River; thence Southeasterly along said ordinary high water line 2300 feet, more or less, to the East line of the "Rintala tract"; thence North 01°30'00" East, 745 feet, more or less, to the True Point of Beginning.

PARCEL II

A portion of the South half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 32, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a 1/2 inch Iron rod at the Northeast corner of the "Rintala tract" as described under Auditor's File No. 7807180171 Clark County Auditor's Records, as set in Book 7 of Surveys at page 116, said point being North 70°17'32" West, 868.77 feet from a 5/8 inch iron rod set to mark the quarter corner between Sections 32 and 33; thence South 01°30'00" West along the East line of said "Rintala tract" 143.61 feet to a 1/2 inch iron rod (as set in a 1993 Hagedorn, Inc. Survey); thence North 88°30'00" West at right angles to

Exhibit "A" Continued

Exhibit "A" Continued
Order No. 52332
Page 3 of 4

said "Rintala" East line 670.00 feet to a 1/4 inch iron rod; thence South 50°00'00" West, 540 feet, more or less, to the right bank of the East Fork of the Lewis River; thence Northwesterly along said right bank 355 feet, more or less, to a point which bears South 70°00'00" West from a 1/2 inch iron rod which is located North 80°23'04" West, 1646.07 feet from the East quarter corner of Section 32; thence North 70°00'00" East, 549 feet, more or less, to said 1/2 inch iron rod; thence North 00°48'51" East, 50 feet, more or less, to the South right-of-way line of the Old Pacific Highway; thence Easterly along said South right-of-way line 805 feet, more or less, to the Point of Beginning.

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

BEGINNING at a point in the centerline of the Old Pacific Highway which bears North 73°33'56" West, 1343.85 feet from the East quarter corner of said Section 32; thence South 20°30'00" West, 278.48 feet; thence along the arc of a 350 foot radius curve to the left for an arc distance of 444.40 feet to the terminus of said 60 foot easement centerline at a point which bears South 77°35'47" West, 1303.34 feet from said East quarter corner of Section 32.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive 30 foot easement for ingress, egress, and utilities the centerline of which is described as follows:

BEGINNING at the terminus of the above described 60 foot easement; thence along the arc of a 50 foot radius curve to the right (the radial bearing of which is South 37°45'00" West) for an arc distance of 158.32 feet; thence North 50°50'00" West, 169.56 feet; thence along the arc of a 175 foot radius curve to the right for an arc distance of 60.07 feet; thence along the arc of a 375 foot radius curve to the left for an arc distance of 209.99 feet; thence North 63°15'00" West, 117.00 feet; thence along the arc of a 375 foot radius curve to the left for an arc distance of 61.63 feet; thence along the arc of a 200 foot radius curve to the right for an arc distance of 98.32 feet; thence North 44°30'00" West, 295.43 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 130.03 feet; thence South 61°00'00" West, 30.00 feet to the terminus of said easement centerline at the "toe of the hill" at a point which bears North 83°03'15" West, 2272.27 feet from a 5/8 inch iron rod at the East quarter corner of said Section 32.

ALSO TOGETHER WITH AND SUBJECT TO a non-exclusive recreational easement described as follows:

Exhibit "A" Continued

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Exhibit "A" Continued
Order No. 52332
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BEGINNING at a 1/8 inch iron rod at the Northeast corner of the "Rintala tract" as described under Auditor's File No. 7807180171 Clark County Auditor's Records, as set in Book 7 of Surveys at page 116, said point being North 70°17'32" West, 867.77 feet from a 5/8 inch iron rod set to mark the quarter corner between Sections 32 and 33; thence South 01°30'00" West along the East line of said "Rintala tract" 1230 feet, more or less, to the "toe of the hill" and the True Point of Beginning; thence Northwesterly following said "toe of the hill", 1900 feet, more or less, to the terminus of the above described 30 foot private road and utilities easement at a point that bears North 83°03'15" West, 2272.27 feet from the East quarter corner of Section 32; thence continuing Westerly and Southwesterly along the "toe of the hill" 200 feet, more or less, to the ordinary high water line of the East Fork of the Lewis River; thence Southeasterly along said ordinary high water line 2300 feet, more or less, to the East line of the "Rintala tract"; thence North 01°30'00" East, 745 feet, more or less, to the True Point of Beginning.