

## AGREEMENT GRANTING EASEMENT

RUSSELL J. GRATTAN and JEANNETTE M. ELLIS, husband and wife, hereinafter referred to as Grantors, are the owners of certain real property located in Skamania County, Washington, more particularly described as:

Tract 1 of Sunshine Acres, as per plat thereof, recorded in Book "A" of Plats, page 45, records of Skamania County, Washington.

WILLIAM WARREN, ROBERT C. WARREN, JR. and WENDY WARREN GRONQUIST, hereinafter referred to as Grantees, are the owners of certain real property located in Skamania County, Washington, more particularly described as:

PARCEL I: A parcel of land located in Government Lot 3 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as: Commencing at a point 13.44 chains south and 31.45 chains west of the Government Meander Corner between Sections 11 and 12, and running thence North  $46^{\circ}15'$  West 6.38 chains to the southeasterly line of Sunshine Acres according to the plat thereof recorded in Book "A" of Plats on page 45; thence along said southeasterly line North  $43^{\circ}45'$  East 4.70 chains; thence South  $46^{\circ}15'$  East 8.13 chains to the Government Meander Line of the Columbia River; thence Westerly along Meander Line to place of beginning; EXCEPTING THEREFROM those parcels deeded to Portland and Seattle Railway Company recorded in Book "K" on page 297 and in Book "K" on page 458.

PARCEL II: Commencing on a point of the Meander Line of the Columbia River south 13.44 chains and 31.45 chains west of the Government Meander Corner between Sections 11 and 12, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, (Var.  $23^{\circ}30'$ ); thence North  $46^{\circ}15'$  West to intersection with the South line of S.P.&S. Railroad right of way; thence South  $68^{\circ}24'$  West along the Southerly line of the S.P.&S. Railroad to intersection with Meander line of the Columbia River; thence Easterly along the Meander Line of the Columbia River to the point of beginning, together with all of Grantor's right, title, and interest in and to a private wagon road/pedestrian pathway over and across the railroad right-of-way, all of which being described in deed between Henry A. and Louise E. Tymer, Grantors, and Spokane, Portland, and Seattle Railroad Company, Grantee, dated July 23, 1931, recorded August 27, 1931 in Book "X", Page 57 of Skamania County Deed Records

REAL ESTATE EXCISE TAX

1987

PAID

SKAMANIA COUNTY TREASURER

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Grantees possess the right to use a right-of-way over and across Burlington Northern Railroad (BNR) real property lying south of Grantors' real property for the purpose of ingress and egress to Grantees' real property. Said right-of-way is more particularly described as:

A private pedestrian pathway as described in Book X of Deeds at pages 57 & 58 across the following described real property:

Commencing at a point 13.44 chains south, and 31.45 chains west of the Government meander corner between sections 11 and 12, township one (1) north, range five (5) east of Willamette meridian, variation 23°30': thence north 46°15' West 6.38 chains; thence north 43°45' east 4.70 chains; thence south 46°15' east 8.13 chains; thence westerly along the meander line to the place of beginning, all in Lot three (3), section eleven (11), township One (1) north, range five (5) East Willamette Meridian, in Skamania County, Washington.

and is hereinafter referred to as the Southern right-of-way.

#### Purpose and Intent

Grantees possess a right-of-way to their real property and across said BNR real property directly adjacent to the southerly boundary line of Grantors' property. Grantors and Grantees agree that said right-of-way is intrusive to Grantors' privacy and disruptive to Grantors' quiet enjoyment of their real property. The purpose of this agreement is to provide Grantees a substitute right-of-way to their property which is acceptable to Grantors and Grantees and to eliminate the present right-of-way on BNR property to the extent that it lies along the southern boundary of Grantors' real property.

#### Agreement

The Parties agree as follows:

In consideration for the mutual promises hereinafter set forth, Grantors hereby grant to Grantees the following described right-of-way over and across Grantors' real property:

A strip of land 12 feet in width across the most easterly portion of Grantors' real property parallel and adjacent to the boundary line between Grantors' real property and Lot 2 of Sunshine Acres as per plat thereof.

hereinafter referred to as the Eastern right-of-way. The Eastern right-of-way shall serve Grantees' real property as described herein for the purpose of ingress and egress to said real property. Grantors reserve their right to use the Eastern right-of-way for access to Grantors' real property.

For purposes of this agreement only, Grantees hereby agree and consent to vacate and abandon all of their right, title and interest in and to the Southern right-of-way to the extent that the Southern right-of-way lies along the southern boundary of Grantors' real property to its point of intersection with the Eastern right-of-way granted herein; provided, however, that the provision of this paragraph shall not in any manner affect the rights and obligations of Grantees and BNR Railroad, its successors and assigns under the provisions of that certain Deed located in Book X of Deeds at page 57 & 58 and more particularly described herein.

#### Construction Costs

In further consideration of the granting of this right-of-way, Grantees agree to bear all costs of construction and permitting of the Eastern right-of-way.

#### Character

Grantees agree to construct only a rocked and graveled driveway as the Eastern right-of-way having a rural and rustic, but neat appearance. Grantees agree to provide a fence along the eastern boundary of Grantors' property on the eastern side of the Eastern right-of-way. Said fence shall be constructed of the same materials and dimensions, as determined by Grantors, as the

fencing to be constructed on Grantors' property. It is the intent of Grantors and Grantees to provide a right-of-way which shall be as unobtrusive as possible and which will naturally conform to the surrounding landscape.

#### Maintenance

Grantees agree to keep the Eastern right-of-way, including the eastern fence, neat, clean and in good repair at their own expense. Grantees further agree not to use any herbicides or other chemicals on the eastern right-of-way without the prior written consent of Grantors.

#### Liability

Grantees agree to indemnify Grantors and hold Grantors harmless for any personal injury or damage to personal property which may arise from Grantees' construction, use or restoration of the Eastern right-of-way.

#### Revocation

In the event that Grantees, for any reason, revert to use of any kind of the Southern right-of-way as described herein, Grantors shall be entitled to the sum of Five Thousand and no/100 (\$5,000.00) Dollars and Grantees' right to use the Eastern right-of-way may be revoked by Grantors. In the event that said Eastern right-of-way is revoked hereunder, Grantees agree to restore the Eastern right-of-way to its original condition as a pasture. Grantors may not revoke the Eastern right-of-way unless Grantees use the Southern right-of-way.

#### Binding Application

Grantors and Grantees agree that the rights, terms and conditions set forth in this Agreement shall be binding on Grantees' heirs, successors, assigns, and in the case of use of the Southern and Eastern right-of-way, their agents and guests.



**Attorney's Fees**

In case any suit or action is brought under or pursuant to the terms of this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs including costs of any expert witnesses, depositions or other expenses related thereto.

Dated this 17TH day of Novemler, 1987.

**GRANTIES :**

**WILLIAM S. WARREN**

**ROBERT C. WARREN, JR.**

Wendy W. Gronquist  
WENDY WARREN GRONQUIST

WENDY WARREN GRONQUIST

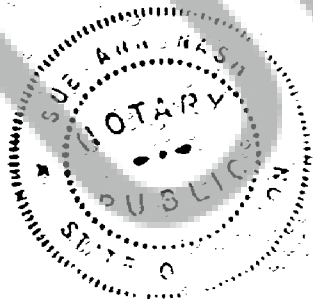
STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

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

GIVEN under my hand and official seal this 17th day of November, 1987.

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

Commission expires 4/14/91

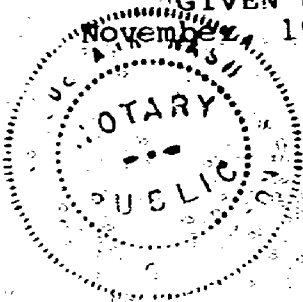


FILED FOR RECORD  
SKAMANIA CO. WASH  
BY RUSSELL GRATION  
P.O. BOX 786 STEVENSON  
Nov 18 12 09 PM '87  
A. J. Nelson, Rep.  
AUDITOR  
GARY M. OLSON

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

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

GIVEN under my hand and official seal this 17th day of November, 1987.



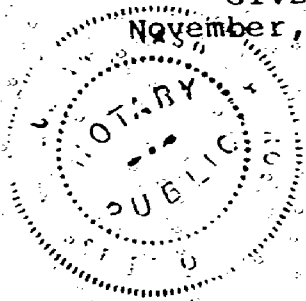
She Ann Nash  
Notary Public in and for the  
State of Washington, residing  
at Multnomah County.

Commission expires 4/14/91

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **WENDY WARREN GRONQUIST**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17th day of November, 1987.



She Ann Nash  
Notary Public in and for the  
State of Washington, residing  
at Multnomah County.

Commission expires 4/14/91

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **RUSSELL J. GRATTAN and JEANNETTE M. ELLIS**, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18<sup>th</sup> day of  
November, 1987.

Jay Ford  
Notary Public in and for the  
State of Washington, residing  
at Carson, Wa.

Commission expires 8-15-89



Unofficial Copy