

## EASEMENT AGREEMENT

THIS AGREEMENT made this day by and between JO ANN CARROLL, a single person, hereinafter referred to as "J. Carroll", and STEVEN F. CARROLL, a single man, hereinafter referred to as "S. Carroll",

W I T N E S S E T H:

WHEREAS, J. Carroll is the owner of certain real property (hereinafter referred to as the "J. Carroll Parcel") located in Skamania County, Washington, which is more particularly described as follows:

The North half of the Southwest Quarter of the Northeast Quarter of Section Seven (7), Township One (1) North, Range Five (5) East of the Willamette Meridian.

and

WHEREAS, S. Carroll is the owner of certain real property (hereinafter referred to as the "S. Carroll Parcel") located in Skamania County, Washington, which real property is more particularly described as follows:

The West half of the East half of the following described property: That portion of the Northwest quarter of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian more particularly described as follows: Beginning at a point 675 feet South of the Northwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence East 1,320 feet to the East line of the Northwest quarter of the Northeast quarter of the said Section 7; thence South 645 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence West 1,320 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence North 645 feet to the point of beginning; EXCEPTING a tract of land conveyed to Carl Borges by Deed dated October 6, 1917, and recorded at Page 336 of Book "Q" of Deeds, records of Skamania County, Washington; ALSO EXCEPTING the North 91 feet thereof.

and

WHEREAS, the S. Carroll parcel is served by a private driveway that connects with a public road known as Hudson Road, and

WHEREAS, said private driveway is located on the J. Carroll Parcel, and

WHEREAS, the parties to this agreement intend to create a permanent easement encumbering the J. Carroll Parcel and in favor of the S. Carroll Parcel over said private driveway,

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WILMA J. CORNWALL  
TREASURER OF SKAMANIA COUNTY

Registered	12
Indexed, Cir	12
Indirect	12
Filed	5-8-90
Mailed	

Section 1. GRANT OF EASEMENT: J. Carroll hereby grants and conveys to S. Carroll an easement for the purpose of ingress, egress and utilities under, over, across, and along the following described real property:

County of Skamania, State of Washington:

The North 30 feet and West 680 feet of the North Half of the Southwest quarter of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian.

The aforescribed easement shall encumber and burden the J. Carroll Parcel (the servient estate) and shall benefit the S. Carroll Parcel (the dominant estate).

Section 2. UTILITIES. Both parties shall have the right to install, maintain and repair any utility lines within the boundaries of the aforescribed easement. Any cost or expense incurred in installing, maintaining or repairing any such utility line shall be borne solely by the party whose property is served by such utility line. In the event that the installation, maintenance or repair of any such utility line results in damage to the private driveway located within the boundary of such easement, then the party whose property is served by such utility line shall at his sole expense timely restore the private driveway to its prior condition.

Section 3. USE OF EASEMENT: J. Carroll shall have the right to utilize the easement for any purposes that do not interfere with the easement granted herein for ingress, egress, and utilities to S. Carroll.

Section 4. COVENANT RUNNING WITH THE LAND: The easement granted herein is appurtenant to the S. Carroll parcel (the dominant estate) and shall run with the land as to such property burdened and benefit by such easement, including any division or partition of such properties. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each of the parties hereto and their heirs, successors and assigns, lessees, and mortgagees or beneficiaries under a deed of trust.

Section 5. NON-EXCLUSIVE EASEMENT: The easement granted herein shall be permanent and non-exclusive, and is intended for private non-commercial use only.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 15<sup>th</sup> day of May, 1990.

Jo Ann Carroll  
Jo Ann Carroll

Steven F. Carroll  
Steven F. Carroll

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me JO ANN CARROLL, a single person, 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 15<sup>th</sup> day of May, 1990.

Don M. Gray  
Notary Public in and for the State of Washington, Residing at Washburne  
My appointment expires: 11/92

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

On this day personally appeared before me, STEVEN F. CARROLL, a single person, 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 15<sup>th</sup> day of May, 1990.

Don M. Gray  
Notary Public in and for the State of Washington, Residing at Washburne  
My appointment expires: 11/92

FILED FOR RECORD  
SEAMANTH YASH  
BY Steven Carroll

MAY 17 10 04 AM '90  
P. Lowry  
GARY M. OLSON

