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BOOK 192 PAGE 736

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY Scott Maytubby

AUG 30 11 12 AM '99

J. N. OLSON

ASS. TO

GARY H. OLSON

REAL ESTATE EXCISE TAX

NA

AUG 30 1999

PAID NA

SW

SCOTT MAYTUBBY  
621 W 12<sup>th</sup>  
MEADVILLE OR 97128

## RIGHT OF WAY EASEMENT SKAMANIA COUNTY TREASURER

**GRANTOR:** NORTHWESTERN LAKE DEVELOPMENT HOMEOWNERS' ASSOCIATION, a non-profit Washington corporation.

**GRANTEE:** SCOTT MAYTUBBY and ATSUKO BURSETT, co-owners of real property located in the W1/2 of the W/2 of Section 3, T3N, R10E, WM, more particularly described in Book 172, Page 70 in the land records of Skamania County, Washington, and designated as Tax Lot #03-10-03-00-0204-00 ("Grantee's Property"). Grantee's Property is additionally shown on the preliminary short plat map, attached as Exhibit A, found on page 4 of this Easement ("Maytubby Short Plat").

**BURDENED PROPERTY DESCRIPTION:** Located in the W1/2 of Section 3, T3N, R10E, WM, the right-of-way for the private road platted as Northwestern Loop Road in Northwestern Lake Development Subdivision recorded in the plat map thereof in Book B of Plats, Page 73 in the land records of Skamania County, Washington, this road now being known as Upper Lakeview Road ("Upper Lakeview Road"), which right-of-way passes over Tax Lots #03-10-03-00-0205; 0214-0218; 0220-0224; and 0229-0230.

**EASEMENT:** Grantor, for good and valuable consideration, hereby grants unto Grantee, a perpetual nonexclusive easement for use of Upper Lakeview Road.

**SUBJECT TO AND UPON** the following conditions: **Gary H. Martin, Skamania County Assessor**

Date: 8-30-99 Parcel # 5-10-3-205  
228-230  
228-230

1. The purpose of this easement is to provide Grantee with vehicular access, for residential purposes only, to Grantee's Property.

2. Grantee shall encumber Grantee's Property with the Protective Covenants recorded in the land records of Skamania County, Washington at Book 133, Page 954 ("Protective Covenants"), in accordance with that Easement Agreement between Grantor and Grantee executed concurrently with this easement, the terms of which are fully incorporated herein. Such encumbrance shall be accomplished by causing any plat map recorded, and any deed granted, with respect to Grantee's Property to show the Protective Covenants as an encumbrance.

Right of Way Easement - Page 1

Reviewed	✓
Indexed	✓
Filed	✓
Noted	✓



3. This easement is limited to the benefit of a maximum of six single-family residential lots created from Grantee's Property, only as follows: i) the four lots as shown on the Maytubby Short Plat would each be benefited; ii) a fifth lot created only from Lot 4 of the Maytubby Short Plat would be benefited; and iii) a sixth lot, created only from Lot 4 of the Maytubby Short Plat would be benefited, provided, however, that creation of such sixth lot shall first be approved by Grantor, as required by the Protective Covenants. This easement may not be extended to benefit any property outside Grantee's Property or any lots on Grantee's Property in excess of those specifically set forth above.

4. This easement is further limited to provide access to Grantee's Property only via a maximum of four driveways connecting Grantee's Property directly to Upper Lakeview Road as follows: i) three existing driveways, one each on Lots 1, 2, and 4 of the Maytubby Short Plat; and ii) one additional driveway to be built approximately between Lots 3 and 4 of the Maytubby Short Plat. A fifth driveway, connecting Lot 4 of the Maytubby Short Plat to privately owned Summit Road (designated Longview Road on the Maytubby Short Plat) on Tax Lot #03-10-03-00-0223, could be benefited only if the owner of Tax Lot #03-10-03-00-0223 grants an easement to Grantee for the use of Summit Road.

5. Grantee shall pay all road maintenance and repair assessments made by Grantor in accordance with the its bylaws and the Private Roadway Agreement recorded in the land records of Skamania County at Book 121, Page 781.

6. Grantee assumes all risks in connection with its use, or the use by Grantee's invitees or licensees, of Upper Lakeview Road and shall indemnify and hold Grantor, and its members, directors, officers, employees, and agents, harmless against and from any and all claims, suits, damages, loss or expense, including attorney's fees, for injury to or death of persons or damage to property caused by or in any way arising from Grantee's exercise of the rights granted herein.

7. In the event that Skamania County, or any other governmental agency, requires improvements or change to Upper Lakeview Road due to Grantee's development of Grantee's Property, Grantee assumes full and total responsibility, including payment of all costs, for accomplishment of such improvements or changes.

8. This easement is subject to all existing rights of way and encumbrances of record. Grantor reserves the right to use Upper Lakeview Road for the purposes granted herein and to grant similar rights to others.

9. This easement shall run with the land and is binding upon and shall run to the benefit of the parties hereto, their successors, assigns, transferees, and grantees.

DATED as of the 30th day of August, 1999.

GRANTOR:

NORTHWESTERN LAKE DEVELOPMENT HOMEOWNERS' ASSOCIATION

By Mark King  
Mark King, President

STATE OF Washington )  
County of Skamania )

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I certify that I know or have satisfactory evidence that MARK KING, as President of Northwestern Lake Development Homeowners' Association, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be the free and voluntary act of the Association for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 1999.



Name Peggy B. Lowry  
Notary Public in and for the  
State of Washington  
Commission expires: 2/23/03



EXHIBIT A  
SCOTT MAYTUBBY SHORT PLAT  
W 1/2 OF W 1/2 S 3 T3N R10E WM  
IN SKAMANIA COUNTY WA

