

AFTER RECORDING MAIL TO:

Cascade Equipment and Development, LLC
121 Goodrich Road
Carson, WA 98610
(509) 427-4934

FILED FOR RECORD
SKAMANIA CO. WASH.

BY *Darlene Goodrich*

JUL 11 3 17 PM '03

U. Jermann
J. MICHAEL SANWISON

REAL ESTATE EXCISE TAX

N/A

JUL 11 2003

PAID

N/A

by deposit

SKAMANIA COUNTY TREASURER

Registered ☒
Recorded ☒
Index ☒
Filed ☒
Noted ☒

EASEMENT DEED

THIS AGREEMENT made and entered into on July 11, 2003, by and between **Cascade Equipment and Development, LLC**, hereinafter called the first party, and **Cascade Equipment and Development, LLC**, hereinafter called the second party, WITNESSETH:

WHEREAS, the first party is the owner of record of the following described real property in Skamania County, State of Washington.

Lot 1 of the John Bastrom Short Plat No. 3 as recorded in Book 2, Page 141A of Short Plats, lying in the NW 1/4, NE 1/4, Section 20, Township 3 North, Range 8 East, W.M., Skamania County, Washington.

Tax Parcel #03-08-20-2-1-0400-00

And has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real estate in that County and State.

Lot 2 of the John Bastrom Short Plat No. 2 as recorded in Book 2, Page 140A of Short Plats, lying in the NW 1/4, NE 1/4, Section 20, Township 3 North, Range 8 East, W.M., Skamania County, Washington.

Tax Parcel #03-08-20-2-1-0408-00

*EASE
7-11-03
JLM*

NOW, THEREFORE, in view of the premises and in consideration of \$1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement for ingress, egress, and public and private utilities.

The second party shall have all right of ingress and egress to and from the real estate and all rights to construct, maintain and repair private utilities, and to allow construction, maintenance and repair of public utilities, and as except in hereinafter provided to cut, trim, and remove trees, brush, overhanging branches, and other obstructions, necessary for the second party's use, enjoyment, and operation of the easement hereby granted, all rights and privileges incident thereto.

The above described real estate of the second party is to be divided into seven lots known as the Stacey Acres Subdivision. The easement rights described above shall also be valid for successor in interest lot owners within this subdivision. The easement rights are not valid for any further division of the lots of Stacey Acres. The easement rights also are not valid for any other division of the above described property of the second party should the Stacey Acres Subdivision not be completed.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party and successors in interest as defined above agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetual. The easement is described as follows:

The West 30 feet and the South 36 feet of Lot 1 of the John Bastrom Short Plat No. 3, as recorded in Book 2, Page 141A of Short Plats, records of Skamania County, lying in the NW 1/4, NE 1/4, Section 20, Township 3 North, Range 8 East, W.M., Skamania County, Washington.

EASE 3-8-20-2-1-100

6/11 7-11-03

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the second party and their successors in interest as described above.

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest. Successors in interest are as described above for the second party.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if

any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

CASCADE EQUIPMENT AND DEVELOPMENT, LLC

By Darlene Goodrich member
(first party)

STATE OF WASHINGTON)

County of Skamania)

ss.

This instrument was acknowledged before me on this 11th day of July, 2003, by Darlene Goodrich as Member of Cascade Equipment and Development, LLC.

Donna Rush
Notary Public for Washington

My commission expires: 8-15-03

CASCADE EQUIPMENT AND DEVELOPMENT, LLC

By Darlene Goodrich member
(second party)

STATE OF WASHINGTON)

County of Skamania)

ss.

This instrument was acknowledged before me on this 11th day of July, 2003, by Darlene Goodrich as Member of Cascade Equipment and Development, LLC.

Donna Rush
Notary Public for Washington

My commission expires: 8-15-03