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After recording mail to: Dorothy Bowman Rajala
P. O. Box 122
La Center, Washington 98629

SK-13641

2-5000

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GRANT OF EASEMENT

Effective Date:

December ^{15th} 1984

Parties:

Arthur J. Balogh, a single person, hereinafter referred to as "Trustee"

Arthur J. Balogh, as his separate property, hereinafter referred to as "Arthur"

Richard A. Balogh, as his separate property, hereinafter referred to as "Richard"

Gary L. Balogh, as his separate property, hereinafter referred to as "Gary"

Dorothy Bowman Rajala, as her separate property, hereinafter referred to as "Rajala"

RECITALS:

A. Trustee is vested in fee simple title to the following described real property, situated in Skamania County, Washington, and more particularly described as follows:

The Southwest quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian.

B. Trustee holds title to the real property described in Recital "A" for the following beneficiaries, to the extent as hereinafter specified:

1. With reference to a forty-five (45%) percent undivided interest therein, Trustee holds title for the benefit of Gary, pursuant to two separate trust agreements, each dated May 29, 1981, and recorded respectively in the records of Skamania County, Washington, in Book 79, Pages 897 through 900, and Book 79, Pages 902 through 905.
2. Trustee holds title to said real property as the trustee for Richard, to the extent of a forty-five (45%) percent undivided

1984

183

interest therein, as set forth in two separate trust agreements, each dated May 29, 1981, and recorded respectively in Book 79, Pages 912 through 915, and Book 79, Pages 907 through 910, records of Skamania County, Washington.

3. Trustee holds title to said real property for the benefit of Arthur J. Balogh to the extent of a ten (10%) percent undivided interest therein, in accordance with Trust Agreement dated May 29, 1981, and recorded in Book 79, Pages 917 through 921, records of Skamania County, Washington.
4. The Trust Agreements for Richard and Gary are nonrevocable. The Trust Agreement for Arthur is revocable by Arthur J. Balogh, the Trustor thereof.

C. Dorothy Bowman Rajala, as her separate property, is vested in fee simple title to the following described real property:

The North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Said real property is hereinafter referred to as the "Rajala Tract", and Dorothy Bowman Rajala is hereinafter referred to as "Rajala".

D. The real property described in Recital "A" is hereinafter referred to as the "Balogh Tract".

E. The Rajala tract does not have access for ingress, egress and/or utilities. The parties have reached agreement to provide access over, across and under a portion of the Balogh property for the benefit of the Rajala property.

F. The parties wish to provide for certain water rights to be held by Balogh, and his successors in interest to the Balogh tract.

NOW, THEREFORE, IT IS AGREED:

1. Grant of Easement. Arthur J. Balogh, individually, and as Trustee of the trust described in Recitals "A" and "B", herewith grants, conveys, and warrants to Dorothy Bowman Rajala, her heirs and assigns forever, an easement over, across, and under the following described real property, situated in Skamania County, Washington, and more particularly described as follows:

That portion of the Northerly 30 feet of the Southwest quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, which lies

East of Labarre Road, Skamania County,
Washington.

Said Easement shall be for the purpose of ingress, egress, and utilities and for the benefit of the following described real property:

Situated in Skamania County, Washington, and being the North half of the Southeast quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian.

2. Grant of Easement and of Water Rights. Rajala grants to Balogh, individually, and as Trustee, his heirs and assigns, the right to use water from a spring located on the westerly 50 feet of the Rajala Tract, provided that said water shall be for domestic use only, and shall be used only for the benefit of those persons deriving title to a portion or all of the Balogh Tract. In addition, Rajala grants, conveys and warrants to Balogh, individually and as Trustee, and those persons deriving title to the Balogh Tract from Balogh, an easement over, across, and under the Rajala Tract, extending from a point on the East boundary of the Balogh Tract which is West of the spring, and running to the spring, for the purpose of maintaining said spring, installing pumps and storage containers which are reasonably required for the use of said water, and installing conduits for the conveyance of such water to the Balogh Tract.

Rajala shall have no liability to Balogh for the quantity and quality of the water derived from said spring. Rajala has made no representations or warranties in regard thereto whatsoever.

3. Obligation to Fence. Rajala agrees to construct a three-strand barbed wire fence along the Southerly boundary of the easement described in paragraph 1, extending from Labarre Road to the westerly line of the Rajala Tract.

4. Obligation to Maintain. Rajala, her heirs and assigns shall maintain the easement granted in paragraph 1, and Balogh shall have no responsibility therefor. Balogh, his heirs and assigns, shall maintain the easement provided in paragraph 2, and Rajala, her heirs and assigns shall have no responsibility therefor.

5. Monetary Consideration. Rajala agrees to pay the sum of Two Thousand (\$2,000) Dollars to Balogh upon execution of this Agreement.

6. Execution of Documents. In the event that Balogh wishes to register water rights granted pursuant to paragraph 2, Rajala shall execute such documents as shall be required to confirm or establish said water rights, and the right of easement, as described in paragraph

2, provided that Balogh shall pay all legal costs, filing fees, and other expenses incurred in connection therewith.

DATED this 3 day of December, 1984.

Arthur J. Balogh
Arthur J. Balogh, individually and
as Trustee for Gary L. Balogh, Richard
A. Balogh, and Arthur J. Balogh.

Dorothy Bowman Rajala
Dorothy Bowman Rajala

STATE OF WASHINGTON)
 :SS
County of Clark)

On this day personally appeared before me Arthur J. Balogh, individually and as Trustee for Gary L. Balogh, Richard A. Balogh, and Arthur J. Balogh, to me known to be the individual described in and who executed the 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 3 day of December, 1984.

Nancy J. Lucas
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver.

STATE OF WASHINGTON)
 :SS
County of Clark)

On this day personally appeared before me Dorothy Bowman Rajala, to me known to be the individual described in and who executed the 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 1st day of December, 19884.

Paul S. Day
NOTARY PUBLIC in and for the State of
Washington, residing at Vancouver.