

2-6-5900

2-6-27-P

GRANT OF EASEMENT

1. Effective Date: June 28, 1985
2. Grantor: HAZEL O. PRICE, a Widow
3. Grantee: LEWIS RIVER PROPERTIES, INC., a Washington corporation
4. Easement Defined.



The grantor hereby conveys to grantee a 60-foot easement in, to and over a strip of land the legal description of the center line of which is described on Exhibit "A" attached. This easement is for purposes of ingress, egress and utilities for grantee's property described as follows:

The North 1/2 of the Southeast 1/4, and the North 1/2 of the Southeast 1/4 of the Southeast 1/4, of Section 27, Township 2 North, Range 6 East W.M.; EXCEPT the West 520 feet of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the said Section 27, located in Skamania County, Washington.

Grantor reserves the right to use the easement area for access and utilities for her real estate on which the easement is located.

5. Easement Agreement.

a. Grantee is to construct a road 16-feet wide on said easement which road will meet all requirements of Skamania County, <sup>private road</sup>

b. The road will be completed by November 30, 1986. If it is not completed by such date this easement shall then be null and void.

c. All slashing resulting from the construction will be burned or spread by grantee to the satisfaction of grantor.

d. Earth removed during construction will be spread on the easement area by grantee.

e. Any payment, if any, received by grantee for timber fallen and sold from the easement area will be turned over to grantor.

f. The easement area will be maintained in accordance with the terms of Exhibit "B" attached.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 28 day of June, 1985.

GRANTORHazel O. Price

HAZEL O. PRICE

GRANTEE

LEWIS RIVER PROPERTIES, INC.

BY: Roy A. Elmer

ROY A. ELMER

President

Kathleen L. Elmer

KATHLEEN L. ELMER

Secretary

Grant of Easement  
Page 1

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LAW OFFICES OF  
Landerholm, Memovich,  
Lansverk, Whitesides,  
Wilkinson, Klossner,  
& Perry, Inc., P.S.  
Broadway at Evergreen, Suite 400  
P.O. Box 1086  
Vancouver, Washington 98656  
(206) 696-3312

STATE OF WASHINGTON)  
 ) ss.  
 County of )

On this day personally appeared before me HAZEL O. PRICE, a widow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that this instrument was signed freely and voluntarily, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25<sup>th</sup> day of June, 1985.

John C. Lawton  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Brent Ridge

STATE OF WASHINGTON)  
 ) ss.  
 County of Clark )

On this day personally appeared before me ROY A. ELMER and KATHLEEN L. ELMER, to me known to be the President and Secretary, respectively, of LEWIS RIVER PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

GIVEN under my hand and official seal this 28 day of June, 1985.

Roy A. Elmer  
 NOTARY PUBLIC in and for the State of  
 Washington, residing at Vancouver

STATE OF WASHINGTON }  
 COUNTY OF SKAGAMAWA } ss.  
 I HEREBY CERTIFY THAT THE WITHIN  
 INSTRUMENT OF WRITING FILED BY  
B. WIN C. LANDERHOLM  
PO Box 1086  
OF VANCOUVER, WA 98666  
1:45 P.M. JULY 2 1985  
 WAS RECORDED IN BOOK 84  
DEED AT PAGE 229  
 RECORDS OF SKAGAMAWA COUNTY WITH  
Jim (Name)  
 COUNTY AUDITOR  
Ed (Name) DEPUTY

99436

BOOK 84 PAGE 731



**LAWSON**  
LAND SURVEYING

- Land Surveying
- Professional Engineering

14612-A N.E. FOURTH PLAIN ROAD

VANCOUVER, WASHINGTON 98662

(206) 256-8008

Exhibit A

BEGINNING at a point on the South line of the Southwest one-quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, South  $89^{\circ} 08' 43''$  East, 143.52 feet from the Southwest corner of said Southwest one-quarter of Section 27;

THENCE North  $11^{\circ} 00' 15''$  West, 92.60 feet to a 175-foot radius curve to the left, the chord of which bears North  $35^{\circ} 31' 55''$  West, 145.30 feet;

THENCE along said curve 149.83 feet;

THENCE North  $60^{\circ} 03' 34''$  West, 238.12 feet to a 250-foot radius curve to the right, the chord of which bears North  $45^{\circ} 04' 06''$  West, 129.34 feet;

THENCE along said curve 130.82 feet;

THENCE North  $30^{\circ} 04' 37''$  West, 33.11 feet to a 175-foot radius curve to the right, the chord of which bears North  $43^{\circ} 41' 03''$  West, 82.34 feet;

THENCE along said curve 83.12 feet;

THENCE North  $57^{\circ} 17' 29''$  West, 77.36 feet to a 200-foot radius curve to the right, the chord of which bears North  $42^{\circ} 34' 42''$  West, 101.59 feet;

THENCE along said curve 102.72 feet;

THENCE North  $27^{\circ} 51' 56''$  West, 151.54 feet to a 150-foot radius curve to the left, the chord of which bears North  $58^{\circ} 42' 49''$  West, 153.83 feet;

THENCE along said curve 161.52 feet;

THENCE North  $89^{\circ} 33' 42''$  West, 175.41 feet to a 250-foot radius curve to the left, the tangent of which bears South  $73^{\circ} 20' 59''$  West, 146.92 feet;

THENCE along said curve 149.13 feet;

THENCE South  $56^{\circ} 15' 41''$  West, 131.96 feet to the center of Woodard Creek County Road.



EXHIBIT "B"

ROAD MAINTENANCE AGREEMENT

1. Grantor and grantee own adjoining property in Section 27, Township 2 North, Range 6 East, W.M. The attached Grant of Easement defines the easement located on grantor's land as being for the benefit of grantor's and grantee's land.

2. The owners of grantee's land and grantor's land (including their successors in interest) shall be responsible on a pro rata basis for the cost of maintaining and repairing the road on the easement herein granted. Each landowner's pro rata share shall be determined by dividing the number of dwellings on his land by the number of dwellings bound for the maintenance of said road. So long as a landowner does not have a dwelling on his land, he is not required to pay any portion of the cost of maintaining and repairing the road on the easement. The word "dwelling" shall include temporary residences.

3. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the roads in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.

4. If a road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at his own expense.

5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding

Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

6. The covenants contained in paragraphs 2 through 5 shall be binding and effective until July 1, 2015 and they shall be extended automatically until July 1, 2025, unless the owners of 70% in area of the land using the road shall sign an instrument modifying or terminating them and record said instrument prior to June 1, 2015: PROVIDED, modifications may be made at any time by the owners of 80% in area of the land. Any modifications shall be evidenced by a suitable instrument filed for public record.

DATED this 28 day of June, 1985.

Hazel O. Price  
HAZEL O. PRICE

LEWIS RIVER PROPERTIES, INC.

BY: Roy A. Elmer  
ROY A. ELMER President

BY: Kathleen L. Elmer  
KATHLEEN L. ELMER Secretary