

126700

EASEMENT

BOOK 160 PAGE 787

Grantor, SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 6, for the sum of \$1.00 and on the promises and conditions described below, does hereby grant and convey to the Grantee, NORTHWOODS HOMEOWNERS ASSOCIATION, the right, privilege and easement to have, maintain and operate the water system (shed, chlorinator and well) now existing on the following described real property located in the Northwest Quarter of the Southwest Quarter of Section 25, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington; to-wit:

BEGINNING at a Department of Natural Resources concrete monument with brass cap at the West quarter corner of Section 25 as shown on the plat of "The Northwoods" as recorded in Book "J" of Plats at page 449, Records of the Skamania County Auditor; thence South 00 deg. 06' 56" East along the West line of Section 25 for a distance of 815.00 feet; thence North 89 deg. 53' 04" East at right angles to the West line of Section 25 for a distance of 93.79 feet to a 1/2 inch iron rod on the Easterly line of an 88 foot right-of-way for the U.S. Forest Service "90 Road" (also shown on "The Northwoods"); thence North 27 deg. 45' 31" West along said Easterly right-of-way line 115.95 feet to a 1/2 inch iron rod on the South right-of-way line of a 30 foot right-of-way for the "BG-EC-1000 Road"; thence North 86 deg. 00' 00" East following said Southerly right-of-way line 109.92 feet to a 1/2 inch iron rod; thence along the arc of a 200 foot radius curve to the left for an arc distance of 185.00 feet to a 1/2 inch iron rod; thence North 33 deg. 00' 00" East 71.12 feet to a 1/2 inch iron rod; thence leaving said right-of-way line North 89 deg. 53' 04" East 21.32 feet to a 1/2 inch iron rod; thence South 00 deg. 06' 56" East, 260.00 feet to a 1/2 inch iron rod; thence South 89 deg. 53' 04" West, 270.00 feet to the TRUE POINT OF BEGINNING.

1. This easement shall continue and remain valid for so long as the Grantee, or its assignee, actively uses, as its primary water source, the aforescribed shed, chlorinator and well to service the Northwoods Homeowners Association properties.

2. The Grantee shall have the right to enter onto the above described real property to repair, improve, operate and maintain the water system, including the shed, well, chlorinator and the pipes leading from the well, whenever such repair, maintenance and operation is necessary. Grantee shall also have the right to cut and trim trees, brush or shrubbery that may from time to time interfere with or threaten to endanger the operation and maintenance of said water system.

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Gary M. Martin, Skamania County Auditor
 Date 11-14-96 Page 1 of 1-6-25-800
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3. Grantee shall always return the property to the condition it was in prior to its activities and shall take all reasonable steps to not interfere with the Grantor's private and quiet enjoyment of the property.

4. Grantor shall be given the right and allowed to use, for domestic purposes, the water from the existing well.

5. The Grantee agrees to assume any and all liability arising out of its use of this easement and/or any activities hereunder, including any omissions, and shall, by the acceptance of this easement, hold SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 6 harmless for any liability whatsoever and shall defend said Fire District from any and all suits or actions relating to its use of this easement. [GRANTOR MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE WATER AND GRANTEE ASSUMES ALL OF THE RISKS OF USING SAID WELL, CHLORINATOR, PIPELINES OR WATER.] Grantee shall also assume all liability and hold Skamania County harmless for any injuries or damages caused to third persons who may suffer injuries or damages as a result of their activities on the subject property or from use of the well. Grantee shall take all reasonable steps to insure that the well, pipes, and chlorinator are maintained in a safe condition and that any dangers associated with the Grantee's use of this easement are clearly marked with warning signs.

6. This agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

7. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and that any actions to enforce or defend the terms of this agreement will be initiated in a court of competent jurisdiction within Skamania County.

8. In the event of any controversy, claim, or dispute relating to this instrument or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorneys fees and costs.

FILED FOR RECORD
SKAMANIA CO. WASH
BY Skamania County

Nov 14 11 02 AM '96

P. Olson
AUDITOR
GARY H. OLSON

DATED: _____, 1996.

SKAMANIA COUNTY
FIRE PROTECTION DISTRICT NO. 6

William J. Saffit
Title: *Comm.*

William J. Saffit
Title: *Comm.*

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DATED: SEPTEMBER 21, 1996.

NORTHWOODS HOMEOWNERS ASSOCIATION

Louis C. Getsinger
Title: LOUIS C. GETSINGER, TREASURER

David W. Peal
Title: DAVID W. PEAL, BOARD MEMBER

Michael Gaines
Michael GAINES President

STATE OF WASHINGTON)
County of Clack) ss.

I certify that I know or have satisfactory evidence that LOUIS GETSINGER AND DAVID PEAL, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the same and acknowledged it as the DISTRICT NO. 6 of SKAMANIA COUNTY FIRE PROTECTION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



DATED: 9-21-96, 1996.

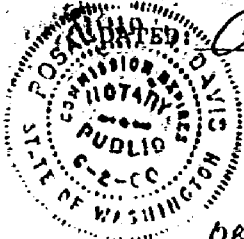
Claudia Rowe
NOTARY PUBLIC, State of Washington
Residing at Vancouver
My Commission Expires 9-1-97

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that William Seifert, Commissioner in Chief, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the same and acknowledged it as

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the Commissioner of ~~NORTHWOODS HOMEOWNERS~~
ASSOCIATION, to be the free and voluntary act of such party for the
uses and purposes mentioned in the instrument.



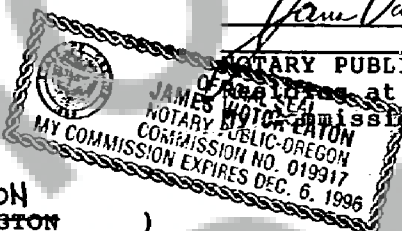
Oct. 14, 1996.

Rosalind M. Davis
Rosalind M. Davis
NOTARY PUBLIC, State of Washington
Residing at Stevenson
My Commission Expires 6/2/00

Oregon
STATE OF WASHINGTON)
Washington) SS:
County of Skamania)

I certify that I know or have satisfactory evidence
that Henry E. White, are the
persons who appeared before me, and said persons acknowledged
that they signed this instrument, on oath stating that they
were authorized to execute the same and acknowledged it as
the _____ of Skamania County
Fire Protection District No. 6, to be the free and voluntary
act of such party for the uses and purposes mentioned in the
instrument.

DATED: October 14, 1996.

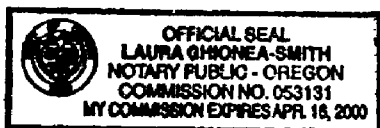


OREGON
STATE OF WASHINGTON)
WASHINGTON) SS:
County of Skamania)

I certify that I know or have satisfactory evidence
that MICHAEL GAINES, are the
persons who appeared before me, and said persons acknowledged
that they signed this instrument, on oath stating that they
were authorized to execute the same and acknowledged it as
the _____ of Skamania County
Fire Protection District No. 6, to be the free and voluntary
act of such party for the uses and purposes mentioned in the
instrument.

FD#6

DATED: 10/18, 1996



LAURA GHIONEA-SMITH
Laura Ghionea-Smith
NOTARY PUBLIC, State of Washington OREGON
Residing at Portland, Oregon
My Commission Expires: April 16, 2000