

**127551**

BOOK 163 PAGE 279

FILED FOR RECORD  
STATE OF NEW YORK  
BY *Kielpinski & Assoc.*

Mar 12 9 54 AM '97

*Olson*  
GARY H. OLSON

**AFTER RECORDING MAIL TO:**

**Kielpinski & Associates, P.C.**  
**P.O. Box 510**  
**Stevenson WA 98648**  
**(509) 427-5665**

**Document Title(s) or transactions contained therein:**

1. Agreement for Easement, Maintenance & Liability for Manzanola Road

**Grantor(s):** [Last name first, then first name and initials]

1. KASER, Thomas H.
2. KASER, Barbara

☐ Additional names on page \_\_\_\_\_ of document \_\_\_\_\_

Grantee(s): [Last name first, then first name and initials]

1. FEAMMELLI, Leonard
2. BROUGHTON LUMBER COMPANY

☐ Additional names on page      of document

**Abbreviated Legal Description:**

**Kaser property:** Lot 4, Blk 10, Manzanola Orchard Tracts, Book A, Page 37, in SE 1/4 of NW 1/4 of SE 1/4, Sec. 10, Twp. 3N, Range 9E.

**Feammelli property:** Lot 4, Blk 6, Manzanola Tracts.

**Broughton property:** Lot 4, Blk 6, Manzanola Tracts.  
**Broughton property:** Lot 2, Blk 5, Manzanola Tracts; Lot 3, Blk 5  
 Manzanola Tracts; and Lot 1, Blk 10 Manzanola Tracts.

☐ Complete legal description is on page 7-8-9 of document

Reference Number(s) of Documents Assigned or Released:  
(Bk/Pg/Aud#)

1. None

☐ Additional numbers on page      of document

**Assessor's Property Tax Parcel/Account Number(s):**

1. Kaser: 3-9-10-1400  
2. Fammelli: 3-9-10-900  
3. Broughton: 3-9-10-600; portion of 3-9-10-100

☐ Property Tax Parcel ID is not yet assigned

Indexed, Cir ☒  
 Direct ☒  
 Indirect ☐  
 Other ☐

**Gary H. Martin, Stanislaus County Assessor**

Date 7/12/57 Parcel #           

3-3-10-1400, 600, 800, 1000, 1200, 1400, 1600, 1800, 2000, 2200, 2400, 2600, 2800, 3000, 3200, 3400, 3600, 3800, 4000, 4200, 4400, 4600, 4800, 5000, 5200, 5400, 5600, 5800, 6000, 6200, 6400, 6600, 6800, 7000, 7200, 7400, 7600, 7800, 8000, 8200, 8400, 8600, 8800, 9000, 9200, 9400, 9600, 9800, 10000, 10200, 10400, 10600, 10800, 11000, 11200, 11400, 11600, 11800, 12000, 12200, 12400, 12600, 12800, 13000, 13200, 13400, 13600, 13800, 14000, 14200, 14400, 14600, 14800, 15000, 15200, 15400, 15600, 15800, 16000, 16200, 16400, 16600, 16800, 17000, 17200, 17400, 17600, 17800, 18000, 18200, 18400, 18600, 18800, 19000, 19200, 19400, 19600, 19800, 20000, 20200, 20400, 20600, 20800, 21000, 21200, 21400, 21600, 21800, 22000, 22200, 22400, 22600, 22800, 23000, 23200, 23400, 23600, 23800, 24000, 24200, 24400, 24600, 24800, 25000, 25200, 25400, 25600, 25800, 26000, 26200, 26400, 26600, 26800, 27000, 27200, 27400, 27600, 27800, 28000, 28200, 28400, 28600, 28800, 29000, 29200, 29400, 29600, 29800, 30000, 30200, 30400, 30600, 30800, 31000, 31200, 31400, 31600, 31800, 32000, 32200, 32400, 32600, 32800, 33000, 33200, 33400, 33600, 33800, 34000, 34200, 34400, 34600, 34800, 35000, 35200, 35400, 35600, 35800, 36000, 36200, 36400, 36600, 36800, 37000, 37200, 37400, 37600, 37800, 38000, 38200, 38400, 38600, 38800, 39000, 39200, 39400, 39600, 39800, 40000, 40200, 40400, 40600, 40800, 41000, 41200, 41400, 41600, 41800, 42000, 42200, 42400, 42600, 42800, 43000, 43200, 43400, 43600, 43800, 44000, 44200, 44400, 44600, 44800, 45000, 45200, 45400, 45600, 45800, 46000, 46200, 46400, 46600, 46800, 47000, 47200, 47400, 47600, 47800, 48000, 48200, 48400, 48600, 48800, 49000, 49200, 49400, 49600, 49800, 50000, 50200, 50400, 50600, 50800, 51000, 51200, 51400, 51600, 51800, 52000, 52200, 52400, 52600, 52800, 53000, 53200, 53400, 53600, 53800, 54000, 54200, 54400, 54600, 54800, 55000, 55200, 55400, 55600, 55800, 56000, 56200, 56400, 56600, 56800, 57000, 57200, 57400, 57600, 57800, 58000, 58200, 58400, 58600, 58800, 59000, 59200, 59400, 59600, 59800, 60000, 60200, 60400, 60600, 60800, 61000, 61200, 61400, 61600, 61800, 62000, 62200, 62400, 62600, 62800, 63000, 63200, 63400, 63600, 63800, 64000, 64200, 64400, 64600, 64800, 65000, 65200, 65400, 65600, 65800, 66000, 66200, 66400, 66600, 66800, 67000, 67200, 67400, 67600, 67800, 68000, 68200, 68400, 68600, 68800, 69000, 69200, 69400, 69600, 69800, 70000, 70200, 70400, 70600, 70800, 71000, 71200, 71400, 71600, 71800, 72000, 72200, 72400, 72600, 72800, 73000, 73200, 73400, 73600, 73800, 74000, 74200, 74400, 74600, 74800, 75000, 75200, 75400, 75600, 75800, 76000, 76200, 76400, 76600, 76800, 77000, 77200, 77400, 77600, 77800, 78000, 78200, 78400, 78600, 78800, 79000, 79200, 79400, 79600, 79800, 80000, 80200, 80400, 80600, 80800, 81000, 81200, 81400, 81600, 81800, 82000, 82200, 82400, 82600, 82800, 83000, 83200, 83400, 83600, 83800, 84000, 84200, 84400, 84600, 84800, 85000, 85200, 85400, 85600, 85800, 86000, 86200, 86400, 86600, 86800, 87000, 87200, 87400, 87600, 87800, 88000, 88200, 88400, 88600, 88800, 89000, 89200, 89400, 89600, 89800, 90000, 90200, 90400, 90600, 90800, 91000, 91200, 91400, 91600, 91800, 92000, 92200, 92400, 92600, 92800, 93000, 93200, 93400, 93600, 93800, 94000, 94200, 94400, 94600, 94800, 95000, 95200, 95400, 95600, 95800, 96000, 96200, 96400, 96600, 96800, 97000, 97200, 97400, 97600, 97800, 98000, 98200, 98400, 98600, 98800, 99000, 99200, 99400, 99600, 99800, 100000, 100200, 100400, 100600, 100800, 101000, 101200, 101400, 101600, 101800, 102000, 102200, 102400, 102600, 102800, 103000, 103200, 103400, 103600, 103800, 104000, 104200, 104400, 104600, 104800, 105000, 105200, 105400, 105600, 105800, 106000, 106200, 106400, 106600, 106800, 107000, 107200, 107400, 107600, 107800, 108000, 108200, 108400, 108600, 108800, 109000, 109200, 109400, 109600, 109800, 110000, 110200, 110400, 110600, 110800, 111000, 111200, 111400, 111600, 111800, 112000, 112200, 112400, 112600, 112800, 113000, 113200, 113400, 113600, 113800, 114000, 114200, 114400, 114600, 114800, 115000, 115200, 115400, 115600, 115800, 116000, 116

AGREEMENT FOR EASEMENT, MAINTENANCE  
AND LIABILITY FOR MANZANOLA ROAD

THIS AGREEMENT is entered into by and between THOMAS H. KASER <sup>THK</sup>  
and BARBARA KASER, husband and wife, hereinafter sometimes referred <sup>BPK</sup>  
to as "First Parties," and LEONARD FEAMMELLI, a single man, <sup>LF</sup>  
BROUGHTON LUMBER COMPANY, a Washington corporation, ~~STANLEY GUY~~ <sup>RAS</sup>  
~~ECCLES and JANET ECCLES husband and wife, and JAMES H. LaFOLLETTE~~ <sup>RAS</sup>  
and <sup>RAS</sup> ~~JUNE LaFOLLETTE~~, husband and wife, hereinafter referred to  
collectively as "Second Parties."

WHEREAS, First Parties are the owners of that certain real  
property situate in Skamania County, Washington described on  
Exhibit A attached hereto and incorporated herein and hereinafter  
sometimes referred to as "Lot 1400"; and

WHEREAS, Leonard Feammelli is the owner of that certain real  
property situate in Skamania County, Washington described on  
Exhibit B attached hereto and incorporated herein and hereinafter  
sometimes referred to as "Lot 900";

WHEREAS, Broughton Lumber Company is the owner of that certain  
real property situate in Skamania County, Washington described on  
Exhibit C attached hereto and incorporated herein and hereinafter  
sometimes referred to as "Lot 600";

~~WHEREAS, Stanley Guy Eccles and Janet Eccles and James H. LaFollette and June LaFollette are the owners as tenants in common of that certain real property situate in Skamania County, Washington described on Exhibit D attached hereto and incorporated herein and hereinafter sometimes referred to as "Lot 1000";~~

RAS  
L.F.  
THK  
BPK

WHEREAS, Manzanola is a county road which crosses Lot 1400 as shown on Exhibit E attached hereto and incorporated herein;

WHEREAS, the Skamania County Commissioners have determined that it is not advisable to preserve Manzanola Road for the county road system and have vacated Manzanola Road in accordance with the procedures established in RCW Chapter 35.79 et seq.;

WHEREAS, First Parties have adequate access to Lot 1400 by Little Rock Creek Road, which is also a county road, and they do not intend to use Manzanola Road for access to Lot 1400;

WHEREAS, Second Parties desire to continue using Manzanola Road for access; and

WHEREAS, the parties wish to enter this agreement to provide for the use of Manzanola Road by Second Parties;

NOW, THEREFORE, for and in consideration of the use of Manzanola Road by Second Parties, the parties agree as follows:

1. **Easement.** THOMAS H. KASER and BARBARA KASER, husband and wife, hereby grant, bargain and convey for the use and benefit of Second Parties and their respective properties described in Exhibits B, C and D, an exclusive easement for ingress, egress and utilities, 20 feet in width, the center line of which is the existing Manzanola Road.

L.F.  
THK  
BPK  
RAS



2. **Access.**

a. The entrance to Manzanola Road from Rock Creek Road shall remain locked by a gate, and the First and Second Parties shall be the only persons with access to said road.

b. Costs of installation, maintenance and repair of the gate is to be shared equally by all parties.

c. To minimize road damage and dust and to ensure the safe use of said roadway, the parties will limit the speed of any motor vehicle traveling on said easement, whether operated by themselves, their family members, guests or visitors, to 5 miles per hour.

3. **Maintenance.** All construction, maintenance and repair performed on Manzanola Road and bridge thereon shall be done in a proper, substantial and workmanlike manner, and at the sole expense of Second Parties.

4. **Liability.** Second Parties agree to indemnify and hold First Party harmless against all liability for injury to Second Parties, their guests, invitees, licensees, agents or employees, and for damage to property when such injury or damage shall result from or arise out of or be attributable to use of the road or to any maintenance or repair undertaken pursuant to this agreement, or the lack of such maintenance or repair.

5. **Binding Effect.** This agreement shall constitute a covenant running with the respective lands of the parties and shall bind and inure to the benefit of the parties and their heirs, successors and assigns.

6. **Time and Attorney Fees.** Time shall be of the essence of each and every provision hereof and, in the event of any action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

Thomas H. Kaser  
\_\_\_\_\_  
THOMAS H. KASER  
NOTARY PUBLIC  
STATE OF HAWAII  
COUNTY OF Honolulu ) ss.

Barbara Kaser  
\_\_\_\_\_  
BARBARA KASER

I certify that I know or have satisfactory evidence that Thomas H. Kaser is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 7th day of September, 1996.

Margaret Padetern  
\_\_\_\_\_  
MARGARET PADETERN  
NOTARY PUBLIC  
STATE OF HAWAII  
COUNTY OF Honolulu ) ss.

Print: Margaret Padetern  
NOTARY PUBLIC in and for  
the State of Hawaii  
My commission expires 7/12/99

I certify that I know or have satisfactory evidence that Barbara Kaser is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 7th day of September, 1996.

Margaret Padetern  
\_\_\_\_\_  
Print: Margaret Padetern  
NOTARY PUBLIC in and for  
the State of Hawaii  
My commission expires 7/12/99



BOOK 163 PAGE 284

Leonard Feammelli  
LEONARD FEAMMELLI

STATE OF Oregon )  
COUNTY OF Multnomah ss.

I certify that I know or have satisfactory evidence that Leonard Feammelli is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 15 day of November, 1996.



Tammy L. Hinkle  
Print: Tammy L. Hinkle  
NOTARY PUBLIC in and for  
the State of Oregon  
My commission expires June 3, 2000

Rees A. Stevenson President  
BROUGHTON LUMBER COMPANY

STATE OF WASHINGTON )  
COUNTY OF Steele ) ss.

I certify that I know or have satisfactory evidence that Rees A. Stevenson the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of Broughton Lumber Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 23<sup>rd</sup> day of Sept., 1996.

Deborah A. Broughton  
Print: Deborah A. Broughton  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 12/31/97

BOOK 163 PAGE 286

THOMAS AND BARBARA KASER "LOT 1400"

All of that portion of Lot 4, Block 10, MANZANOLA ORCHARD TRACTS, (also being described as the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East), which lies Northeasterly of the Right of Way Line of Little Rock Road (County Road No. 32240), in the County of Skamania, State of Washington.

3-3-10-1900  
Gary M. Martin, Skamania County Assessor  
Date 9/12/27 Parcel 8  
22-2p

EXHIBIT A



BOOK 163 PAGE 287

LEONARD FEAMMELLI "LOT 900"

Lot 4, Block 6 of Manzanola Tracts in Section 10,  
Township 3 North, Range 9 E.W.M., Skamania County, State  
of Washington, containing 10 acres, more or less,  
pursuant to contract #428, the County of Skamania  
reserving the right to construct roads over said  
property.

Gary H. Martin, Skamania County Assessor  
Date 2/16/97 Parcel # 6-2-10-300

EXHIBIT B

BROUGHTON LUMBER COMPANY "LOT 600"

Gary H. Martin, Skamania County Assessor

Date 5/12/77

Page 288

3-9-10-600 perching 3-9-1400

LOT 2 OF BLOCK FIVE OF MANZANOLA ORCHARD LAND COMPANY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN BOOK "A" OF PLATS, AT PAGE 37. ALSO BEING DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN.

SUBJECT HOWEVER TO RESERVATIONS CONTAINED IN UNITED STATES PATENT ISSUED PURSUANT TO THE ACT OF CONGRESS APPROVED MAY 20, 1862 SAID PATENT BEING DATED MAY 25, 1900 AND RECORDED JULY 16, 1900 AT PAGE 357 OF BOOK "A" OF PATENTS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

SUBJECT ALSO TO EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE, TOGETHER WITH NECESSARY APPURTENANCES GRANTED BY INSTRUMENT RECORDED ON MAY 21, 1954 IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON UNDER RECORDING NO. 45998 IN BOOK 38 OF DEEDS, PAGE 139.

SUBJECT ALSO TO EASEMENT FOR ELECTRIC TRANSMISSION AND DISTRIBUTION LINE TOGETHER WITH NECESSARY APPURTENANCES GRANTED BY INSTRUMENT RECORDED ON OCTOBER 15, 1970 IN THE OFFICE OF THE RECORDING OFFICER OF SKAMANIA COUNTY, WASHINGTON, UNDER RECORDING NO. 72731, BOOK 62 OF DEEDS AT PAGE 270.

SUBJECT ALSO TO RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF SAID PREMISES LYING WITHIN MANZANOLA ROAD AS NOW ESTABLISHED.

TOGETHER WITH LOT 3 OF BLOCK FIVE OF MANZANOLA ORCHARD LAND COMPANY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN BOOK "A" OF PLATS, AT PAGE 37.

AND TOGETHER WITH LOT 1 OF BLOCK TEN OF MANZANOLA ORCHARD LAND COMPANY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN BOOK "A" OF PLATS, AT PAGE 37.