

136542

BOOK 144 PAGE 159

FILED  
SKAMIA COUNTY  
Kiepinski & Woodrich  
Oct 14 12 41 PM '99  
O'Lowry  
GARY H. OLSON

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into this 27th day of September, 1999, by and between RONALD BAUMSTEIGER and SUZANNE BAUMSTEIGER, Husband and Wife, ("Grantors") and WILLIAM A. PROTHERO and LYDIA DEEMS, ("Grantees"),.

RECITALS

A. Grantor is the owner of Lot 8 of the Northwest Lake Development Subdivision. Grantors' property is legally described as:

Lot 8, Northwestern Lake Subdivision, according to the recorded plat thereof recorded in Book 6 of plats, Page 73, in the County of Skamnia, State of Washington, and more particularly described in Skamania County Deed Records, Statutory Warranty Deed recorded in Book 152, Page 738 attached hereto as Exhibit "A" and incorporated herein.

B. Grantee is the owner of Lot 3 of the Charles Seward Short Plat. Grantees' property is legally described as:

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 3, Township 3 North, Range 10 east of the Willamette Meridian in the County of Skamania, State of Washington. Described as follows: Lot 3 of the Charles Seward Short Plat, recorded in Book 3 of Plats, page 181, and more particularly described in Skamania County Deed Records, Statutory Warranty Deed recorded in Book 147, Page 349 attached

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C. Grantor has agreed to grant Grantee a non-exclusive perpetual easement for access over and across Grantors' property on the southeastern corner of the Grantors' Property for the benefit of Grantee's Property.

D. The centerline of said easement intersects the eastern boundary line of Grantors' property at a point that is approximately twenty five feet north of the south east corner of Grantors' property. Thence extending from said point of centerline in a southwesterly direction to the point at which said easement intersects with Lakeside Drive, approximately thirty five feet west of the south east corner, said easement extending eight feet on either side from the center of the easement.

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Grantors hereby grant to Grantees, a non-exclusive perpetual easement for access over and across Grantors' property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement intersects the eastern boundary line of Grantors' property at a point that is approximately twenty five feet north of the south east corner of Grantors' property. Thence extending from said point of centerline in a southwesterly direction to the point at which said easement intersects with Lakeside Drive, approximately thirty five feet west of the south east corner, said easement extending eight feet on either side from the centerline of the easement as shown on the sketch attached as Exhibit "C" and incorporated by this reference (the "easement").

2. The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement.

3. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantors' Property and the Grantees' Property, the Grantors and Grantees, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

4. This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements which may modify or affect this easement agreement. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall



be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Ronald Baumsteiger  
Ronald Baumsteiger

Suzanne Baumsteiger  
Suzanne Baumsteiger

REAL ESTATE EXCISE TAX

N/A

OCT 14 1999

PAID

N/A

William Prothero  
SKAMANIA COUNTY TREASURER

William Prothero  
William Prothero

Lydia Deems  
Lydia Deems

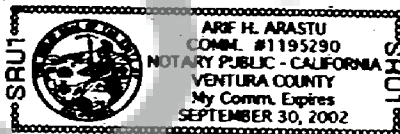
STATE OF CALIFORNIA )  
COUNTY OF VENTURA )

I certify that I know or have satisfactory evidence that Ronald Baumsteiger and Suzanne Baumsteiger, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED 9.27.1999, 1999.

Arif H. Arastu  
NOTARY PUBLIC

My Appointment Expires: 9.30.2002

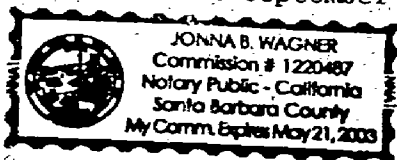


BOOK 194 PAGE 162

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

I certify that I know or have satisfactory evidence that William Prothero signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED October 5<sup>th</sup>, 1999.



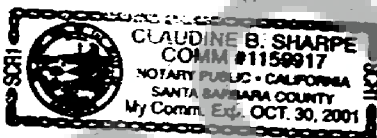
Jonna B. Wagner  
NOTARY PUBLIC

My Appointment Expires: May 21, 2003

STATE OF CALIFORNIA  
COUNTY OF Santa Barbara

I certify that I know or have satisfactory evidence that Lydia Deems signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED October 4, 1999.



Claudine B. Sharpe  
NOTARY PUBLIC

My Appointment Expires: Oct 30, 2001





First American Title Insurance Company

Filed for Record at Request of

Name Ron and Susan Baumsteiger

Address 15323 Mahan Court

City and State Moor Park, CA 93021

SC 19665

123443

Statutory Warranty Deed BOOK 152 PAGE 738

BOOK 194 PAGE 163

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SEAMANIA CO. TITLE

OCT 4 3 25 PM '95

AUDITOR  
GARY M. OLSON

EXHIBIT A  
PAGE 1 OF 1

THE GRANTOR ANDREW HARPER and KIM K. HARPER, as Tenants in Common  
for and in consideration of SIXTY THOUSAND AND 00/100  
in hand paid, conveys and warrants to RONALD P. BAUMSTEIGER and SUZANNE M. BAUMSTEIGER, husband and wife  
the following described real estate, situated in the County of Skamania, State of Washington  
Lot 8, Northwestern Lake Development Subdivision, according to the recorded plat  
thereof, recorded in Book 6 of Plats, Page 71, in the County of Skamania, State of Washington.

SUBJECT TO:

1. Rights of the Public in and to that portion lying within the road.
2. Private Roadway Agreement, including the terms and provisions thereof, recorded December 17, 1990 in Book 121, Page 781, Skamania County Deed Records.
3. Protective Covenants, including the terms and provisions thereof, recorded April 29, 1991 in Book 123, Page 53, Skamania County Deed Records.
4. Easement, as shown on the recorded plat.
5. Conditions, Restrictions and Easements, including the terms and provisions thereof, recorded February 23, 1993 in Book 133, page 590, Skamania County Deed Records.
6. Reservations for Easements, including the terms and provisions thereof, recorded March 31, 1993 in Book 133, Page 954, Skamania County Deed Records.

Dated 9/29 19 95

X Andrew Harper

X Kim K. Harper  
Kim K. Harper S.S. 06/10/1945

DATE at Hartganey Valley, Maryland

James B. Thacker  
NOTARY PUBLIC STATE OF WASHINGTON  
My Commission Expires October 25, 1997

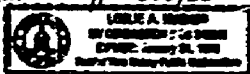
FLORIDA  
STATE OF WASHINGTON  
COUNTY OF MOORE

On this day personally appeared before me  
Andrew M. HARPER

to me known to be the individual of whom there is and who  
executed the within and foregoing instrument, and  
acknowledged that Andrew Harper and the same  
as Andrew Harper and voluntarily act and deed,  
for the uses and purposes therein contained.

GIVEN under my hand and official seal this  
29th day of September, 19 95  
James B. Thacker  
Notary Public in and for the State of Washington, residing at  
3500 OVERSON HIGHWAY  
Summerland Key, FL 33062

LPS-10 (6/94)



STATE OF WASHINGTON  
COUNTY OF MOORE

On this 29th day of September, 19 95  
before me, the undersigned, a Notary Public in and for the State of Washington, duly com-  
missioned and sworn, personally appeared

Andrew Harper  
and Kim K. Harper  
to me known to be the husband and wife  
respective of Andrew Harper and Kim K. Harper  
the corporation that executed the foregoing instrument, and acknowledged that the said in-  
strument was the free and voluntary act and deed of said corporation, for the uses and purposes  
therein contained, and as such stated that  
authorized to execute the said instrument and that the said act is the corporate act of said  
corporation.

Witness my hand and official seal on this day and year first above written.

Notary Public in and for the State of Washington, residing at

3500 OVERSON HIGHWAY  
Summerland Key, FL 33062

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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. REC'D

Dec 1 11 26 AM '94

AUDITOR  
GARY M. OLSON

Filed for Record at Request of  
Columbia Title Company  
AFTER RECORDING MAIL TO:

Name William Prothro, Jr. and Lydia Deems  
Address 21016 Las Canoas Rd  
City, State, Zip Santa Barbara CA 93105

Record number: 14883

This Space Reserved For Recorder's Use

BOOK 194 PAGE 164

EXHIBIT B  
PAGE 1 OF 1

121392

(FULFILLMENT)  
Statutory Warranty Deed BOOK 147 PAGE 349

THE GRANTOR FINLEY MCILHENNEY and MONIQUE MCILHENNEY, husband and wife—

for and in consideration of FULFILLMENT OF CONTRACT  
in hand paid, conveys and warrants to WILLIAM A. PROTHRO, JR. and LYDIA DEEMS, husband and wife—

the following described real estate, situated in the County of SKAMANIA, State of Washington:  
A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3,  
TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF  
SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS: LOT 3 OF THE CHARLES  
SEWARD SHORT PLAT, RECORDED IN BOOK 3 OF PLATS, PAGE 181, SKAMANIA COUNTY DEED  
RECORDS.

N/A  
REAL ESTATE EXCISE TAX

DECAT 7 2004  
PAID \$ 5.00 11/15/04

SKAMANIA COUNTY TREASURER

This deed is given in fulfillment of that certain real estate contract between the parties herein, dated  
19 , and conditioned for the conveyance of the above described property,  
and the covenants of warranty herein contained, shall not apply to any title, interest or encumbrance arising by, through or  
under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or  
becoming due subsequent to the date of said contract.

R. J. Estate Excise Tax was paid on this sale or stamped exempt on Aug 9, 1994, Rec No 1689

Dated this 30 day of August, 1994  
By Finley McIlhenney By Monique McIlhenney  
FINLEY MCILHENNEY MONIQUE MCILHENNEY

STATE OF Georgia  
COUNTY OF Chatham

I certify that I know or have satisfactory evidence that FINLEY MCILHENNEY  
MONIQUE MCILHENNEY  
are the persons who appeared before me, and said person s acknowledged that  
they signed this last instrument and acknowledged it to be their free and voluntary act for the uses and purposes  
mentioned in this instrument.  
Dated: Aug 9, 1994



Wilma H. Hark  
Notary Public in and for the State of Georgia  
Residing at Skaneateles, New York  
My appointment expires 12/31/95

Chatham County, Georgia  
Dr. (Dr.) 3-20-95

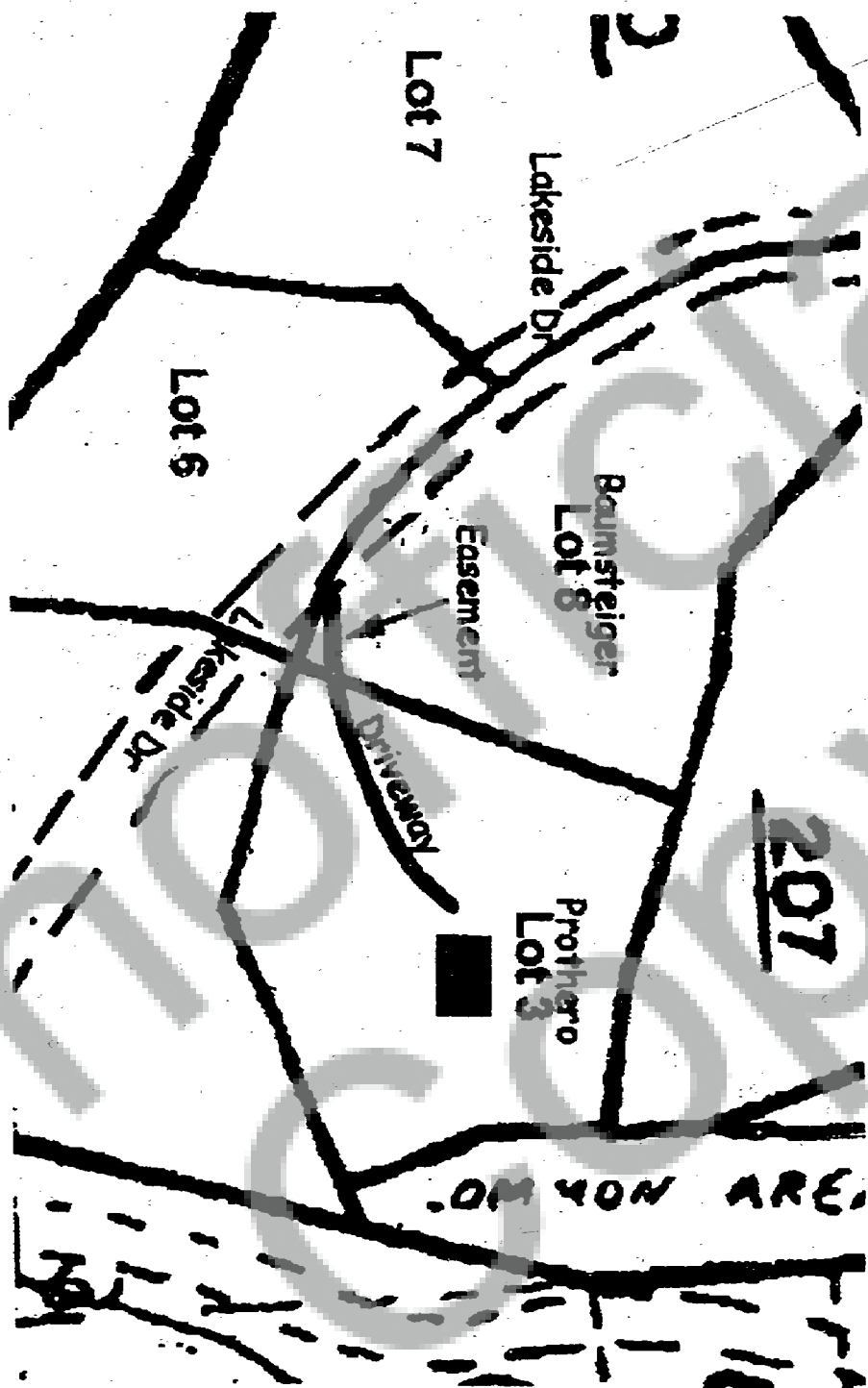


FROM : UPROTHERO

PHONE NO. : 8056871789

Sep. 22 1999 03:07PM P1

BOOK 194 PAGE 165



COMMON ARE.

EXHIBIT C  
PAGE 1 OF 1