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BOOK 201 PAGE 839

## RETURN ADDRESS:

Debbie Sullivan  
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N. Bonneville, WA 98639

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Debbie Sullivan

AUG 18 12 51 PM '00  
D. Bartels  
AUDITOR  
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. EASEMENT Agreement
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

GRANTOR(S) (Last name, first, then first name and initials)

1. ~~Debbie Sullivan~~ Debbie S. Sullivan
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

☐ Additional Names on Page \_\_\_\_\_ of Document.

REAL ESTATE EXCISE TAX

GRANTEE(S) (Last name, first, then first name and initials)

1. Joe Dale and Patti Cyle
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

AUG 18 2000

PAID NA☐ Additional Names on Page \_\_\_\_\_ of Document.

SKAMANIA COUNTY TREASURER

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter Quarter)

TRACT C of Windson Estates II Recorded in Book 8, Page 105 of Skamania County Auditor Records.☐ Complete Legal on Page \_\_\_\_\_ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

None Assigned☐ Additional Numbers on Page \_\_\_\_\_ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☒ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers on Page \_\_\_\_\_ of Document.

EASE  
8-18-00  
GMM

NO PARCEL  
# ASSIGNED -  
COMMON AREA

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

EASEMENT AGREEMENT

THIS AGREEMENT is between Debbie S. Sullivan, a married woman dealing in her separate property (herein "Sullivan"), and Joseph M. Ogle and Patti L. Ogle, husband and wife (herein "Ogle").

RECITALS

1. Sullivan is the owner of proposed Lots 12, 13 and 14 of the pending subdivision of Windsong Estates II, which plat will be a subdivision of Lot 4 of Short Plat A as recorded in Book 3 at Page 212 under Auditor's File No. 113958, records of Skamania County, Washington, a map of which is attached hereto as Exhibit A and incorporated herein (hereinafter referred to as Lots 12, 13 and 14);

2. Ogle is the owner of certain real property described in Exhibit B attached hereto and incorporated herein (hereinafter referred to as the Ogle property);

3. Ogle claims a prescriptive easement for ingress and egress for lake access over Sullivan's Lot 14 for the benefit of the above-described Ogle property;

4. Sullivan does not recognize the legitimacy of the prescriptive easement claimed, but wishes to resolve the dispute without the necessity of litigation; and

5. The parties desire to enter into this agreement for their mutual benefit, subject to the approval by the City of North Bonneville of the subdivision referred to in paragraph 1;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows, subject to the approval by the City of North Bonneville of the subdivision referred to in paragraph 1 above:

1. EASEMENT. Sullivan, as owner of Lot 14, hereby grants, bargains and conveys to Ogle, as the owners of the property described in Exhibit B, a non-exclusive easement for ingress and egress for lake access, over and across the westerly 30 feet of Lot 14. This grant of easement shall be null and void and of no effect whatsoever if the City of North Bonneville fails to approve the subdivision referred to in paragraph 1 of the Recitals of this Easement Agreement within one (1) year of the date of this agreement. *This easement shall include all utility easements.*





2. **COVENANTS BY OGLE.** As consideration for the easement granted herein, Ogle covenants and agrees as follows:

- a. In order to avoid damage to surrounding properties, Ogle will complete any desired improvement of the easement route contemporaneously with improvements constructed by Sullivan, who will construct a street on the easement route in accordance with the specifications of the City of North Bonneville, in order to avoid damage to surrounding properties.
- b. ~~Ogle will locate future homesites on the Ogle property, or cause such homesites to be located, so as to maximize the views available to Lots 12, 13 and 14 of Windsong Estates.~~ OMIT
- c. ~~Ogle agrees to a thirty foot (30') height restriction on structures and landscaping on the Ogle property, and agrees not to construct any two-story structures thereon, in order to maximize the views available to Lots 12 and 13 of Windsong Estates.~~ OMIT
- d. Ogle agrees to cooperate fully with Sullivan in Sullivan's efforts to obtain approval from the City of North Bonneville for the subdivision referred to in paragraph 1 of the Recitals to this agreement.

3. **TERM.** The term of this agreement shall be perpetual and without limit and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties and shall constitute covenants running with each of the parcels described above. This agreement represents the entire understanding of the parties and shall continue as an encumbrance against their respective lands terminable only upon mutual written agreement.

4. **COSTS & MAINTENANCE.** Other than construction of the street referred to in Paragraph 2.a above, all improvements desired by Ogle and the maintenance of such improvements shall be undertaken at the sole expense of Ogle. Ogle agrees not to permit any liens to be recorded against Lot 14 as a result of any work by Ogle, and to defend and hold Sullivan harmless therefrom. Ogle agrees to promptly repair any damage to the improvements constructed by Sullivan if the same are damaged as a result of any use of the easement by Ogle.

5. **RELEASE OF LIABILITY.** Ogle agrees to release and hold Sullivan harmless from any liability arising out of the use, maintenance or repair of the easement granted hereunder.



6. TIME/ATTORNEY FEES. Time shall be of the essence of each and every provision hereof. The prevailing party in any action arising under the terms of this agreement shall recover costs and reasonable attorney fees. The parties agree that the venue of any action shall be in the proper court in Skamania County, Washington.

IN WITNESS WHEREOF, the parties have set their hand and seal.

Debbie S. Sullivan  
DEBBIE S. SULLIVAN

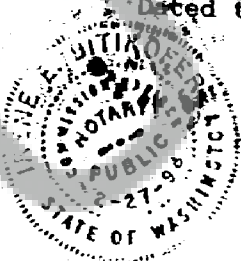
Joseph M. Ogle  
JOSEPH M. OGLE

Patti L. Ogle  
PATTI L. OGLE

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Debbie S. Sullivan 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 18<sup>th</sup> day of February, 1997.



Irene E. Bitikofsky  
Print: Irene E. Bitikofsky  
NOTARY PUBLIC in and for  
the State of Washington  
Commission expires: 2-27-98



STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Joseph M. Ogle 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 18<sup>th</sup> day of February, 1997.



Irene E. Bitkofer  
Print: Irene E. Bitkofer  
NOTARY PUBLIC in and for  
the State of Washington  
Commission expires: 2-27-98

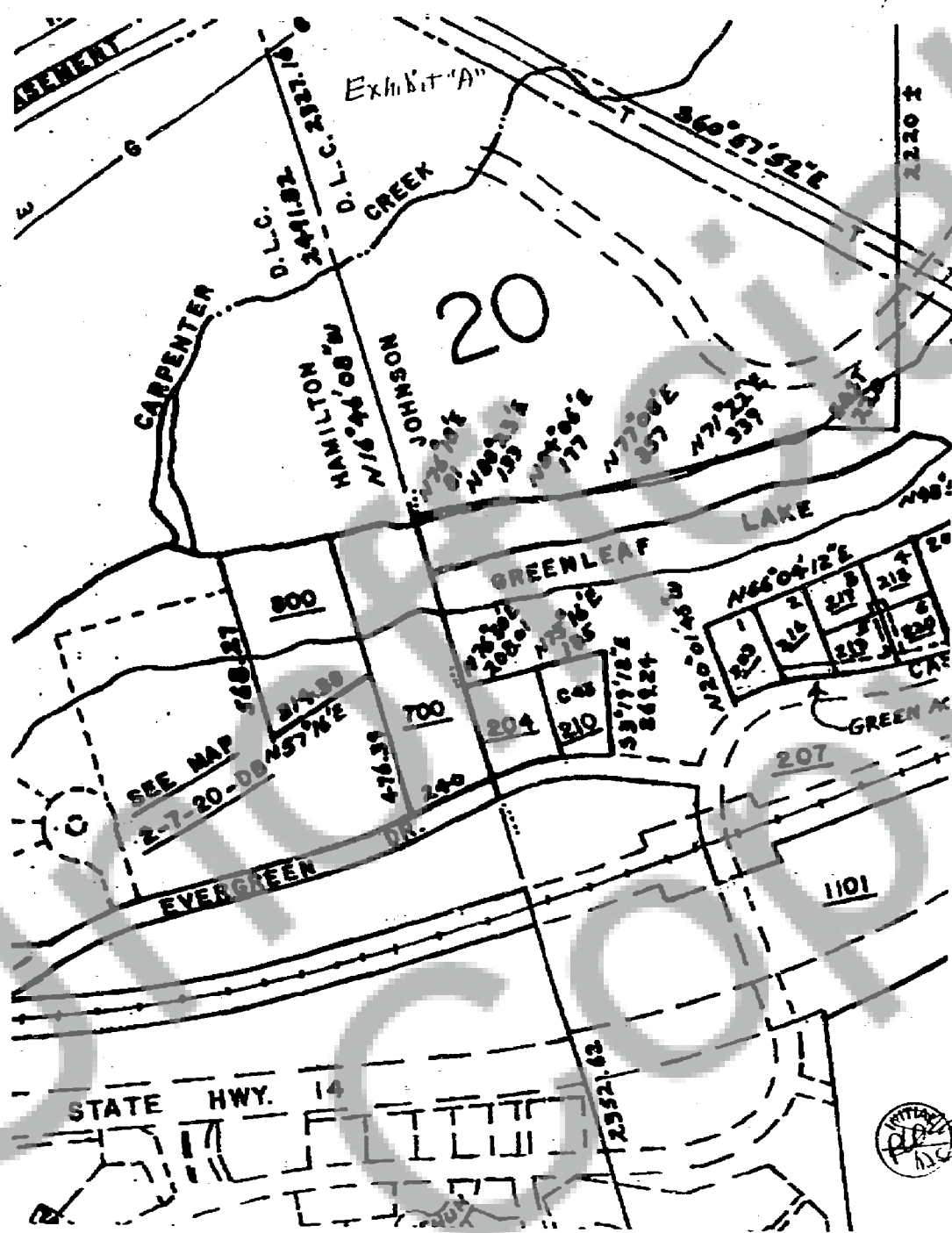
STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

I certify that I know or have satisfactory evidence that Patti L. Ogle 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 19<sup>th</sup> day of February, 1997.



Irene E. Bitkofer  
Print: Irene E. Bitkofer  
NOTARY PUBLIC in and for  
the State of Washington  
Commission expires: 2-27-98





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EXHIBIT B

The Ogle Property

Parcel 2-7-20-800:

A tract of land in the S.M. Hamilton D.L.C., in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the intersection of the northerly shore of Greenleaf Slough with the easterly line of said Hamilton D.L.C., thence south  $17^{\circ}30'$  east following the easterly line of said D.L.C. to intersection with the northerly right of way line of Primary State Highway No. 8; thence westerly along the northerly line of said highway 240 feet; thence north  $17^{\circ}30'$  west parallel to the easterly line of said D.L.C. to a point south  $17^{\circ}30'$  east 100 feet from the southerly shore of Greenleaf Slough; said point being the initial point of the tract hereby described; thence north  $17^{\circ}30'$  west to intersection with the northerly shore of Greenleaf Slough; thence following the northerly shore of Greenleaf Slough in a westerly direction to a point 300 feet westerly, when measured at a right angle, from the line last described; thence south  $17^{\circ}30'$  east to a point 225 feet distant from the southerly shore of Greenleaf Slough; thence in a northeasterly direction to the initial point.

