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SKAMANIA CO. WASH
BY CLERK COUNTY CLERK

FEB 6 4 36 PM '01

G. Lasry
ASSISTANT
GARY H. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:
1. Easement Deed and Indemnification

Grantor(s): [Last name first, then first name and initials]
1. Morby, Mildred M.

Additional names on page _____ of document

REAL ESTATE EXCISE TAX

N/A
FEB - 7 2001

Grantee(s): [Last name first, then first name and initials]
1. Columbia Land Trust

Additional names on page _____ of document

PAID
[Signature]
SKAMANIA COUNTY TREASURER

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/AA/A]

400 Section 26, Township 3, Range 9 East of Willamette Meridian

Complete legal description is on page 6 of document

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

Bk 174/Pg 783-788/ Tax Payer #35940

Additional numbers on page _____ of document

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

03-09-26-0-0-0400

Gary H. Martin, Skamania County Assessor
Date 02/05/01 Parcel # 3-9-26-400

Property Tax Parcel ID is not yet assigned

When recorded return to:

Kenneth B. Woodrich
Kiełpinski & Woodrich
PO Box 510
Stevenson, WA 98648

EASEMENT DEED AND INDEMNIFICATION

For and in consideration of good and valuable consideration, receipt whereof is hereby acknowledged, the Grantor, MILDRED M. MORBY, ~~an unmarried woman~~ grants and quitclaims to COLUMBIA LAND TRUST, Grantee, as fee owner of the Morby estate, their successors and assigns (as limited hereinafter), a nonexclusive easement ^(over an existing road) located approximately as indicated on Exhibit "A" attached hereto and by this reference incorporated herein, under, over, through and across the property described in Exhibit "B", attached hereto and by this reference incorporated herein (the "servient estate" - Morby's land), for the use and benefit of the property described on Exhibit "C" attached hereto and by reference incorporated herein (alternatively, the "dominant estate" or the "Protected Property" - CLT's land), for ingress and egress to the road and entryway to the dominant estate and any similar road and entryway hereafter constructed, for as long as the Protected Property is vested in Grantee or its successors and assigns, provided, however, the successor or assign is another certified Land Trust or Conservancy, and no longer;

EASEMENT DEED - Page 1

SUBJECT TO THE FOLLOWING COVENANTS:

Grantees shall have the right at all times to use the easement across the servient estate to enter the Protected Property at a mutually agreeable time and upon 10 days written notice to Grantor, for the purpose of inspecting, monitoring, and managing the Grantee's property described in Exhibit C.

Grantee shall pass over the easement by foot and shall use vehicles only in the event of fire or other emergency, or for road maintenance or restoration deemed necessary by Grantee to access the Protected Property. No timber removal is contemplated by this grant of easement.

Grantee shall have the right to enter the premises described in Exhibit "B" hereto for the purpose of inspecting, maintaining, and restoring the Protected Property. The parties further agree that the road shall be maintained in a primitive state (no paving and minimal surface rock) and that Grantee shall not be obligated to make repair or improvements except as Grantee deems necessary to access the Protected Property. No more than five persons per visit (and one pet dog on leash) are allowed unless otherwise permitted or agreed to by the Grantor. No structure exists on the Protected Property and this easement is not intended for ingress or egress to a building.

The cost of any maintenance, repair, or reconstruction of the road shall be borne by Grantee provided that Grantee shall not be obligated to incur such costs except as it deems necessary for its purposes of entering the Protected Property.

Grantee will fully indemnify and hold Grantor harmless from and defend Grantor against any loss or injury that may occur by reason of Grantee's use of this easement or by the permissive use of this easement by others, and shall maintain premises liability insurance sufficient to protect against any such loss or injury.

The covenants contained herein shall run with the land. In the event of a material breach by Grantee of any of the stated covenants, the Grantor shall be entitled to a rescission of this Easement Deed, plus its attorney fees on trial and appeal.

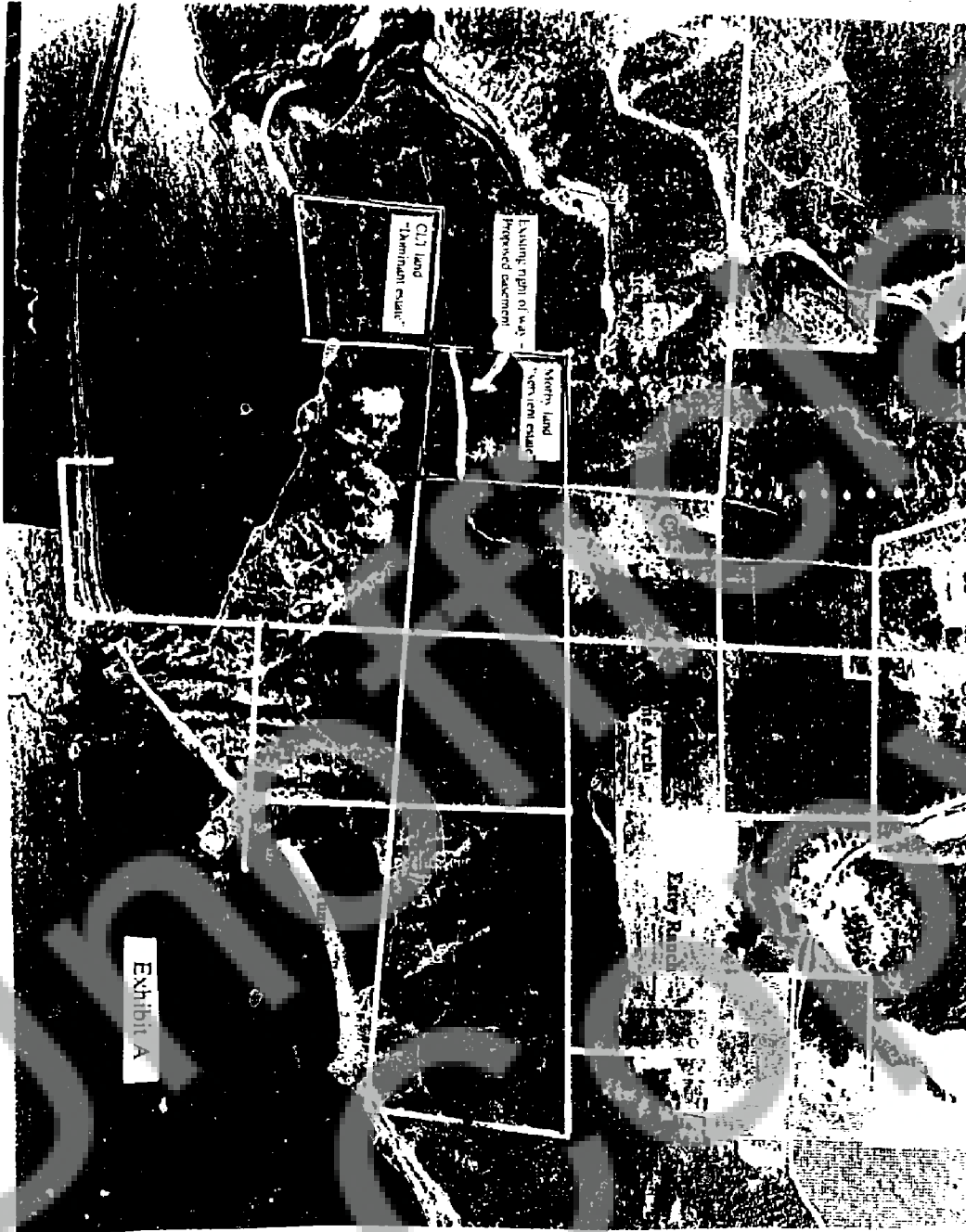
IN WITNESS WHEREOF this easement is executed as of this 25th day of January, 2001.

GRANTOR:

Mildred M. Morby by Jack Morby POA
MILDRED M. MORBY,

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///
///

EXHIBIT "A"



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EXHIBIT "B"

The Southeast quarter of the Northeast quarter of Section 26, Township 3 North, Range 9 East
of the Willamette Meridian, Skamania County, Washington

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COPY

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EXHIBIT "C"

Government Lot 2 of Section 26, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington.

ALSO all shorelands of the second class situate in front of, adjacent to or abutting upon Government Lot 2 of Section 26, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, with a frontage of 22.13 lineal chains, more or less.

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