

142228

BOOK 214 PAGE 438

FILED RECORD  
SEAL  
BY *Kielinski & Woodrich*

SEP 5 11 52 AM '01

*P. Laury*  
REGISTER  
GARY M. OLSON

**REAL ESTATE EXCISE TAX**

After recording return to:  
Kielinski & Woodrich  
P.O. Box 510  
Stevenson, WA. 98648

*N/A*  
AUG 30 2001

PAID *N/A*  
*W. Woodrich*  
SKAMANIA COUNTY TREASURER

1-2-11-08  
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1-2-11-08

**EASEMENT AND MAINTENANCE AGREEMENT FOR WELL AND INGRESS AND EGRESS**

THIS AGREEMENT is between CAPE HORN GRANGE NO. 70, A Washington Corporation, herein "THE GRANGE" and LINNARD SIMPKINS and VELMA SIMPKINS, husband and wife, herein "SIMPKINS".

Gary H. Martin, Skamania County Assessor  
Date *8/30/01* Parcel # *2-6-34, 600, 900, 901*

**RECITALS**

1. The GRANGE are the owners of a tract of land, recorded at Book 39, Page 263, records of Skamania County, Washington (referred to herein as "THE GRANGE LOT") legally described as;

Commencing at the center of Section 34, Township 2 North, Range 6 East of the Willamette meridian, said point being the corner of Yettick's fence as now standing; thence West 104.9 feet to the point of beginning of the tract herein conveyed, said point being the Northwest corner of the tract heretofore conveyed to Sylvan Grange No. 474; thence West 213.1 feet; thence South 150 feet; thence East 215.1 feet; thence North 150 feet to the point of beginning of the tract herein conveyed. Parcel No. 02 06 34 00 0600 00. Said parcel more fully described in Exhibit "A", attached hereto and incorporated herein as if fully set forth.

2. SIMPKINS are the owners of two tracts of land: Tax Lot 900, recorded at Book 113, Page 955, records of Skamania County, Washington (referred to herein as "SIMPKINS Lot 900") legally described as;

That portion of the East 320 feet of the Northeast quarter of the Southwest quarter of Section 34, Township 2, North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying

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Northerly as State Highway #14; except the North 150 feet thereof. Parcel No. 02 06 34 00 0900 00; Said Parcel more fully described in Exhibit "B", attached hereto and incorporated herein as if fully set forth.

The SIMPKINS are also the owners of Lot 901, recorded at Book 133, Page 273, records of Skamaniz County, Washington (referred to herein as "SIMPKINS Lot 901") legally described as;

That portion of the Northeast quarter of the Southwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, bounded on the North by the North line of the Southwest quarter of said Section 34; bounded on the Westerly side by Duncan Creek; bounded on the East side by a line running parallel with and distant 320 feet West of the East line of the Southwest quarter of said Section 34. Parcel No. 02 06 34 00 0901 00 Said Parcel more fully described in Exhibit "C", attached hereto and incorporated herein as if fully set forth.

3. There is a well situated on the GRANGE Lot which has previously been used, by mutual agreement of the parties herein, to supply water to SIMPKINS LOT 900 and SIMPKINS LOT 901.

4. The parties desire to enter into this agreement for their mutual benefit;

5. The Officers of the CAPE HORN GRANGE NO. 70 have collectively made the decision to grant an easement to LINNARD D. SIMPKINS and VELMA SIMPKINS, and LINNARD D. SIMPKINS, as President of the CAPE HORN GRANGE has duly abstained and/or made the appropriate disclosures to remove any potential for challenge regarding this transaction based on conflict of interest.

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:

1. **OWNERSHIP/NON-EXCLUSIVE USE.** The well situated on Lot 600, together with the pumphouse, pump, water lines, distribution system and all appurtenances and equipment relating thereto, except the water lines serving Lots 900 and 901, shall be for the mutual and non-exclusive use and benefit of SIMPKINS LOT 900 and SIMPKINS LOT 901. The uses to which the well and water system shall be put are for normal domestic water supply and/or irrigation, including landscaping and household garden use.

2. **USE RESTRICTIONS.** A 100' radius around the well shall at all times be preserved from contamination due to cesspools, sewer privies, septic tank, drain fields, manure piles, garbage of any kind, barns, chicken houses, rabbit hutches, pigpens, or other enclosures or structures for the keeping of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides, and all well users shall abide by such restrictions as may from time to time be enacted by any civil authority relative to the preservation of wells from contamination.



3. **EASEMENT FOR INGRESS AND EGRESS.** The CAPE HORN GRANGE, owner of the GRANGE Lot, hereby grants and conveys to SIMPKINS, the owners of SIMPKINS LOT 900 and SIMPKINS LOT 901, their heirs, legal representatives, successors and assigns:

- a) a non-exclusive easement for ingress and egress twelve (12) feet in width under, over, through and across the GRANGE Lot to LOT 900 for use by the owners of SIMPKINS LOT 900 and SIMKINS LOT 901
- b) The center line of said easement for ingress and egress shall be the gravel road presently located on the GRANGE Lot for the purpose of access to and from SIMPKINS LOT 900 and SIMPKINS LOT 901. Said easement for ingress and egress located approximately as shown in the sketch attached hereto as Exhibit "D".

4. **EASEMENT FOR UTILITIES.** The CAPE HORN GRANGE, owner of the GRANGE Lot, hereby grants and conveys to SIMPKINS, the owners of SIMPKINS LOT 900, their heirs, legal representatives successors and assigns:

- a) a non-exclusive easement for utilities twelve (12) feet in width under, over, through and across the GRANGE Lot to LOT 900 for use by the owners of SIMPKINS LOT 900.
- b) The center line of said easement for utilities shall be the water pipe presently located on the GRANGE Lot for the purpose of carrying water from the well located on the GRANGE Lot to SIMPKINS LOT 900. Said easement for utilities located approximately as shown in the sketch attached hereto as Exhibit "E".

5. **MAINTENANCE.** Any party shall, after any maintenance of either of the above referenced easements, restore the easement to its pre-existing condition at the party's sole cost and expense.

6. **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 all 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.

PROVIDED THAT, the easement granted for utilities shall not be perpetual or without limit. The easement for utilities shall expire when the owners of LOT 900, their heirs, assigns or representatives obtain all required consents, permits and approvals for a well site from the Department of Health and all other applicable agencies.

7. **CONSERVATION/EXCESS USE.** In the event of a water shortage, each party agrees to restrict water use as much as possible in order to attempt to meet the basic water needs of each party.

8. MAINTENANCE FEES & COSTS.

A. Each party will be solely responsible for maintenance and repair of his own individual water pipes, from the point where the pipe hooks into the pump.

B. Except as provided in Section C below, each of the parties shall share equally in the costs of maintenance or repairs required to maintain the well in a safe and operational condition, provided that the maintenance or repairs benefit both parties.

C. The cost of any repairs related to the well for extraordinary damage caused by a party shall be borne by the party responsible for the damage.

9. RELEASE OF LIABILITY. Each of the parties shall release and hold the others harmless from any liability arising out of the use, maintenance or repair of road and the well and water system and each of the easements granted hereunder.

10. ATTORNEY FEES. In the event any dispute arises with regard to the terms of this agreement, the prevailing party shall be entitled to its reasonable attorneys fees and costs.

IN WITNESS WHEREOF, the parties have set their hand and seal the day and year first above written.

Lawrence D. Simpkins  
CAPE HORN GRANGE NO. 70,  
GRANTOR  
By: Lawrence D. Simpkins  
President of Cape Horn Grange No. 70

Donna L. Melton  
CAPE HORN GRANGE NO. 70,  
GRANTOR  
By: Donna L. Melton  
Secretary of Cape Horn Grange No. 70

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

I certify that on July \_\_\_\_\_, 2001, DONALD M. MELTON personally came before me and acknowledged under oath that he or she:

- d) is the Secretary of the CAPE HORN GRANGE NO. 70, A Washington Corporation, the Corporation named in the attached instrument,
- e) was authorized to execute this instrument on behalf of the Corporation and
- f) executed the instrument as the act of the Corporation.

Dated this \_\_\_\_\_ day of July, 2001.

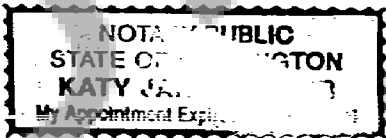
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

I certify that on ~~July~~ <sup>August 20<sup>th</sup></sup>, 2001, MARY SMITH, personally came before me and acknowledged under oath that he or she:

- g) is the Treasurer of the CAPE HORN GRANGE NO. 70, A Washington Corporation, the Corporation named in the attached instrument,
- h) was authorized to execute this instrument on behalf of the Corporation and
- i) executed the instrument as the act of the Corporation.

Dated this <sup>20<sup>th</sup></sup> day of July, 2001.

*Katy Jane Archer*



Print: KATY JANE ARCHER  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 5/17/04

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EXHIBIT "A"

Commencing at the center of Section 34, Township 2 North, Range 6 East of the Willamette meridian, said point being the corner of Yettick's fence as now standing; thence West 104.9 feet to the point of beginning of the tract herein conveyed, said point being the Northwest corner of the tract heretofore conveyed to Sylvan Grange No. 474; thence West 213.1 feet; thence South 150 feet; thence East 215.1 feet; thence North 150 feet to the point of beginning of the tract herein conveyed.

Parcel No. 02 06 34 00 0600 00

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19700

BOOK 112 PAGE 955

FILED IN RECORD  
SKAMANIA COUNTY WASH  
BY [unclear] & CO. TITLE

MAY 11 9 15 AM '03

SE 15157/65-777

GARY [unclear] SON

EXHIBIT B  
PAGE 1 OF 2

STATUTORY WARRANTY DEED

FOR A VALUABLE CONSIDERATION, Carrie E. Grenia, as her separate property, as to an undivided one-tenth interest; Faye B. Flanery, as her separate property, as to an undivided one-tenth interest; Arthur Clyde Williams, as his separate property, as to an undivided one-tenth interest; Ida Altringer, as her separate property, as to an undivided one-tenth interest; Mary Gail Fischer Dumoulin, as her separate property, heir at law of Albert Ray Williams and Beverly R. Williams, both deceased, as to an undivided one-tenth interest; Dawn C. Burdsall, formerly known as Dawn Josephine Cushing, as her separate property, heir at law of Pearl Cushing, deceased, as to an undivided one-tenth interest; A. Clyde Williams, personal representative of the estate of Amy Grace Beason, deceased, as to an undivided one-tenth interest; William M. Williams and Judy [unclear] Williams, heirs at law of Harry W. Williams, deceased, as their separate property, each as to an undivided one-twentieth interest; Joan Adair Anderson, Marilyn G. Portwood, and Valerie Auger Alexander, each as to his or her separate property, each of whom is a grantee from Dora E. Walker, and each of whom holds an undivided one-thirtieth interest therein; Dora Walker, personal representative of the estate of Nina Elizabeth Williams, deceased, as an undivided one-tenth interest; all of the foregoing named parties, being the grantors herein, hereby grant, convey, and warrant to Linnard Simpkins and Velma Simpkins, husband and wife, grantees, the following described real property situated in Skamania County, Washington, and being more particularly described as follows:

12712  
REAL ESTATE EXCISE TAX  
MAY 11 1989  
PAID 134.00  
JUL 1989  
SKAMANIA COUNTY TREASURER

That portion of the East 320 feet of the Northeast quarter of the Southwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying Northerly as State Highway #14; except the North 150 feet thereof.

A portion of the above-described real property was vested in Amy Grace Beason, now deceased. Probate proceedings have been established for the estate of said decedent in Skamania County, Washington Superior Court, in Cause No. 3096. Order of Solvency has been entered in said estate. A. Clyde Williams is the duly appointed and acting administrator thereof. The warranties of the estate of Amy Grace Beason are limited to the interest of said estate therein, and are not personal to said personal representative.

Filed  
MAY 11 1989  
MAY 11 1989  
MAY 11 1989  
MAY 11 1989

AM  
2-6-34-900

0000435



An interest in said property was held by Nina Elizabeth Williams, now deceased. Probate proceedings have been filed in the estate of Nina Elizabeth Williams in Skamania County, Washington Superior Court under Cause No. 86-4-00020-7. Dora Walker is the duly appointed and acting personal representative therein. Order of Solvency has been entered in said estate. The warranties of the estate of Nina Elizabeth Williams are limited to the interest of said estate therein, and are not personal to said personal representative therein.

D A T E D this 25th day of APRIL, 1989.

Carrie E. Grenia

Faye B. P. Flanery

Arthur Clyde Williams

Ida Altringer

Mary Gail Fischer Dumoulin

Dawn J. Burdsall formerly  
Dawn Josephine Cushing

A. Clyde Williams, Personal  
Representative of the Estate of  
Amy Grace Beason, deceased

William M. Williams

*Judy Gail Williams*  
Judy Gail Williams

Joan Adair Anderson

Marilyn G. Portwood

Viviane Auger Alexander

Dora Walker, Personal  
Representative of the Estate of  
Nina Elizabeth Williams, deceased.

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115462

By Linnard Simpkins

FEB 10 1993

P. Henry

GARSON

EXHIBIT <sup>C</sup>  
PAGE 1 OF 2 STATUTORY WARRANTY FULFILLMENT DEED

CHARLES OTIS WILLIAMS, II, Personal Representative of the Estate of A. Clyde Williams, deceased, Grantor, hereby conveys and warrants to LINNARD D. SIMPKINS and VELMA L. SIMPKINS, husband and wife, Grantees, that real property situated in Skamania County, Washington, and more particularly described as follows:

That portion of the Northeast quarter of the Southwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, bounded on the North by the North line of the Southwest quarter of said Section 34; bounded on the Westerly side by Duncan Creek; bounded on the East side by a line running parallel with and distant 320 feet West of the East line of the Southwest quarter of said Section 34.

SUBJECT TO: Easements, restrictions, reservations, and covenants of record.

This Deed is in fulfillment of that Memorandum of Land Sale Contract dated September 1, 1991, in which Clyde Williams was the Vendor, and Grantees herein were the Vendees, for the sale and purchase of said real property.

The warranties contained within this Deed are warranties of the Estate of A. Clyde Williams, and not the personal warranties of the Personal Representative thereto. Furthermore, the warranties warrant the status of the title as of September 1, 1991, together with any acts on the part of A. Clyde Williams, Grantor herein, or any person claiming by, through, and under them, but do not warrant against acts by any other person occurring subsequent to September 1, 1991.

Real estate excise tax paid by Receipt No. 14900 on April 27, 1992.

A. Clyde Williams is now deceased. The Grantor is the duly appointed and acting Personal Representative of the Estate of A. Clyde Williams, having been appointed by the Superior Court of

N/A REAL ESTATE EXCISE TAX

FEB 04 1993

PAID BY [Signature]

[Signature]

SKAMANIA COUNTY TREASURER

MORSE & BRATT

3111 Main Street

Port Orchard, WA 98150

(206) 874-4700

Glennis J. Kimmel, Skamania County Assessor  
By J. C. Parcell & A. C. C. 34 00 0 9 1 0 0  
2-4-93

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BOOK 133 PAGE 274

Skamania County, Washington, under Cause No. 92-4-00015-5 on September 4, 1992.

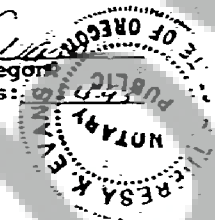
IN WITNESS WHEREOF, the Grantor has executed this instrument this 4th day of December, 1992.

*Charles Otis Williams*  
CHARLES OTIS WILLIAMS, II, as  
Personal Representative of  
the Estate of A. Clyde  
Williams, deceased

STATE OF OREGON )  
                          ) ss  
County of Multnomah )

I CERTIFY that I know or have satisfactory evidence that CHARLES OTIS WILLIAMS, II, as Personal Representative of the Estate of A. Clyde Williams, signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated: December 4, 1992

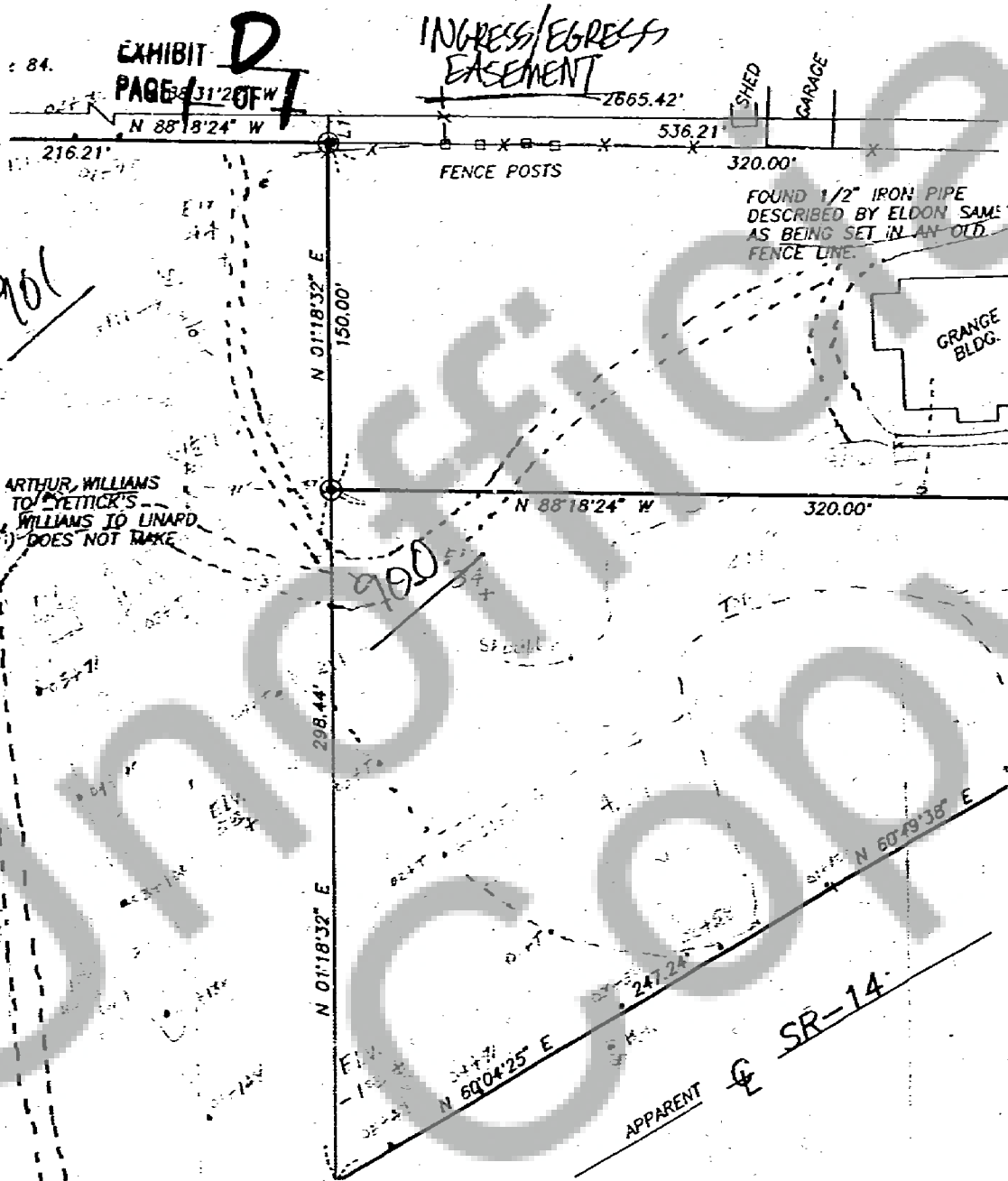
*Theresa K. Evans*  
NOTARY PUBLIC for Oregon  
My commission expires:  


Law Office  
**MORSE & BRATT**  
Salem, Oregon  
1111 Main Street  
Salem, Oregon 97301  
(503) 599-4188

0000438

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CALCULATED POSITION OF BRASS CAP  
BASED ON SURVEY REFERENCE NO. 4





CALCULATED POSITION OF BRASS CAP  
BASED ON SURVEY REFERENCE NO. 4

