

146448

BOOK 231 PAGE 764

RETURN ADDRESS:

Robert Lewis
430 NE Everett St
Camas, WA 98607

FILED
SYMBOL
BY Robert Lewis

NOV 4 1 22 PM '02

O'Leary
J. MICHAEL WATSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Easement Agreement
- 2.
3. Re-Record to Attach Exhibits
- 4.

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

1. Birkenfeld, William J
2. Birkenfeld, Joseph A
- 3.
- 4.

Additional Names on Page _____ of Document.

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

1. Engelman, Nancy
- 2.
- 3.
- 4.

Additional Names on Page _____ of Document.

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

S1C 18, Twp 2 N Range 5 East Complete on
Exhibit A + B/C

Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol 160 Pg 569 AF126622 11/1/96

Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

Property Tax parcel ID is not yet assigned. 02-05-18-0-0-0100-00
Additional Parcel Numbers on Page _____ of Document. 02-05-18-0A-0200-00

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.

REAL ESTATE EXCISE TAX
22603
NOV 4 2002
PMD EXEMPT RETURN
VICKIE CLARK
SKAMANIA COUNTY TREASURER

10681

EASEMENT AGREEMENT

126622

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THE GRANTORS, WILLIAM J. BIRKENFELD, a married man dealing with his separate estate, and JOSEPH A. BIRKENFELD, a married man dealing with his separate estate, and each of them, for and in consideration of the sum of FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00), and other good and valuable consideration, do hereby grant, bargain, sell and convey to NANCY ENGLEMAN, the Grantee, three (3) easements for ingress and egress over the following described strips of real property, located in Skamania County, State of Washington:

See legal description attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein.

The easement over the real property denoted on Exhibit "A" as Roadway 2 shall, in addition to ingress and egress, be for the purpose of permitting Grantee to supply power to an electric gate to be installed on said roadway.

The easements granted by this Easement Agreement are for the benefit of and appurtenant to that real property, or any portion of such property, situate in the County of Skamania, State of Washington, which is described as follows:

See legal description attached hereto as Exhibit "B" and incorporated by this reference as if fully set forth herein.

The easements granted herein are subject to the terms of a settlement agreement between Grantors and Grantee, a copy of which agreement is attached hereto as Exhibit "C" and incorporated by this reference as if fully set forth herein.

The easements described in this Easement Agreement are to and shall run with the land, and shall be for the benefit and use of the Grantee named herein, her heirs, executors, administrators, successors and assigns, to all or any portion of the property benefited thereby.

DATED this 9th day of May, 1996.

Case only 11-4-03
01 05-18-100 200

EMBE 2-5-18-100 & 200
11-1-96

18409

REAL ESTATE EXCISE TAX

NOV - 1 1996

PAID 51.20 + 3.07 + 10.24

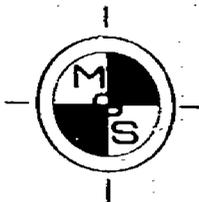
SKAMANIA COUNTY TREASURER

William J. Birkenfeld
Joseph A. Birkenfeld

Registered
Indexed, Dir
Indexed
Filed
Sealed

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. CLERK

Not 1 3 01 PM '96
GARY M. OLSON
AUDITOR



**MINISTER-GLAESER
SURVEYING INC.**

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(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

**LEGAL DESCRIPTION
FOR
NANCY ENGLEMAN
AND THE
WILHEIM BIRKENFELD TRUST**

September 9, 1996

The purpose of this legal description is to describe the centerlines of three roadway easements located in the northwest quarter of Section 18, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington. The roadway easements are 13.00 foot wide being 6.50 feet on each side of the following described centerlines:

ROADWAY 1:

*MD 11-402
Eas only 18-100
0205-18-100-200*

Beginning at a 7/8" diameter iron pipe at the northeast corner of said northwest quarter of Section 18;

Thence South 0° 54' 07" West, along the east line of said northwest quarter, a distance of 284.78 feet to a 1/2" diameter iron rod in the centerline of an existing roadway, said point being the TRUE POINT OF BEGINNING;

Thence along the centerline of said roadway the following bearings and distances:

South 85° 30' 42" West a distance of 55.42 feet to a 1/2" diameter iron rod;

South 68° 05' 20" West a distance of 99.95 feet more or less to the centerline of Skamania Mines Road, said point being the terminus of the roadway centerline.

EXCEPT for that portion laying within the right-of-way of Skamania Mines Road.

ROADWAY 2:

Beginning at a 7/8" diameter iron pipe at the northeast corner of said northwest quarter of Section 18;

Thence South 0° 54' 07" West, along the east line of said northwest quarter, a distance of 643.81 feet to a 1/2" diameter iron rod in the centerline of an existing roadway, said point being the TRUE POINT OF BEGINNING;

*EASE. 2-5-18-100/200
11-1-96*

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Thence along the centerline of said roadway the following bearings and distances:

North 65° 59' 24" West a distance of 54.28 feet to a 1/2" diameter iron rod;

North 63° 57' 37" West a distance of 99.96 feet more or less to a the centerline of Skamania Mines Road, said point being the terminus of the roadway centerline.

EXCEPT for that portion laying within the right-of-way of Skamania Mines Road.

ROADWAY 3:

Beginning at a 7/8" diameter iron pipe at the northeast corner of said northwest quarter of Section 18;

Thence South 0° 54' 07" West, along the east line of said northwest quarter, a distance of 1504.78 feet to a 1/2" diameter iron rod in the centerline of an existing roadway, said point being the TRUE POINT OF BEGINNING;

Thence along the centerline of said roadway the following bearings and distances:

South 71° 26' 37" West a distance of 95.26 feet to a 1/2" diameter iron rod;

South 70° 18' 32" West a distance of 99.71 feet to a 1/2" diameter iron rod;

South 75° 09' 10" West a distance of 99.89 feet to a 1/2" diameter iron rod;

South 71° 02' 36" West a distance of 99.85 feet to a 1/2" diameter iron rod;

South 50° 56' 04" West a distance of 99.92 feet to a 1/2" diameter iron rod;

South 49° 13' 26" West a distance of 99.87 feet to a 1/2" diameter iron rod;

South 60° 47' 54" West a distance of 99.75 feet to a 1/2" diameter iron rod;

South 68° 00' 32" West a distance of 100.04 feet to a 1/2" diameter iron rod;

South 69° 29' 22" West a distance of 99.82 feet more or less to a point in the centerline of Skamania Mines Road, said point being the terminus of the roadway centerline.

EXCEPT for that portion laying within the right-of-way of Skamania Mines Road.

EXHIBIT A
PAGE 2 OF 2

9/18/96



EXHIBIT "B"

The following real property located in Skamania County, Washington:

The Northeast quarter, and the Northeast quarter of the Southeast quarter, of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, commonly known as "Kanati Falls Ranch".

EXHIBIT B
PAGE 1 OF 1

UNOFFICIAL COPY

00686

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SETTLEMENT AGREEMENT

In consideration of the mutual promises and covenants herein, the undersigned agree as follows:

1. Nancy Engleman (hereinafter referred to as "Engleman") shall place into escrow the sum of \$4,000.00, to be paid to the trustee for the Wilhelm Birkenfeld Trust, and the individual defendants named herein (hereinafter referred to as "the Birkenfelds") upon completion of the other terms and conditions outlined herein.

2. The Birkenfelds will execute the Easement Agreement attached as Exhibit "A", and incorporated by this reference, for the purpose of conveying to Engleman an easement for the three roadways shown on Exhibit "A" of Engleman's Complaint in Skamania County Cause #92-2-00010-7 as Roadways 1, 2 and 3, and the parties agree that said executed easement document shall be placed in escrow, together with the monays indicated above, to be held for the benefit of Engleman until the completion of the remaining terms and conditions outlined in this Agreement.

3. Engleman agrees that Bob Glaeser shall conduct a survey, at Engleman's sole cost and expense, for the purpose of providing an accurate legal description of Roadways 1, 2 and 3, for attachment to the Easement Agreement executed by the Birkenfelds. With regard to the roadways to be surveyed, the parties agree as follows:

a. The width of each roadway easement shall be thirteen (13) feet, and the roadways shall be surveyed at their present location, using that easement width, from the existing county roadway to the point at which the existing roadways enter the Engleman property.

EXHIBIT C
PAGE 1 OF 3

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b. On Roadways 1 and 3 (as described in Exhibit "A of Plaintiff's Complaint, referenced above), the surveyor shall mark the centerline of the easement with steel rods, buried each 100 feet. With regard to Roadway 2 (the middle roadway, as described in Exhibit "A" to Plaintiff's Complaint), similar steel rods shall be used; and, in addition, the surveyor shall place two concrete monuments, measuring six inches by six inches by six inches above ground, on the eastern edge of the easement, one of the monuments being located near the beginning of the turnaround area, where the roadway connects with the existing county road, and approximately ten feet back from said connection, and the second monument being located on the eastern side of the road, at the point at which the easement enters the Engleman property.

4. With regard to Roadway 2, the easement provided shall be for ingress and egress, and for power to an electric gate to be installed on the roadway. With regard to Roadways 1 and 3, easement shall be for roadway purposes.

5. Engleman may maintain current gates on the roadways, or substitute replacement gates of her choice, including an electric gate across the easement described as Roadway 2. Engleman shall assume responsibility for maintenance of the gates, and for replacement of the gates as she deems appropriate. Engleman will make keys to any locked gate on the roadways available to a representative of the Birkenfelds.

EXHIBIT C
PAGE 2 OF 3

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6. As soon as the survey is completed, and legal descriptions of the roadways available, Engleman will provide the legal descriptions, for attachment to the easement document, to the escrow company agreed between the parties. Upon attachment of the legal descriptions, the escrow company will record the Easement Agreement, and transmit the funds held in escrow to the Birkenfelds. Engleman will be responsible for recording costs and escrow fees.

7. Upon transmittal of the funds, and upon recording of the Easement Agreement for Engleman's benefit, the parties agree to dismiss with prejudice the litigation pending between them in Skamania County Cause No. 92-2-00010-7. Each party shall bear their own court costs and attorney's fees associated with this Agreement, and with the litigation.

DATED this 8 of May, 1996.

Nancy E. Engleman
 Nancy E. Engleman

William J. Birkenfeld
 William J. Birkenfeld

Joseph A. Birkenfeld
 Joseph A. Birkenfeld

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C