

148386

BOOK 240 PAGE 702

After Recording  
Return To:  
Mark F. Stoker  
P.O. Box 1086  
Vancouver, WA 98666

FILED  
SKA  
By *Landerholm, Memovich  
etal*  
APR 17 12 30 PM '03  
*O'Sorry*  
J. MICHAEL J. J. J. J.

Tax Lot 02-05-35-0-0-0804-00  
Lot 4, Canyon Creek Estates

Space Above for Recording Information Only

ACCESS EASEMENT

1. DATE: April 3, 2003 Gary H. Martin, Skamania County Assessor  
Date 4/17/03 Parcel # 2-5-35-0-0-0804-00
2. PARTIES: SIRRAH CORPORATION, a Washington corporation ("Sirrah")  
And  
THE HARRIS FAMILY TRUST ("Harris")  
REAL ESTATE EXCISE TAX  
N/A  
APR 17 2003  
PAID N/A  
*Vickie Clelland, Deputy*  
SKAMANIA COUNTY TREASURER
3. RECITALS:
  - A. Sirrah owns that certain real property located in Skamania County, Washington, the legal description of which is Lot 4, Canyon Creek Estates, recorded in Book 3, of Short Plats, Page 297, Skamania County, WA (the "Sirrah Property").
  - B. Harris owns that certain real property located in Skamania County, Washington, the legal description of which is the Southwest one-quarter (1/4) of the Northeast one-quarter (1/4) of Section 35, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, WA (the "Harris Property").
  - C. Harris desires to obtain an easement for ingress and egress and utilities to the Harris Property across the Sirrah Property for themselves, their successors, and assigns, and Sirrah has agreed to provide Harris with said easement.
4. Sirrah hereby conveys, grants, warrants and assigns to Harris, its successors, heirs and assigns a non-exclusive perpetual easement over and across that portion of the Sirrah Property described as: The East forty (40) feet of Lot 4, Canyon Creek Estates, recorded in Book 3, of Short

ACCESS EASEMENT - 1  
HARRIS LANDUMFS/HARRIS/SIRRAH EAS

LAW OFFICES OF  
LANDERHOLM, MEMOVICH,  
LANSVIER & WHITESIDES, P.S.  
Broadway at Evergreen, Suite 300  
P.O. Box 1086  
Vancouver, Washington 98666  
(360) 696-3312

Plats, Page 297, Skamania County, WA (the "Easement Area") for the purpose of ingress and egress and utilities to and from the Harris Property. This easement shall at all times be sufficient to satisfy Skamania County standards for vehicular and pedestrian movements to and from the Harris Property to and from Mabce Mines Road. The scope of this easement shall include the right to construct and maintain a hard road surface, and install, maintain, repair and replace underground utility services. No structure or other improvement may be placed upon the easement area by either Grantor or Grantee, their successors or assigns that would interfere or impede the intended use granted by this easement. The Easement Area shall serve the Harris Property in its current state, or as subdivided. Harris may, in its discretion, make additional non-exclusive assignments of the Easement Area.

5. This Easement is for the benefit of the Harris Property. This Easement and its covenants shall bind and inure to the benefit of the successors and assigns of Sirrah and Harris.

6. From and after completion of construction of the joint access, the parties agree to maintain the joint access as follows:

a. **Acknowledgment of Responsibility for Road Maintenance.** The owners of the Harris Property, their successors and assigns, are responsible for the maintenance of the Easement Area, and further agree that the joint access will be maintained in good, passable condition under all traffic and weather conditions.

7. **MISCELLANEOUS:**

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein especially set forth or as otherwise set forth in writing.

b. **Validity.** In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

c. **Costs and Attorney's Fees.** In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal or of such suit or action, in addition to all other sums provided by law.

d. **Applicable Law.** This Agreement will be governed by Washington law.

e. **Captions or Headings.** The captions or headings of the paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

f. **Binding Effect.** The parties further agree that this Agreement shall be binding on

ACCESS EASEMENT - 2  
HARRIS LANDUMFS HARRIS SIRRAH EAS

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each and all of the parties hereto, and their respective heirs, successors, assigns, devisees, or real estate contract vendees of the properties to which said easement is appurtenant.

g. **Amendment.** This Agreement may only be amended in writing executed by all of the parties, and such written amendment shall be recorded in the deed records of Skamania County.

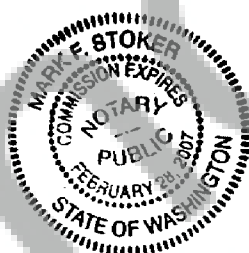
SIRRAH CORPORATION

By: Eugene Harris, Jr.  
Eugene Harris, Jr., President

STATE OF WASHINGTON )  
County of Clark ) ss.

I certify that I know or have satisfactory evidence that Eugene Harris, Jr. is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Sirrah Corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/3, 2003



[Signature]  
Notary Public in and for the  
State of Washington, residing  
At Clark County.

My appointment expires: 2/28/07

ACCESS EASEMENT - 3  
H:\RE\_LAND\MFS\HARRIS\SIRRAH EAS

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