

149016

BOOK 243 PAGE 867

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Albert F. Schlotfeldt, Attorney  
Duggan Schlotfeldt & Welch, PLLC  
900 Washington Street, Suite 1020  
Vancouver, WA 98660

DAVIDSON COUNTY

JUN 10 11 31 AM '03

*Oxley*

J. H. H.

REAL ESTATE EXCISE TAX

N/A

JUN 10 2003

PAID

N/A

*by deposit*

SKAMANIA COUNTY TREASURER

Grantor (Person or Company  
indebted to Claimant):

Douglas and Peggy Hemphill, husband and wife

Grantee (Claimant):

Gerald and Mary Sauer, husband and wife

Abbreviated Legal:

LOT 6, SKAMANIA COUNTY RECORD  
OF SURETY UNDER ADDITIONAL FILE # 138413  
VOLUME 3, PG 356 Sec 21, T 7N, R 5E

Assessor's Property Tax  
Parcel/Account #:

070521000205

Other Reference Nos:

070521-00-0204

6/10/03 7-5-21-04, 205

SCR 25821

EASEMENT AGREEMENT

This Agreement is made this 3<sup>rd</sup> day of June, 2003, by Douglas and Peggy Hemphill, husband and wife, and Gerald and Mary Sauer, husband and wife, the record title owners of two parcels of adjacent property.

RECITALS

The declarations contained in this Easement ("Agreement") are based on the following factual recitals:

A. As of the date of this Agreement, the respective owners (collectively "the owners") of the parcels and their addresses are as follows:

1. Douglas and Peggy Hemphill are husband and wife, and are the owners of Lot 5, legally described in Exhibit "A".
2. Gerald and Mary Sauer are husband and wife, and are the owners of Lot 6, legally described in Exhibit "B".

EASEMENT AND ROAD MAINTENANCE AGREEMENT - 1  
Sauer Easement Agmt (6/3/2003)

DUGGAN SCHLOTTFELDT & WELCH PLLC  
ATTORNEYS AT LAW  
900 Washington Street, Suite 1020  
PO Box 570  
Vancouver, Washington 98666-0570  
(360) 599-1201 • (509) 293-6299

3. The parties desire to grant to each other reciprocal easement rights to the areas described in Exhibit "C".

#### SECTION ONE

##### EASEMENT

1.1 The parties convey to each other a perpetual easement ("easement") which is hereby established in the areas as described in Exhibit "C" across, over and through the easement premises for the purpose of ingress to and egress from Lots 5 and 6, inclusive, and for the construction, maintenance and repair (including reconstruction) of utilities.

1.2 The easement burdens the easement premises, and benefits and runs with Lots 5 and 6.

1.3 The easement also benefits any utility company or municipality providing utility services to one or more of the parcels.

#### SECTION TWO

##### ASSIGNMENT OF RIGHTS

All rights granted in this Agreement shall not be further assignable by the parcel owners except as an appurtenance to and in conjunction with the sale or subdivision of their parcels.

#### SECTION THREE

##### AMENDMENT

The provisions of this Agreement may be amended, but only with the consent of the parcel owners of all the property described herein.

#### SECTION FOUR

##### BINDING AGREEMENT

The easement rights and responsibilities set forth in this Agreement shall be perpetual and shall run with the land, and shall be binding on the successors and assigns of the parcel owners.

EASEMENT AND ROAD MAINTENANCE AGREEMENT - 2  
Saucer Easement Agmt (6/3/2003)

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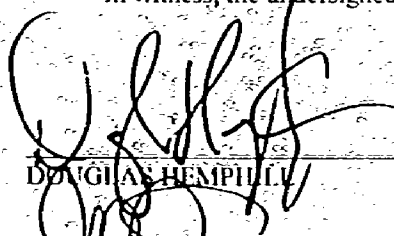
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SECTION FIVE

VOTING

If a parcel is owned by more than one person, all the owners of a parcel will collectively be referred to as the parcel owner, and will be entitled to only one collective vote, i.e., each parcel represents one vote in the matters covered by this Agreement.

In witness, the undersigned have executed this Agreement on the date first written above.

  
DOUGLAS HEMPHILL

  
PEGGY HEMPHILL

  
GERALD SAUER

  
MARY SAUER

STATE OF WASHINGTON )

County of Clark )

I certify that DOUGLAS AND PEGGY HEMPHILL appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3 day of June, 2003.

Notary Public  
State of Washington  
KARI M. HOEFER  
My Appointment Expires Aug 1, 2005

  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 8/1/05

EASEMENT AND ROAD MAINTENANCE AGREEMENT - 3  
Sauer Easement Agmt (6/3/2003)

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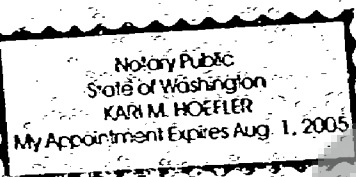
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STATE OF WASHINGTON )

County of Clark )

I certify that GERALD AND MARY SAUER appeared personally before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 3 day of June, 2003.



*[Signature]*  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 8/1/05

EASEMENT AND ROAD MAINTENANCE AGREEMENT - 4  
Sauer Easement Agmt (6/3/2003)

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BOOK 243 PAGE 871

LOT 5 OF SKAMANIA COUNTY RECORD OF SURVEY FILED FOR RECORD JUNE 20, 2000, AND RECORDED UNDER AUDITOR'S FILE NO. 138413, VOLUME 3, PAGE 356, RECORDS OF SKAMANIA COUNTY, WASHINGTON, ALSO BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21;  
THENCE ALONG THE WEST LINE OF SAID SECTION 21, NORTH 00°54'09"  
EAST, 711.33 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 89°39'01" EAST, 160.00 FEET;

THENCE NORTH 63°42'43" EAST, 981.28 FEET TO THE WESTERLY LINE OF  
THAT PORTION CONVEYED TO PACIFIC POWER AND LIGHT COMPANY BY  
INSTRUMENT RECORDED IN BOOK 48, PAGE 352;

THENCE ALONG SAID WESTERLY LINE, NORTH 49°42'26" WEST, 294.66 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 13°36'34" EAST,  
526.80 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 42°41'04" EAST,  
589.14 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 22°11'56" WEST,  
340.42 FEET TO THE NORTH LINE OF SAID SECTION 21;

THENCE ALONG THE NORTH LINE OF SAID SECTION 21, NORTH 89°42'56"  
WEST, 415.00 FEET;

THENCE SOUTH 17°31'49" WEST, 1773.43 FEET;

THENCE SOUTH 78°35'52" WEST, 262.58 FEET TO THE WEST LINE OF SAID  
SECTION 21;

THENCE ALONG SAID WEST LINE, SOUTH 00°54'09" WEST, 150.00 FEET TO  
THE POINT OF BEGINNING;

FILED A  
J

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BOOK 243 PAGE 872

**LOT 8** OF SKAMANIA COUNTY RECORD OF SURVEY FILED FOR RECORD JUNE 20, 2000, AND RECORDED UNDER AUDITOR'S FILE NO. 138413, VOLUME 3, PAGE 358, RECORDS OF SKAMANIA COUNTY, WASHINGTON, ALSO BEING A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTH HALF OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 21, TOWNSHIP 7 NORTH, RANGE 5 EAST, OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 21;  
THENCE ALONG THE WEST LINE OF SAID SECTION 21, NORTH  $00^{\circ}54'09''$  EAST, 861.33 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH  $79^{\circ}35'52''$  EAST, 252.58 FEET;  
THENCE NORTH  $17^{\circ}31'49''$  EAST, 1773.43 FEET TO THE NORTH LINE OF SAID SECTION 21;  
THENCE ALONG SAID NORTH LINE, NORTH  $89^{\circ}42'56''$  WEST, 765.00 FEET TO THE NORTHWEST CORNER OF SAID SECTION 21;  
THENCE ALONG THE WEST LINE OF SAID SECTION 21, SOUTH  $00^{\circ}54'09''$  WEST, 1742.49 FEET TO THE POINT OF BEGINNING;

UNIT B  
2

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**EASEMENT LANGUAGE TO BE ADDED TO LOT 5 AND LOT 6:**

TOGETHER WITH a non-exclusive easement for ingress, egress, and utilities, over the West 30 feet of that portion of the Southwest quarter of Section 21, Township 7 North, Range 5 East, Willamette Meridian, that lies North of the US Forest Service "90 Road", as described in Book 46 of Deeds, page 477, Skamania County Auditor's Records.

ALSO TOGETHER WITH and SUBJECT TO a non-exclusive easement for ingress, egress, and utilities, over the West 20 feet of the South 880 feet of the Northwest quarter of Section 21, Township 7 North, Range 5 East, Willamette Meridian.