

After Recording  
Return To:

Eugene F. Harris Jr.  
P.O.Box 905  
Camas WA, 98607

REAL ESTATE EXCISE TAX

N/A  
FEB 23 2004

PAID N/A  
Vicki Clelland, Deputy  
SKAMANIA COUNTY TREASURER

Doc # 2004152067  
Page 1 of 3  
Date: 02/23/2004 03:39P  
Filed by: CLARK COUNTY TITLE  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$21.00

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

Gary H. Martin, Skamania County Assessor

Date 2/23/04 Parcel # 2-5-35-804  
6.S.

AMENDMENT TO ACCESS EASEMENT

1. DATE: February 19, 2004

2. PARTIES: Harris Family Trust (hereinafter Harris)

And

Sirrah Corporation, a Washington Corporation, (hereinafter Sirrah)

3. RECITALS:

- A. Sirrah is the owner of certain property whose legal description is: Lot 4, Canyon Creek Estates, recorded in Book 3, of Short Plats, Page 297, Skamania County, WA (the Subservient Sirrah property). The Subservient Sirrah property is subject to a certain Access Agreement Recorded in Skamania County real property records as: Recording number 148386, Book 240, Page 270, Skamania County Records (the Access Easement).
- B. Harris owns certain property located in Skamania County Washington, the legal description of which is: The Southwest one-quarter (1/4) of the Northwest one-quarter (1/4) of Section 35 Township 2, Range 5 East of the Willamette Meridian, Skamania County, WA. (the Harris property).
- C. Pursuant to the Access Agreement, the Harris Property has an easement over the Subservient Sirrah property to access Mabec Mines Road.

- D. Sirrah also owns other property located in Skamania County, Washington whose legal descriptions are:
1. The NW ¼ of the SE ¼ of Section 35, Township 2N, Range 5E of the Willamette Meridian, Skamania County, WA
  2. The SW ¼ of the SE ¼ of Section 35, Township 2N, Range 5E of the Willamette Meridian, Skamania County, WA
  3. The SE ¼ of the SW ¼ of Section 35., Township 2N, Range 5E, of the Willamette Meridian, Skamania County, WA

These properties are hereinafter referred to as the Dominant Sirrah property. Said Dominant Sirrah property is not contiguous to the Subservient Sirrah property, as the Harris property is situated between the Subservient Sirrah property and the Dominant Sirrah property.

- E. The Dominant Sirrah property is not accessible to Mabee Mines Road, except over the Harris Property and the Subservient Sirrah property.
- F. The parties wish to secure an easement over the Subservient Sirrah property for the Dominant Sirrah property, in anticipation of the sale of the Subservient Sirrah property, and to set forth certain agreements regarding the use and maintenance of the easement.

NW, THEREFORE, the parties agree that the Access Agreement, identified as Recording number 148386, Book 240, Page 270, Skamania County Records, shall be Amended as follows:

4. **Paragraph 4 shall be amended to read:** Sirrah hereby conveys, grants, warrants and assigns to Harris, and to Sirrah, their successors, heirs and assigns a non-exclusive perpetual easement over and across that portion of the Subservient Sirrah property described as: The East forty (40) feet of Lot 4, Canyon Creek Estates, recorded in Book 3, of Short Plats, Page 297, Skamania County, WA (The Easement Area) for the purpose of ingress and egress and utilities to and from the Harris and the Dominant Sirrah properties. This easement shall at all times be sufficient to satisfy Skamania County standards for vehicular and pedestrian movements to and from the Harris and Dominant Sirrah properties to and from Mabee 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 Grantees, their successors or assigns that would interfere or impede the intended use granted by this easement. The parties acknowledge that the Harris property and the Dominant Sirrah property may be subdivided in the future, with parcels sold to multiple owners. The parties specifically agree that The Easement Area shall serve the Harris property and the Dominant Sirrah property in their current states, or as subdivided. If subdivided, each of the owners of the subdivided parcels shall be entitled to the benefits of this easement. Harris and Sirrah as owner of the Dominant properties may, in their discretion, make additional non-exclusive assignments of the Easement Area.
5. **Paragraph 5 shall be amended to read:** This Easement is for the benefit of the Harris property, and the Dominant Sirrah property. This Easement and its covenants shall bind and inure to the benefit of the successors and assigns of Harris and Sirrah.

6. **Paragraph 6 shall be amended to read:** From and after completion of construction of the joint access, the parties agree to maintain the joint access as follows:
- The parties shall share in the maintenance of the road equally on a pro rata basis. Providing that should the Harris and/or Sirrah properties be subdivided and parcels sold to a third party, each person owning a property served by this easement shall be responsible for a pro rata share of the cost of maintenance. The pro rata share shall be based on number of owners of the subdivided property, and not by number of lots.
  - It is anticipated that Harris and/or Sirrah shall use the Easement for forest practices, which would entail, for short periods of time, having large trucks and other forestry related vehicles on the easement. Should Sirrah, Harris, or any of their heirs, assigns or designees use the easement for forest services, then after the forest practices activity has been completed, it shall be that party's responsibility to make any repairs to the road from damage caused by the forestry activity.
7. Except as specifically provided for herein, all other terms and conditions of the Access Easement shall remain in full force and effect.

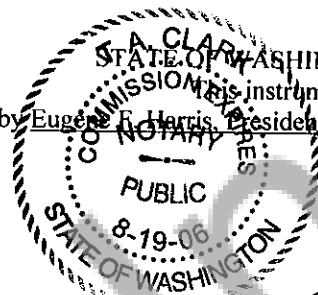
SIRRAH CORPORATION

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

HARRIS FAMILY TRUST:

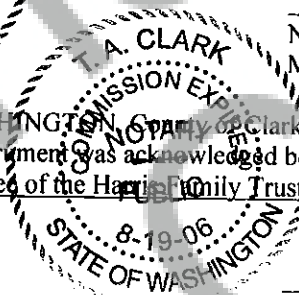
By: Eugene F. Harris, Jr.  
Eugene F. Harris, Jr., Trustee

STATE OF WASHINGTON, County of Clark )ss.  
This instrument was acknowledged before me on 2/19/04  
by Eugene F. Harris, President of Sirrah Corp.



T. A. Clark  
Notary Public for Washington  
My Commission Expires: 8-19-06

STATE OF WASHINGTON, County of Clark )ss.  
This instrument was acknowledged before me on 2/19/04  
by Eugene F. Harris, Trustee of the Harris Family Trust



T. A. Clark  
Notary Public for Washington  
My Commission Expires: 8-19-06

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