

AFTER RECORDING MAIL TO:

Woodrich & Archer LLP
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Road Easement Deed and Agreement

Grantor(s): [Last name first, then first name and initials]

1. Goodrich, Leroy
2. Goodrich, Dorothy Darlene

☐ Additional names on page _____ of document

Grantee(s): [Last name first, then first name and initials]

1. Erken, Norman
2. Erken, Nancy

☐ Additional names on page _____ of document

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/1/4]
SW 1/4 of Section 26, Township 4 North, Range 7 E.W.M.

☒ Complete legal description is on page 2 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

Book 128/Page 244/Aud#113318

☒ Additional numbers on page 2 of document

Assessor's Property Tax Parcel/Account Number(s):

0407264003000/04072640040000/04072630080000
G.S.

☐ Property Tax Parcel ID is not yet assigned

REAL ESTATE EXCISE TAX

N/A
JUN - 2 2006

PAID

N/A
Michael Garvison
SKAMANIA COUNTY TREASURER

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
WOODRICH & ARCHER LLP
P.O. Box 510
Stevenson, WA. 98648
(509)427.5665

ROAD EASEMENT DEED AND AGREEMENT

Grantor (s) LEROY GOODRICH and DOROTHY DARLENE GOODRICH, Husband
Grantee (s) NORMAN ERKEN and NANCY ERKEN, Husband and Wife
Additional Grantor(s) on page(s)
Additional Grantee(s) on page(s)
Abbreviated Legal: SW ¼ of Section 26, Township 4 North, Range 7 E.W.M.
Additional Legal on page(s) 2
Assessor's Tax Parcel No's: 04072640030000, 04072640040000, 04072630080000

THIS EASEMENT AGREEMENT is made and entered into this ___ day of May, 2006, by and between LEROY GOODRICH and DOROTHY DARLENE GOODRICH, Husband and Wife, (collectively referred to as "GRANTOR"), and NORMAN ERKEN and NANCY ERKEN, Husband and Wife, (collectively referred to as "GRANTEE").

RECITALS

A. GRANTOR is the owner of real property described in the deed recorded in Book 128 Page 244, records of Skamania County, in the County of Skamania, State of Road Easement Deed and Agreement 1

Washington. Tax Parcel Number 040726300080000.

B. GRANTEE is the owner of real property described in the deed recorded in Book 56 Page 247, records of Skamania County, and in Book 33 Page 106, in the County of Skamania, State of Washington. Tax Parcel Numbers 04072640030000 and 0407264004000 respectively.

C. GRANTOR has agreed to grant GRANTEE an exclusive perpetual easement for access over and across the property described herein for ingress and egress for the benefit of GRANTEE'S Property as presently platted, or as it may be divided in the future. Provided that, GRANTOR may use the use the road located on said easement for GRANTOR'S own use from time to time.

D. GRANTOR is vested with the authority to execute this Access Road Easement Agreement and have all necessary power and authority to execute this Access Road Easement Agreement and to perform its obligations hereunder; and

NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

PART I: MUTUAL GRANT OF EASEMENT

1. GRANTOR hereby grants to GRANTEE an exclusive perpetual easement for access over and across GRANTOR'S property for the benefit of GRANTEE'S properties as described in the recitals above and as described in Exhibit B and Exhibit C attached hereto and incorporated herein as if fully set forth. Provided that the GRANTOR may use the use the road located on said easement for GRANTOR'S own use from time to time.

2. The parties agree that the easement granted herein shall be located as described in the legal description attached hereto as Exhibit "A" and incorporated herein as if fully set forth. Said easement is as shown on the sketch attached as Exhibit "A-1" and incorporated by this reference (the "easement").

2. The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement.

3. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the GRANTOR'S Property and the GRANTEE'S Properties, the GRANTOR and GRANTEE, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or Road Easement Deed and Agreement 2

their respective heirs, successors and assigns.

PART II: ROAD MAINTENANCE PROVISIONS

The landowners agree to provide for the maintenance of all private roads common to the above-described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE; PAYMENT

1. Maintenance shall conform to Skamania County Code Chapter 12.03 in that the condition shall be maintained in a satisfactory and useable condition as is practical. At a minimum, said maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

2. If the road is substantially damaged by the activities of one landowner, including his employees or agents, that landowner shall be responsible for repairing the damage at their own expense as soon as is reasonably practicable.

3. Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the number of landowners who make daily, regular use of the easement for their primary access to their property. Landowners who make infrequent, occasional use agree that, if their use causes readily observable damage to the road surface, they will restore the road surface to the condition it was in prior to their causing the damage as soon as is practicable.

4. The landowners may from time to time establish an account at a reputable bank or financial institution designated as the "Road Maintenance Account" for the deposit and disbursement of all funds for the maintenance of the road. Each landowner who makes daily, regular use of the easement as set forth in Section 2 of this Agreement shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

B. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to GRANTEE'S parcels of land herein described in Exhibit B and Exhibit C attached hereto and incorporated herein as if fully set forth.

Road Easement Deed and Agreement 3

C. SEVERABILITY

If any provisions of this agreement are held invalid for any reason, the remainder of said agreement is not affected.

D. CONSTRUCTION; FINAL AGREEMENT

This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements which may modify or affect this easement agreement, except as set forth on the Road Maintenance Agreement between the parties hereto and recorded herewith. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



LEROY GOODRICH, GRANTOR



DOROTHY DARLENE GOODRICH,
GRANTOR

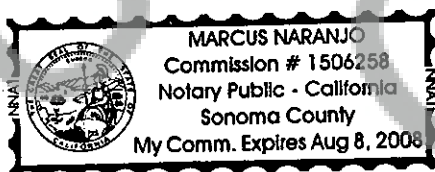
Norman Erken
NORMAN ERKEN, GRANTEE

Nancy Erken
NANCY ERKEN, GRANTEE

California
STATE OF ~~WASHINGTON~~)
Sonoma) SS.
County of ~~Sonoma~~)

I certify that I ~~know~~ or have satisfactory evidence that NORMAN ERKEN and NANCY ERKEN signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument, *before me*
MARCUS NARANJO - A NOTARY PUBLIC

Dated this 30th day of May, 2006.



Mary Naranjo
Notary Public, in and for the
State of ~~Washington~~ *California*
Commission Expires: *AUG. 08, 2008*

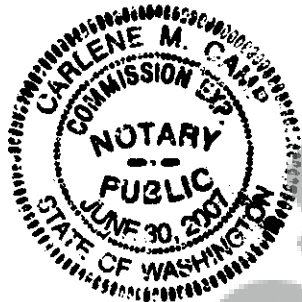
STATE OF WASHINGTON)

) SS.

County of Skamania)

I certify that I know or have satisfactory evidence that LEROY GOODRICH signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of May, 2006.



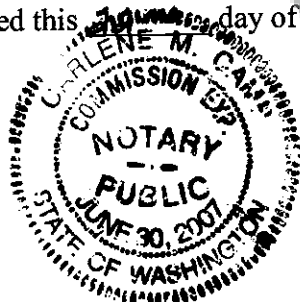
Carlene M. Carls
Notary Public, in and for the
State of Washington.
Commission Expires: 06/30/07

STATE OF WASHINGTON)

County of Skamania)

I certify that I know or have satisfactory evidence that DOROTHY DARLENE GOODRICH signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 20th day of May, 2006.



Carlene M. Carls
Notary Public, in and for the
State of Washington.
Commission Expires: 06/30/07

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2407 NE 292nd Avenue
Camas, WA 98607
360.834.2519
fax.834.5498
chalcumb@verizon.net

PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

**Access Easement
Goodrich to Erken**
Legal Description
May 17, 2006

A 30.00-foot wide strip of land, being a portion of the South 1/2 of Section 26, Township 4 North, Range 7 East, Willamette Meridian, the centerline being more particularly described as follows:

Beginning at a point on the West line of the Goodrich Tract of Land as described in Deed, recorded in Book 128, Page 244, Skamania County Deed Records, which bears S00°40'25"W, 15.00 feet from the Southwest Corner of Lot 2 of that Short Plat in Book 3, Page 269, said Plat Records; thence along a line parallel with and 15.00 feet distant and Southerly from the North line of said Goodrich Tract of Land, S88°40'37"E, 457.80 feet to a point of curvature; thence leaving said line, along the arc of a 195.00-foot radius curve concave to the Southwest, through a central angle of 77°23'37" (Chord bears S49°58'48"E, 243.83 feet) a distance of 263.40 feet to a point of tangency; thence S11°17'00"E, 189.57 feet to the South line of the NW ¼ of the NW ¼ of the SE ¼ of said Section 26 and the point of terminus.

Containing 27,323 Square Feet.

EXHIBIT A
PAGE 1 OF 1

EASEMENT SKETCH

A PORTION OF THE SOUTH 1/2 OF SECTION 26,
TOWNSHIP 4 NORTH, RANGE 7 EAST, W.M.,
SKAMANIA COUNTY, WASHINGTON

MAY 17, 2006

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EXHIBIT A-1
PAGE 1 OF 1

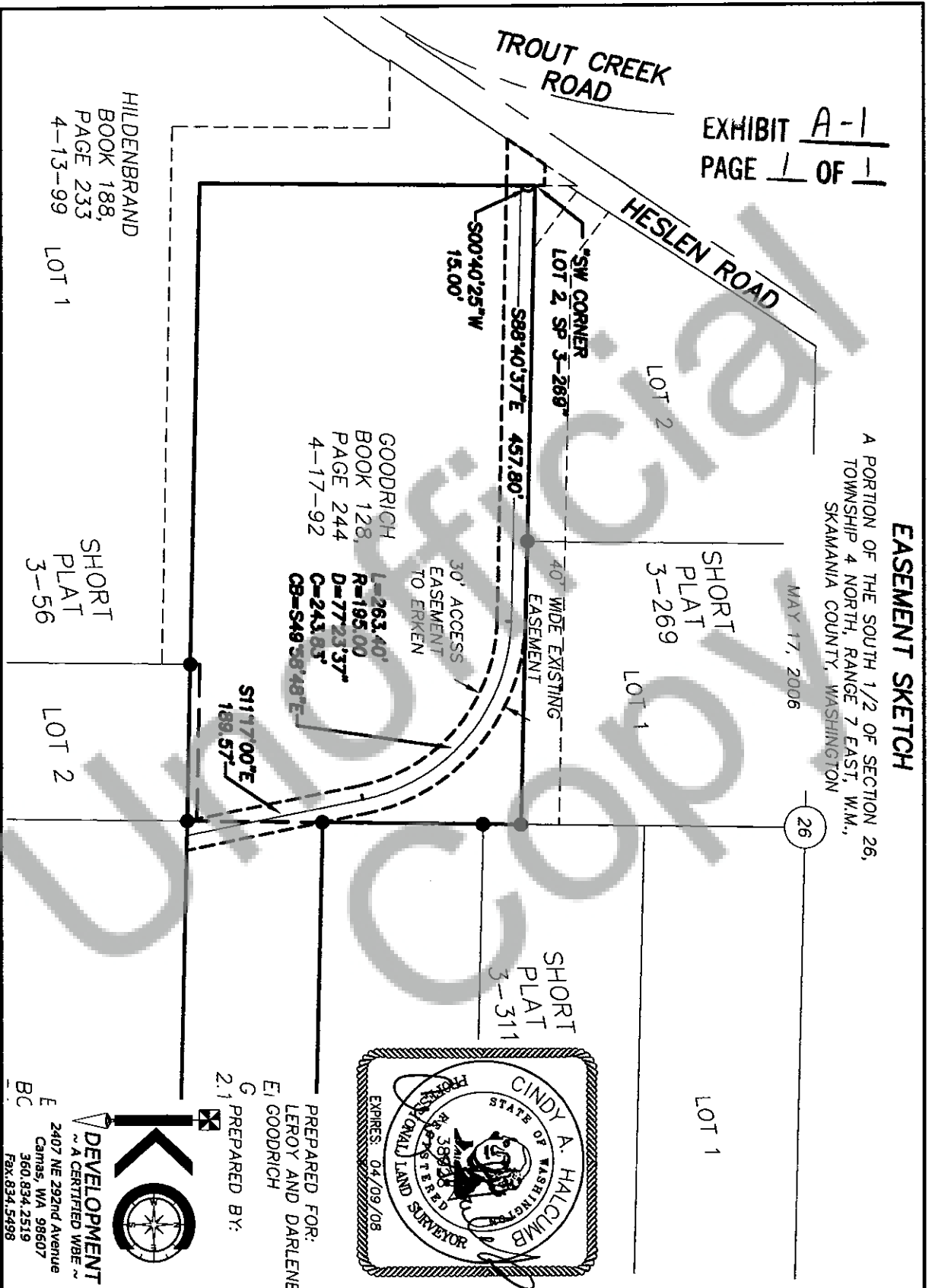


EXHIBIT B

The West Half of the Northwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) EXCEPT the north 509.56 feet thereof; and the West Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 4 North, Range 7 E.W.M.;

ALSO: That portion of the West Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) and that portion of the West Half of the East Half of the Southwest Quarter of the Southeast Quarter (W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 26, Township 4 North, Range 7 E.W.M. lying northerly of the center of Trout Creek;

TOGETHER WITH an easement and right of way 40 feet in width for an access road over and across the Northeast Quarter of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 26, Township 4 N. Range 7 E.W.M. (Tax Lot Number 04072640030000).

EXHIBIT C

All that portion of the South Half of the Southeast Quarter of Section 26 Township 4 North, Range 7 East of the Willamette Meridian, lying northerly of Trout Creek; bounded on the west by the east line of that parcel of land granted to Norman F. Erken and Nancy R. Erken by Statutory Warranty Deed recorded September 14, 1966 at Book 56 Page 247, Records of Skamania County, Washington; and bounded on the east by the west line at its northernmost projection lying north of Trout Deed, of that parcel of land conveyed to Crown Zellerbach Corporation by Warranty Deed recorded February 19, 1975 at Book 68 Page 388, records of Skamania County, Washington. (Tax Parcel Number 04072640040000)

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