

RETURN TO:

VELIKANJE, MOORE & SHORE, P.S.
Attention: Morris G. Shore
P. O. Box 22550
Yakima, WA 98907

AGREEMENT RELATING TO EASEMENTS

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Grantors: (1) **WHARRY, MARK B.**
(2) **GREEN PEAR, LLC**
(2) **RED PEAR, LLC**
(3) **YELLOW PEAR, LLC**

Grantees: (1) **WHARRY, MARK B.**
(2) **GREEN PEAR, LLC**
(2) **RED PEAR, LLC**
(3) **YELLOW PEAR, LLC**

Abbreviated Legal Descriptions: *Wharry Property:* Lot 6 and Ptn. of Lots 5, 7, 11, and 12, SEELEY SUBDIV; S19, T3N, R10, EWM; SW1/4, SE1/4, S19, T3N, R10 EWM; NW1/4 SE1/4, S19, T3N, R10 EWM; *Green Property:* Secs. 19 and 24, T3N, R10 EWM E1/2 E1/2 SE1/4 SE1/4, Sec. 24; Ptn of Lot 9, SEELEY SUBDIV; *Yellow Property:* Lots 1 and 8 SEELEY SUBDIV; Lots 3 and 4, SEELEY SUBDIV; SW1/4 SE1/4 NW1/4; Ptn SE1/4 SE1/4 NW1/4 and S1/2 N1/2 SE 1/4 NW 1/4, Sec. 19, T3N, R10; *Red Property:* Lots 2, 7, 10, 14 and 15, SEELEY SUBDIV; Ptn of Lot 9, SEELEY SUBDIV; Ptn Govt. Lot 2, W1/2 W1/2 SW1/4 SE1/4 NW1/4, S19, T3N, R10 EWM **Complete legal descriptions are on pages 2, 3 and 4 of this document.**

Assessor's Tax Parcel ID Nos.: (Wharry Parcel) 03 10 19 0 0 0800 00; (Green) 03 10 19 0 0 0308 00; 03 10 19 0 0 0308 03; (Red) 03 10 19 0 0 0307 00; 03 10 19 0 0 0307 06 (Yellow) 03 10 19 0 0 0302 00; 03 10 19 0 0 0309 00

DATE: January 23, 2007

PARTIES: (1) **MARK B. WHARRY**, as his sole and separate property
(2) **GREEN PEAR, LLC**, a Washington limited liability company
(3) **RED PEAR, LLC**, a Washington limited liability company
(4) **YELLOW PEAR, LLC**, a Washington limited liability company

PROPERTIES:

Wharry Property:

Parcel I:

Lot 5, EXCEPT that portion lying Easterly of Ausplund County Road (County Road #3091);

ALL of Lot 6;

The Northeast Quarter of Lot 7;

The East 1/2 of Lot 11, EXCEPT that portion thereof conveyed to Skamania County for Cook-Underwood County Road by instrument dated March 11, 1975 and recorded April 1, 1975 in Book 68 of Deeds at page 620 under Auditor's File No. 78963; AND EXCEPT that portion of said East 1/2 of Lot 11 lying Southerly of the South right-of-way line of said Cook-Underwood County Road

Lot 12, EXCEPT that portion thereof conveyed to Skamania County by said Auditor's File No. 78963 above; AND EXCEPT that portion of said Lot 12 lying Southerly of the South right-of-way of said Cook-Underwood County Road; AND EXCEPT that portion of said Lot 12 lying Easterly of Ausplund County Road (County Road #3091);

ALL in SEELEY'S SUBDIVISION of the Southwest Quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, according to the recorded plat thereof in the office of the Auditor of Skamania County, Washington.

Parcel II:

ALL that portion of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 19, Township 3 North, Range 10 East, W.M., lying Westerly of the county road known and designed as the Ausplund Road and Northerly of the county road known and designated as the Underwood-Willard Highway.

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Parcel III:

That portion of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 19, Township 3 North, Range 10 E.W.M., lying westerly of the county road known and designated as the Ausplund Road.

Green Property:

A parcel located in Section 19 of Township 3 North, Range 10 East and Section 24 of Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

The East half of the East half of the Southeast quarter of the Southeast quarter of Section 24;

EXCEPT County roads.

The portion of Lot 9 of the SEELEY SUBDIVISION recorded in Skamania County, Volume A of Plats, page 32, lying North of the centerline of Cook Underwood Road.

EXCEPT County roads.

Yellow Property:

Lot 1 and Lot 8, SEELEY SUBDIVISION, according to the plat thereof, recorded in Book "A" of plats, page 32, records of Skamania County, Washington.

EXCEPT County roads.

AND

Lots 3 and 4, SEELEY SUBDIVISION, recorded in Skamania County, Washington, Volume "A" of Plats, page 32;

EXCEPT County roads.

The Southwest quarter of the Southeast quarter of the Northwest quarter;

All that portion of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19 and the South half of the North half of the Southeast quarter of the Northwest quarter of Section 19, West of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road, 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the North line of said South half of the North half of the Southeast quarter of the Northwest quarter of Section 19.

EXCEPTING the West half of the West half of the West half of the Southeast quarter of the Northwest quarter of Section 19.

AND EXCEPT County roads.

Red Property:

A parcel located in Section 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

Lots 2, 7, 10, 14 and 15, SEELEY SUBDIVISION, recorded in Book "A" of plats, page 32, records of Skamania County, Washington and that portion of Lot 9 of said SEELEY SUBDIVISION South of the centerline of the Cook Underwood Road.

EXCEPT the Northeast quarter of Lot 7.

That portion of the South half of Government Lot 2 of Section 19 East of a tract of land conveyed to Broughton Lumber Company by Deed dated July 16, 1952, and recorded July 24, 1952, at page 342 of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County, Washington;

The West half of the West half of the Southwest quarter of the Southeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

EXCEPT County roads.

AGREEMENT: NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **ABANDONMENT OF APPARENT EASEMENT.** Skamania County Assessor's maps indicate an apparent easement that generally extends north-south along the easterly boundary of the Green Property (*formerly identified as Lots 1, 8 and 9 of the Seeley Subdivision, records of Skamania County*) and east-west through portions of the Green Property, Red Property, Yellow Property and the Wharry Property to Ausplund Road. A more graphic description of the apparent easement appearing on the Assessor's map is attached hereto as *Exhibit A*, and by this reference incorporated herein as if fully set forth. All of the parties to this Agreement do hereby waive and relinquish, and abandon any rights for themselves and/or their properties to the use and/or enjoyment of the said apparent easement.
2. **RECOGNITION OF EASEMENT FOR THE BENEFIT OF THE PROPERTIES TO AND FROM AUSPLUND ROAD.** The parties (*except for Green Pear, LLC and Yellow Pear, LLC with respect to Lots 1 and 8 of Seeley Subdivision, to wit: Skamania County Assessor's Tax Parcel No. 03 10 19 0 0 0309 00*) do hereby establish for their mutual benefit (*and the benefit of their respective properties of the Red Property, Yellow Property and Wharry Property*) a nonexclusive easement for ingress and egress and for utilities over, under and across a *twenty- (20-) foot* strip of

land, which is *ten (10) feet* on either side (*northerly and southerly*) of the following line:

The northerly line of properties formerly identified as Lots 5 and 6 of the said Seeley Subdivision and the easterly approximately 328 feet of Lot 7 of the said Subdivision. To more graphically depict the easement, attached hereto as **Exhibit B** is a drawing of the easement, which by this reference is incorporated herein as if fully set forth. It is understood that a cistern on the Wharry Property may encroach partially on the easement area, which encroachment, if existing, is permitted by the parties hereto.

3. **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall constitute a covenant running with the land. Nothing herein shall limit the right of the parties from entering into further agreements with respect to the easements, including the repair and maintenance thereof.

[END OF PAGE - SIGNATURE PAGES FOLLOW]

Executed as of the date and year first above written.

RED PEAR, LLC

By:

John M. Bloxom, Jr., Manager

YELLOW PEAR, LLC

By:

John M. Bloxom, Jr., Manager

GREEN PEAR, LLC

By:

John M. Bloxom, Jr., Manager

STATE OF WASHINGTON)
) ss.
County of Yakima)

On this day personally appeared before me **JOHN M. BLOXOM, JR.**, to me known to be the Manager of **RED PEAR, LCC, YELLOW PEAR, LLC, and GREEN PEAR, LLC**, all Washington limited liability companies, and who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the LLCs, for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 16th day of January, 2007.



Cynthia A. McConnell
Cynthia A. McConnell
(print name)

NOTARY PUBLIC in and for the state
of Washington, residing at YAKIMA
My appointment expires 5/26/17

Apparent easement to be abandoned

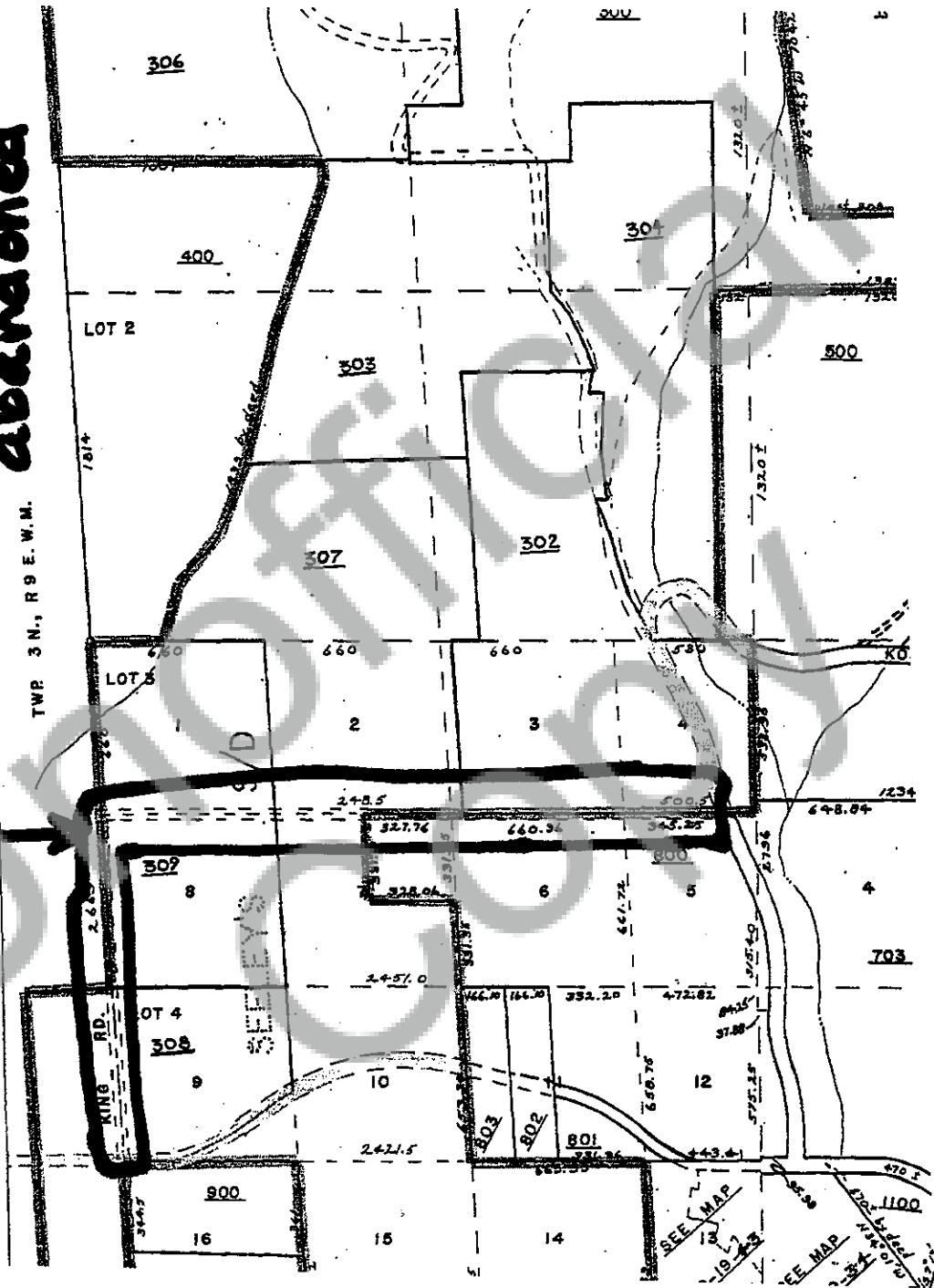
DEC # 2007164771
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EXHIBIT B TO AGREEMENT RELATING TO EASEMENTS

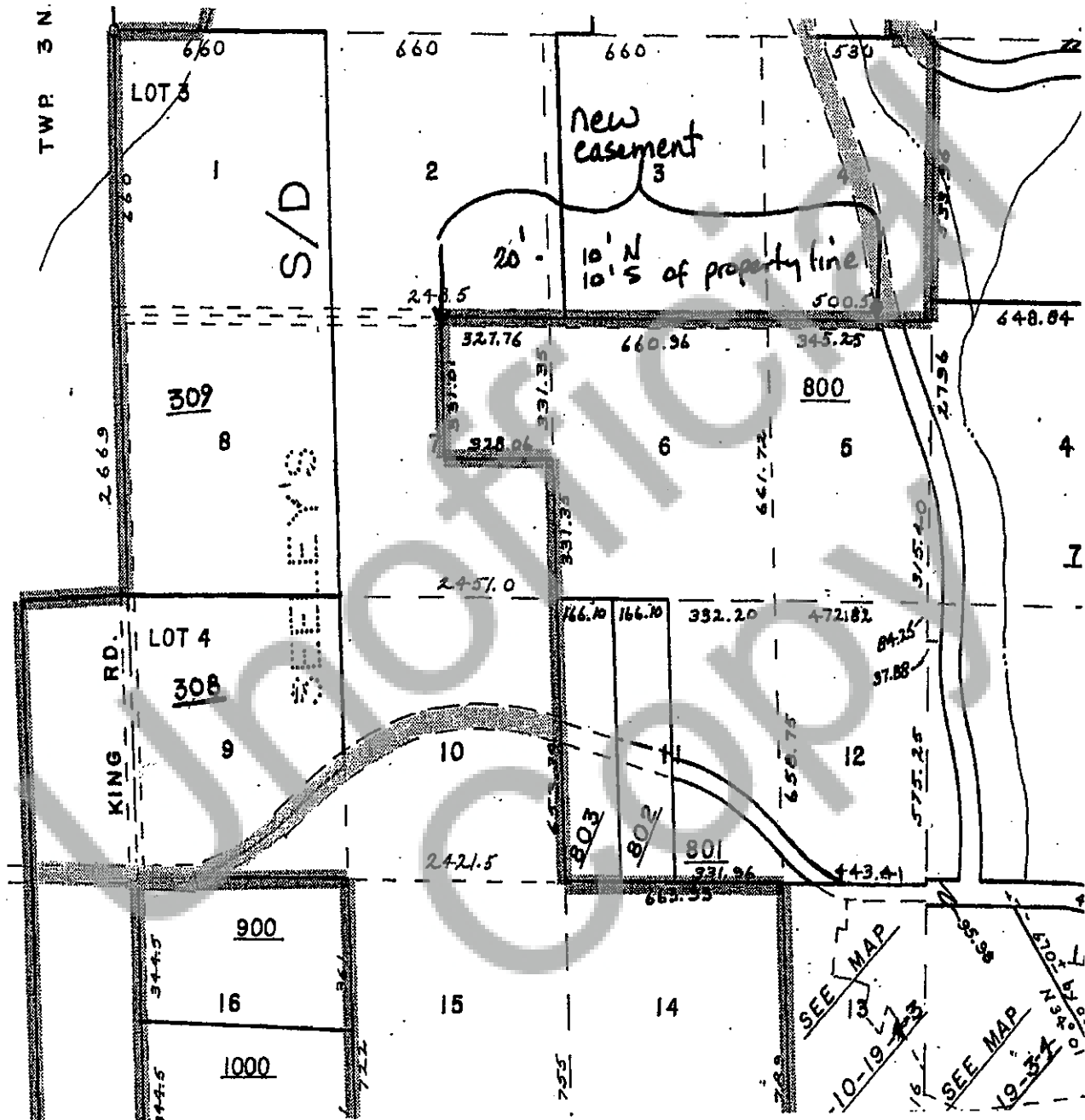


EXHIBIT B TO AGREEMENT RELATING TO EASEMENTS