

**RETURN ADDRESS:**

Cassie N. Crawford  
Nellor Retsinas Crawford  
1201 Main Street  
Vancouver, WA 98660

**REAL ESTATE EXCISE TAX**

N/A

JUN - 4 2007

PAID

*Michael Garvison*  
SKAMANIA COUNTY TREASURER

**Document Title(s)**

*Easement*

**Reference Number(s) of Related Document(s)**

**Grantor(s)**

*David Lester, Tee of the Lester Family Trust*

Additional Grantors on page \_\_\_\_\_

**Grantee(s)**

*Todd + Virginia Perman, husband + wife*

Additional Grantees on page \_\_\_\_\_

**Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range)**

*S35, T2N, R5E*

Additional Legal on page *C&A+B*

**Assessor's Property Tax Parcel/Account Number**

*02-0535000400-06*

*02-05-35-0-0-0400-06*

*02-05-35-0-0-0400-00*

Additional Parcel #s on page *1*

*6/4/07  
mgarv  
W*

After recording, return to:

Michael Simon  
Landerholm, Memovich,  
Lansverk & Whitesides, P.S.  
805 Broadway Street, Suite 1000  
Vancouver, WA 98660

Tax Lot 02-05-35-0-0-0300-00; 02-05-35-0-0-0400-06;  
02-05-35-0-0-0400-00;  
Section 35, T2N, R5E

Space Above for Recording Information Only

**EASEMENT**

**Effective Date:**

6/11, 2007

**Parties:**

David Lester, Trustee of the Lester Family Trust ("Lester"); and  
Todd and Virginia Perman, husband and wife (collectively  
"Perman").

**Recitals:**

A. Lester is the owner of 36.63 acres, Tax Parcel No. 02-05-35-0-0-0400-06 in Skamania County, Washington, legally described on Exhibit "A" ("Lester Property");

B. Perman is the owner of 29.38 acres, Tax Parcel Nos. 02-05-35-0-0-0400-06 and 02-05-35-0-0-0400-00 in Skamania County, Washington, legally described on Exhibit "B" ("Perman Property").

C. The parties acknowledge and agree that it is impractical for Perman to access and bring utilities to the Perman Property through existing methods.

NOW, THEREFORE, the parties agree as follows:

1. **Incorporation of Recitals.** The parties acknowledge and agree that the terms and conditions contained in the Recitals set forth hereinabove shall be fully incorporated into this Agreement and shall be binding as covenants upon the parties.

EASEMENT - 1  
M:\open\LESF01-000001\Easement\_final.doc

*6/14/07*  
*[Signature]*  
LAW OFFICES OF  
LANDERHOLM, MEMOVICH,  
LANSVERK & WHITESIDES, P.S.  
805 Broadway Street, Suite 1000  
P.O. Box 1086  
Vancouver, Washington 98666  
(360) 696-3312

DOC # 2007166347  
Page 2 of 10

2. **Easement/Consideration**. Lester hereby conveys to Perman a non-exclusive thirty (30) foot easement on, under and through the property depicted on Exhibit "C" for the purpose of ingress, egress, installation, maintenance and operation of utilities for the Perman Property ("Easement"). Perman shall bury all lines not less than two (2) feet deep at all points along the Easement. Perman shall further dispose of all debris occasioned by the installation of such utilities and restore the surface to the condition it was in immediately prior to such installation by Perman. Further, Perman shall keep the Easement free of any liens and/or encumbrances. Once the driveway is built and the utilities installed, Perman shall not cut any trees on the Easement Area without Lester's written agreement. The Easement shall be used for residential purposes only.

The parties further agree that the Easement shall benefit the Perman Property, but shall be limited to serving only the three (3) separate legal lots on the Perman Property.

*JP* Perman agrees to construct a gate and a good quality farm fence, the design of which will be approved by Lester, at Perman's sole cost and expense on the Lester Property in the location as depicted on Exhibit "D". The fence shall be approximately ~~nine hundred sixty (960)~~ feet in length constructed with four (4)-strand galvanized barbed wire and metal T-posts. After construction, the maintenance of such fence shall be Lester's sole responsibility.

3. **Easement Maintenance**. Until such time as the Lester Property is developed, Perman shall be solely responsible for the maintenance and repair of the Easement. Upon development of the Lester Property, Lester (or its successor) shall become proportionately responsible for the cost of the maintenance/repair of the Easement based on the length of the Easement such property actually uses. The parties shall measure the distance from Mabee Mines County Road to the driveway of each lot located on the Lester Property and that lot owner shall pay that distance divided by the length of the entire easement divided by the total number of lots accessing the easement. As an example, if the length of the easement is 400 feet and a lot on the Lester Property uses 100 feet of the easement to its driveway, that lot owner would pay  $100 \div 400 \div$  the total number of lots using the Easement, which in this example is 4. The owner of the lot on the Lester Property would pay  $1/16^{\text{th}}$  of the total assessments for the Easement. In the same example, if there were two lots on the Lester Property, then the example above would be  $100 \div 400 \div 5$ —the same owner would pay  $1/20^{\text{th}}$  of the entire cost of the assessments needed to repair the portion of the Easement from his driveway to Mabee Mines County Road. None of the owners on the Lester Property shall be responsible for repairing the Easement beyond their driveway from Mabee Mines County Road.

The parties shall endeavor to agree on any necessary repairs or maintenance but in the event there is a dispute, the dispute shall be submitted for arbitration to a single arbitrator agreed upon among them and if they are unable to agree on an arbitrator, then one shall be appointed by the presiding judge in the Skamania County Superior Court.

4. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party against any and all claims, liabilities, costs, expenses or damages of any kind or nature (including reasonable attorney's fees and costs) for any damage or injury caused by such other party, or its agents, employees, and/or contractors, in connection with the Easement and/or resulting directly or indirectly from the parties' rights and obligations under this Agreement.

5. **Entire Agreement.** This Agreement is the whole agreement between the parties and supersedes all oral understandings and previous written agreements that are inconsistent with the provisions hereof. There are no representations, warranties or other agreements between the parties that in any way modify or change the terms of this Agreement.

6. **Headings.** The headings appearing in this Agreement are for convenience of reference only and in no way define, limit or circumscribe the scope and intent of this Agreement or any provision herein.

7. **Benefit.** The terms of this Agreement shall run with the land and for the benefit of and binding upon the parties, their respective heirs, beneficiaries, grantees, successors and assigns.

8. **Enforcement.** This Agreement shall be governed by the laws of the State of Washington with venue in Skamania County. In the event of any dispute under the terms of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

\_\_\_\_\_ 5/18/07 \_\_\_\_\_ LESTER FAMILY TRUST  
Date David Lester, Trustee

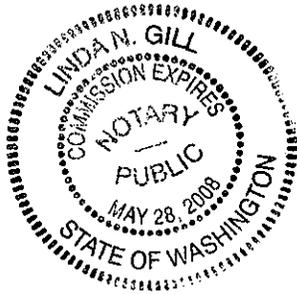
\_\_\_\_\_ 6-1-07 \_\_\_\_\_  
Date Todd Perman

\_\_\_\_\_ 6-1-07 \_\_\_\_\_  
Date Virginia Perman

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that David Lester signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Trustee of Lester Family Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: May 18, 2007.



Linda M. Gill  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 5-28-2008

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Todd Perman signed this instrument, on oath stated it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/1, 2007.

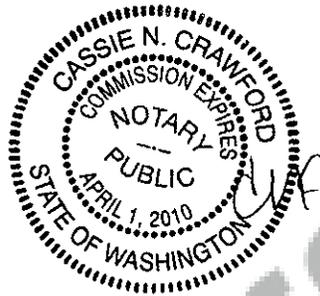


Cassie N. Crawford  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 4/1/10

STATE OF WASHINGTON )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Virginia Perman signed this instrument, on oath stated it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6/11, 2007.



Cassie N. Crawford  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: 4/1/10

**EXHIBIT "A"**

That portion of the NE ¼ of the NW ¼ of Section 35, Township 2 North, Range 5 E.W.M. lying northerly and westerly of Maybee Mines Road, (County Road 112); SUBJECT TO a thirty foot easement along the south line of said property.

Unofficial  
Copy

EXHIBIT "B"

PARCEL I

That portion of the Northwest Quarter of the Northwest Quarter of Section 35, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying North of Old Road on top of ridge.

EXCEPT that portion conveyed to Dale Richards, et ux, by instrument recorded in Book 223, Page 705. Also re-recorded as shown on Exhibit 'B' in Auditor File No. 2005 157995.

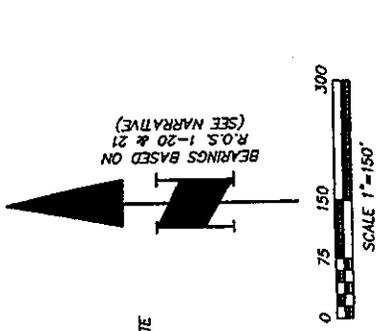
PARCEL II *2007* Gary H. Martin, Skamania County Assessor  
Date 7-14-05 Parcel # 2-5-35-400

A portion of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 35, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a 1 inch iron pipe with brass cap at the Northwest corner of Section 35 as shown on the Plat of "River Edge Acres" as recorded in Book 'B' of Plats, Page 96, Skamania County Auditor Records; thence South 00°41'25" West, along the West line of the Northwest Quarter of Section 35, for a distance of 652.00 feet to the most Westerly Southwest corner of the "Richards Tract" as described in Book 74 of Deeds, Page 320, Skamania County Auditor Records and the True Point of Beginning; thence continuing South 00°41'25" West, 660.00 feet to the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 35; thence South 80°05'00" East, 299.00 to a 1/2 inch iron rod as set in a 2001 "Hagedorn Inc. Survey"; thence following a fence line, North 77°00'00" East, 98.00 to a 1/2 inch iron rod (2001 Hagedorn Inc. Survey); thence North 78°20'00" East, 193.00 feet to a 1/2 inch iron rod (2001 Hagedorn Inc. Survey); thence North 83°20'00" East, 86.00 feet to a 1/2 inch iron rod (2001 Hagedorn Inc. Survey); thence North 79°10'00" East, 231.00 feet, to a 1/2 inch iron rod (2001 Hagedorn Inc. Survey); thence North 69°40'00" East, 100.30 feet to a 1/2 inch iron rod (2001 Hagedorn Inc. Survey); thence North 00°42'38" East, leaving said fence line, 16.20 feet to the South line of the "Richards Tract" at a point on the centerline of an existing road (being the "old road on top of ridge" noted in the "Richards Description") that bears North 89°11'31" West, 330.00 feet and South 00°42'38" West, 1184.07 feet from the Northeast corner of the Northwest Quarter of the Northwest Quarter of Section 35; thence South 67°00'00" West, along said road centerline (and the South line of the "Richards Tract") 40.00 feet; thence South 74°00'00" West, 69.00 feet; thence South 79°00'00" West, 236.00 feet; thence South 83°00'00" West, 94.00 feet; thence South 78°20'00" West, 145.23 feet to the South line of the Northwest Quarter of the Northwest Quarter of Section 35; thence North 89°06'27" West, along said South line, 85.29 feet to a point that is South 89°06'27" East, 330.00 feet from the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 35, said point also being the most Southerly Southwest corner of the "Richards Tract"; thence North 00°41'25" East, 660.00 feet to an inner corner of the "Richards Tract"; thence North 89°06'27" West, 330.00 to the True Point of Beginning.



# Exhibit D



- LEGEND**
- POSITION OF 5/8" I.R. WITH ORANGE PLASTIC CAP STAMPED "WHITTEN 12412" AS SHOWN IN BK 1, PGS 20 & 21, SKAMANIA COUNTY, AUDITOR'S RECORDS, UNLESS NOTED OTHERWISE
  - ⊙ SET 5/8" x 30" IRON REBAR WITH ORANGE PLASTIC CAP STAMPED "BESEDA 34127" WITH STEEL FENCEPOST SET ALONGSIDE
  - ⊠ STEEL FENCE POST SET ON LINE, DISTANCE TO NEAREST FOOT
  - R.O.S. = RECORD OF SURVEY
  - ( ) RECORD DATA PER R.O.S. BK 1, PGS 20 & 21
  - CENTERLINE
  - ↔ DIRECTION OF SLOPE

