

Recording Requested By And
When Recorded Mail To:

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Page 1 of 3
Date: 11/20/2007 01:43P
Filed by: BOARD OF COUNTY COMMISSIONERS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$42.00

REAL ESTATE EXCISE TAX

N/A

NOV 20 2007

PAID

N/A

Audrey Leary
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT

Grantor: Timothy O'Leary and Michelle Cardinal, husband and wife
Grantee: Skamania County Board of Commissioners
Legal Description: NW1/4 Section 23, Township 4 North, Range 7 East
Assessor's Tax Parcel ID#: 04072300010000
Reference Nos. of Documents Released or Assigned: *2m 11/20/07*

Timothy O'Leary and Michelle Cardinal, husband and wife, hereinafter referred to as "Grantor," and Skamania County Board of Commissioners, hereinafter referred to as "Grantee," enter into this Easement Agreement this 20th day of November, 2007.

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Skamania County, Washington, more particularly described as:

The West Half of the Northwest Quarter of the Northwest Quarter of Section 23, Township 4 North, Range 7 East of the Willamette Meridian (the "Real Property"); and

WHEREAS, Grantee from time to time engages in firefighting activities near and around the portion of Skamania County where the Real Property is located; and

WHEREAS, Grantor desires to grant to Grantee a nonexclusive easement in gross for the sole purpose of drawing water from an artificial lake constructed on the Real Property in order to assist with Grantee's firefighting efforts.

NOW, THEREFORE, in consideration of ten dollars and other good and valuable consideration, the parties agree as follows:

1. Grantor conveys and grants to Grantee and their agents a nonexclusive easement to draw water by helicopter from the artificial lake located on the Real Property (the "Easement").

2. Grantee's access to the lake shall be solely by helicopter. No access shall be granted for any other type of vehicle to enter the Real Property. In particular, no motor vehicles shall be allowed to access the lake through any other portion of the Real Property.

3. The Grantee shall only have the right to utilize the Easement in the event they are engaging in firefighting activities within an approximately three (3) mile radius of the Real Property.

4. Nothing in this agreement shall be construed to require Grantor or their successor's in interest to

EASEMENT AGREEMENT - 1

continue to maintain or keep the lake on the Real Property. In the event the lake is removed or is destroyed, the Easement shall be automatically terminated.

5. In the event any damage is caused to the Real Property through the exercise of the Easement, including, but not limited to, the lake bed or banks, landscaping or other improvements on the Real Property, Grantee agrees to restore the Real Property as closely as possible to its pre damaged condition, at Grantee's sole expense.

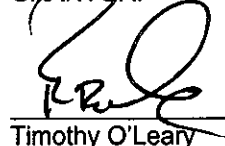
6. This easement shall be for five (5) years and may be renewed by Grantor at their discretion.

7. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

8. Grantee shall take reasonable measures to insure that use of the Easement will not unreasonably interfere with the quiet enjoyment of the Real Property.

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

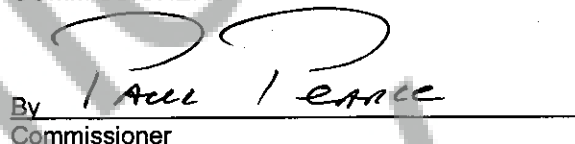
GRANTOR:


Timothy O'Leary


Michelle Cardinal

GRANTEE:

SKAMANIA COUNTY BOARD OF COMMISSIONERS

By 
Commissioner

By 
Commissioner

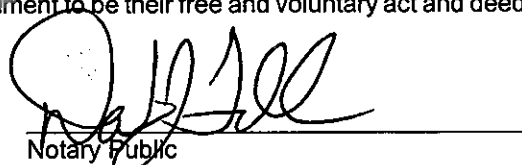
By 
Commissioner

OREGON
STATE OF WASHINGTON
Multnomah
County of Skamania

: ss.
)

On this 12th day of November, 2007, before me personally appeared Timothy O'Leary and Michelle Cardinal, husband and wife, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

DATED: 11-12-07


Notary Public

My Appointment Expires: 10-8-08

EASEMENT AGREEMENT - 2



STATE OF WASHINGTON)

County of Skamania)

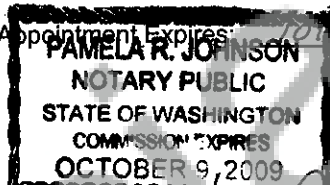
: ss.

On this 20th day of November, 2007, before me personally appeared Paul Pearce
to me known to be a member of the Skamania County
Board of Commissioners and acknowledged said instrument to be the free and voluntary act and deed of Skamania
County for the uses and purposes therein mentioned.

DATED: 11/20/07

Pamela R. Johnson
Notary Public

My Appointment Expires: 10/9/09



STATE OF WASHINGTON)

County of Skamania)

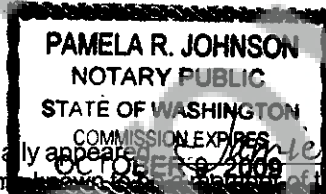
: ss.

On this 20th day of November, 2007, before me personally appeared Tom Richardson
to me known to be a member of the Skamania County
Board of Commissioners and acknowledged said instrument to be the free and voluntary act and deed of Skamania
County for the uses and purposes therein mentioned.

DATED: 11/20/07

Pamela R. Johnson
Notary Public

My Appointment Expires: 10/9/09



STATE OF WASHINGTON)

County of Skamania)

: ss.

On this 20th day of November, 2007, before me personally appeared Marie Tolfree
to me known to be a member of the Skamania County
Board of Commissioners and acknowledged said instrument to be the free and voluntary act and deed of Skamania
County for the uses and purposes therein mentioned.

DATED: 11/20/07

Pamela R. Johnson
Notary Public

My Appointment Expires: 10/9/09

