

**REAL ESTATE EXCISE TAX**

27588

**RETURN ADDRESS:**

Donald G. Grant  
Grant & Elcock, PLLC  
1101 Broadway, Suite 250  
Vancouver, WA 98660

MAY 13 2008

PAID

*Exempt*

*by deputy*

SKAMANIA COUNTY TREASURER

**EASEMENT AGREEMENT**

Reference: N/A

Grantors: CLAYTON G. KENYON and KATHLEEN K. KENYON

Grantee: BETTY OLESEN

*(full legal page 5)*

Abbreviated Legal Description: LOT 2 LEWIS SP BK 3 / PG 415

Assessor's Property Tax Parcel/Account #: 02053300011000 *(SK)*

1. Effective Date:

*May 1*, 2008.

2. Parties

CLAYTON G. KENYON and KATHLEEN K. KENYON,  
husband and wife,  
(herein "GRANTORS"),

and

BETTY OLESEN,  
a single person,  
(herein "GRANTEE").

3. Recitals:

- A. GRANTORS are the owner of real property located in Skamania County, Washington, with an abbreviated legal description of LOT 2 LEWIS SP BK 3 / PG 415 and designated by Skamania County Assessor's Parcel

No. 02053300011000. This parcel is referenced herein as the "Kenyon Parcel."

- B. GRANTEE is the owner of real property located in Skamania County, Washington, legally described in Exhibit "A" attached hereto and incorporated herein by this reference and designated by Skamania County Assessor's Parcel No. 02053300100000. This parcel is referenced herein as the "Olesen Parcel."
- C. A sketch showing the location of the "Kenyon Parcel" and the Easement specified herein is attached hereto as Exhibit "B" and incorporated herein by this reference.

NOW, THEREFORE, in consideration of and as settlement of the boundary dispute and the litigation initiated in *Olesen vs. Lewis, et al.*, Skamania County Superior Court Cause No. 05-2-00137-4, GRANTOR hereby agrees as follows:

- 4. Conveyance of Easement. GRANTORS hereby agree and convey to GRANTEE a perpetual, nonexclusive easement across the entrance to Carleton Road delineated in and legally described in Exhibit "C" (drainage ditches, shoulders and roadway) attached hereto and incorporated herein by this reference, for the purpose of ingress and egress to the Olesen Parcel for the benefit of GRANTEE as follows: This Easement Agreement shall only be for the benefit of the Olesen Parcel and the burden to the Kenyon Parcel. GRANTEE may not extend or modify the roadway, ditches, or shoulders conveyed by this Easement Agreement without the written consent of GRANTORS and the owners of property located in Carleton Heights Short Plat, Lewis Short Plat, and Carleton Heights II. This Easement is granted only for that portion of Exhibit "D" as may be reasonably necessary for GRANTEE to meet engineering or regulatory requirements to construct and maintain a new access driveway to a new residence on Olesen Parcel and on the condition that GRANTORS are not required to make any material changes to the roadway.
- 5. Run with the Land. This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of all parties and the real property described herein, their successors and assigns, heirs and all other persons claiming under them, and shall be a part of all transfers and conveyances of the above-referenced properties as if set forth in full in such transfers and conveyances.
- 6. Purpose of Easement. This easement is for residential driveway, ingress, egress, and utility purposes only. The passage for the ingress or egress of this easement may not be obstructed, impaired, nor used in any manner by GRANTOR or GRANTEES to impair the rights of the other party or the owners of property located in Carleton Heights Short Plat, Lewis Short Plat, and Carleton

Heights II.

7. Amendment or Revocation. This Easement Agreement may be amended or revoked only by the mutual agreement of GRANTOR and GRANTEES as well as the Lewis Short Plat Homeowners Association, Carleton Heights Property Owners Association, and Carleton Heights II Property Owners Association. Said amendment or revocation shall be effective upon the recordation with the Skamania County Auditor of an instrument signed by GRANTOR and GRANTEES and authorized agents of the Lewis Short Plat Homeowners Association, Carleton Heights Property Owners Association, and Carleton Heights II Property Owners Association.
8. Entire Agreement. This Agreement constitutes the entire agreement between the parties. The parties shall not be bound by any promises, representations, or agreements except as are herein especially set forth or as otherwise set forth in writing.
9. Validity. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remained of this Agreement.

DATED: May 1, 2008.

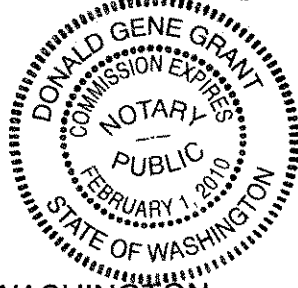
  
CLAYTON G. KENYON

  
KATHLEEN K. KENYON

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

I certify that I know or have satisfactory evidence that CLAYTON G. KENYON is the person who appeared before me, and the said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 1, 2008.

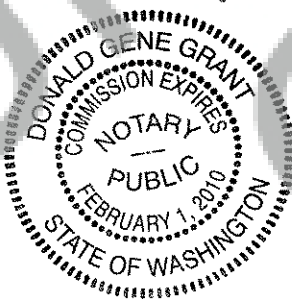


Donald G. Grant  
 NOTARY PUBLIC in and for the State  
 of Washington  
 My Appointment Expires: 2/1/08

STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

I certify that I know or have satisfactory evidence that KATHLEEN K. KENYON is the person who appeared before me, and the said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: May 1, 2008.



Donald G. Grant  
 NOTARY PUBLIC in and for the State  
 of Washington  
 My Appointment Expires: 2/1/08

Exhibit A

A tract of land in the Northeast quarter, of said Section 33, Township 2 North, Range 5 East, of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point marking the intersection between the Northerly right-of-way line of the Washougal River Road and the West line of the Northeast quarter of the Northeast quarter of said Section 33;

THENCE North  $01^{\circ}22'29''$  East, along the West line of the Northeast quarter, of the Northeast quarter of said Section 33, for a distance of 208.00 feet;

THENCE North  $88^{\circ}25'54''$  East, parallel with and 208.00 feet from when measured at right angles to the Northerly right-of-way of said Washougal River Road, for a distance of 208.00 feet;

THENCE South  $01^{\circ}22'29''$  West, parallel with and 208.00 feet from when measured at right angles to the West line of the Northeast quarter, of the Northeast quarter of Section 33, for a distance of 208.00 feet to the Northerly right-of-way line of said Washougal River Road;

THENCE South  $88^{\circ}25'54''$  West, along the Northerly right-of-way line of said Washougal River Road, for a distance of 208.00 feet to the True Point of Beginning;

TOGETHER WITH a tract of land in the Northwest quarter, of the Northeast quarter of said Section 33;

BEGINNING at a point marking the intersection between the Northerly right-of-way line of the Washougal River Road and the East line of the Northwest quarter, of the Northeast quarter of said Section 33;

THENCE North  $01^{\circ}22'29''$  East, along the East line of the Northwest quarter, of the Northeast quarter of said Section 33, for a distance of 140.00 feet;

THENCE South  $88^{\circ}25'54''$  West, parallel with and 140.00 feet from when measured at right angles to the Northerly right-of-way line of said Washougal River Road, for a distance of 25.00 feet;

THENCE South  $01^{\circ}22'29''$  West, parallel with and 25.00 feet from when measured at right angles to the East line of the Northwest quarter, of the Northeast quarter of said Section 33, for a distance of 140.00 feet to the Northerly right-of-way of said Washougal River Road;

THENCE North  $88^{\circ}25'54''$  East, along the Northerly right-of-way line of said Washougal River Road, for a distance of 25.00 feet of the Point of Beginning;

An easement for ingress and egress and utilities over, under and across a strip of land 30.00 feet wide, being 15.00 feet left and right of a centerline being located in the Northwest quarter, of the Northeast quarter of Section 33, Township 2 North, Range 5 East, of the Willamette Meridian, Skamania County, Washington, described as follows;

BEGINNING at the Northeast corner of the Northwest quarter, of the Northeast quarter of said Section 33;

THENCE South  $01^{\circ}22'29''$  West, along the East line of the Northwest quarter, of the Northeast quarter of said Section 33, for a distance of 878.47 feet to a point 140.00 feet North of the Northerly right-of-way of Washougal River Road;

THENCE South  $88^{\circ}25'54''$  West, parallel with and 140.00 feet from when measured at right angles to the Northerly right-of-way line of said Washougal River Road, for a distance of 25.00 feet;

THENCE South  $01^{\circ}22'29''$  West, parallel with and 25.00 feet from when measured at right angles to the East line of the Northwest quarter, of the Northeast quarter of said Section 33, for a distance of 61.35 feet to the True Point of Beginning;

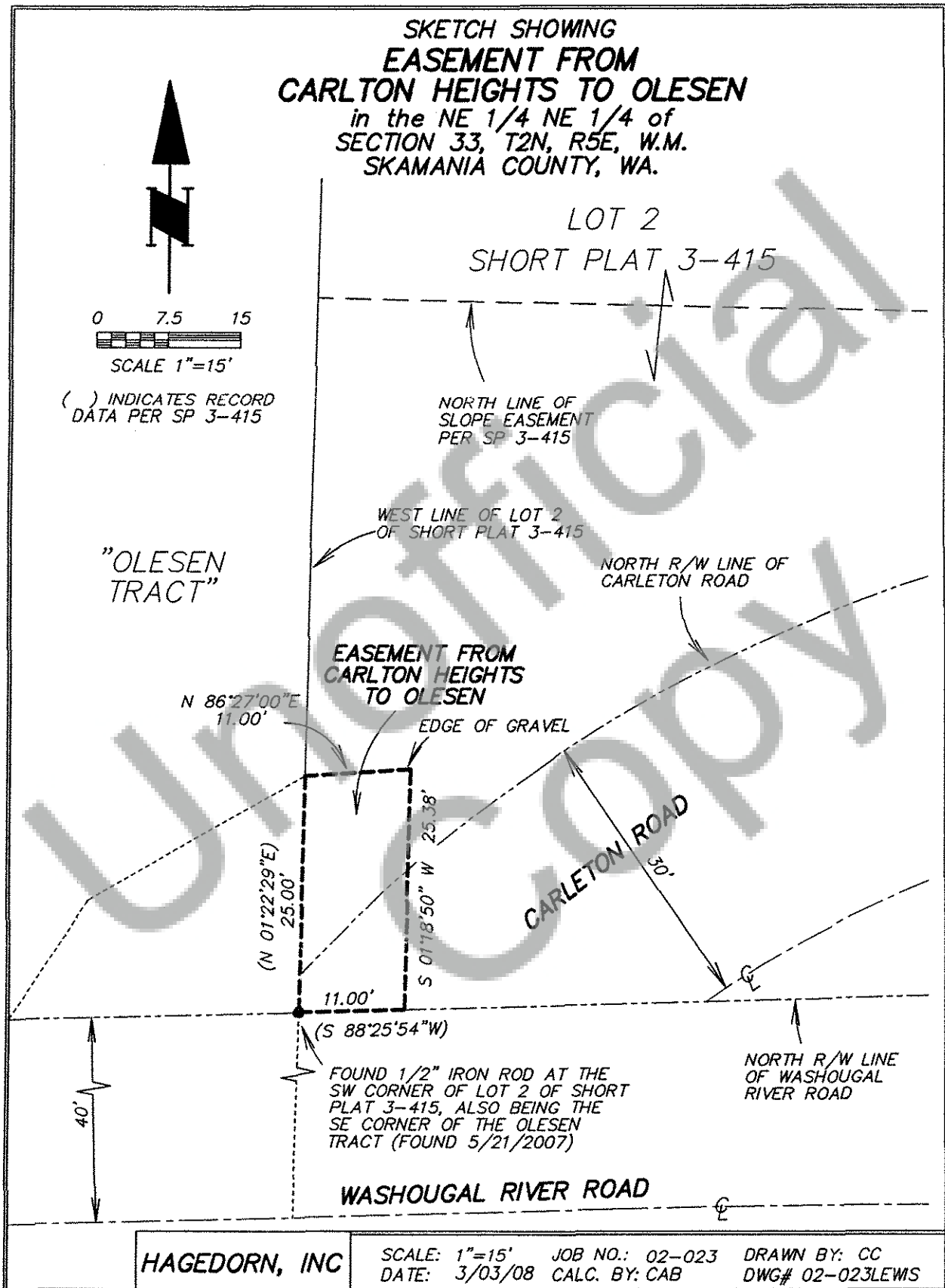
THENCE South  $40^{\circ}52'52''$  East, a distance of 21.04 feet;

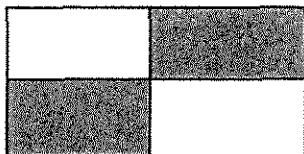
THENCE South  $48^{\circ}02'35''$  East, a distance of 30.73 feet;

THENCE South  $38^{\circ}28'03''$  East, a distance of 12.98 feet;

THENCE South  $17^{\circ}49'30''$  East, a distance of 21.44 feet to the Northerly right-of-way line of Washougal River Road and the terminus of the easement.







# HAGEDORN, INC.

## SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • [www.hagedornse.com](http://www.hagedornse.com)

March 13, 2008

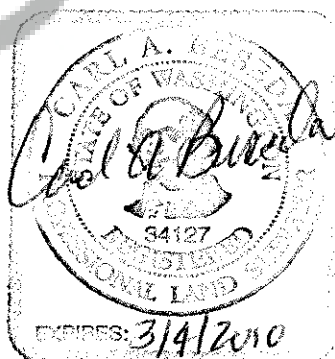
### LEGAL DESCRIPTION FOR DALE LEWIS

#### EASEMENT FROM CARLTON HEIGHTS TO OLESEN:

A portion of Lot 2 of that short plat recorded in Book 3, page 415, located in the Northeast quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a 1/2 inch iron rod marking the Southwest corner of Lot 2 of that Short Plat recorded in Book 3, page 415, Skamania County Auditor's Records, being on the North right-of-way line Wahougal River Road; thence North  $01^{\circ} 22' 29''$  East, along the West line of said Lot 2, for a distance of 25.00 feet; thence North  $86^{\circ} 27' 00''$  East, for a distance of 11.00 feet; thence South  $01^{\circ} 18' 50''$  West, for a distance of 25.38 feet to the North right-of-way line of Washougal River Road; thence South  $88^{\circ} 25' 54''$  West, along said North right-of-way line, for a distance of 11.00 feet to the POINT OF BEGINNING.

LD-2008\Lewis-Esmt from Carlton Hghts to Olesen.acb  
02-023



3/13/2008