

## REAL ESTATE EXCISE TAX

AFTER RECORDING MAIL TO:

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

PAID 111A  
JUL 22 2008  
N/A  
9 deputy  
SKAMANIA COUNTY TREASURER

**Document Title(s) or transactions contained therein:**

1. Easement Deed and Road Maintenance Agreement

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

1. Robert L. Hildenbrand and Hetty G. Hildenbrand, Husband and Wife

☐ Additional names on page \_\_\_\_ of document

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

1. Norman Erken and Nancy Erken, Husband and Wife
2. Leroy Goodrich and Darlene Goodrich, Husband and Wife

☐ Additional names on page \_\_\_\_ of document

**Abbreviated Legal Description:** [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

26 T 4 N R 7 E W M

☒ Complete legal description is on pages 9-13 of document

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

☐ Additional numbers on page \_\_\_\_ of document

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

04 07 26 3 0 0900 00, 04 07 26 4 0 0300 00, 04 07 26 4 0 0400 00, 04 07 26 3008 0000

☐ Property Tax Parcel ID is not yet assigned

After recording return to:

WOODRICH & ARCHER LLP  
Attorneys at Law  
PO Box 510  
Stevenson, WA 98610

### **EASEMENT DEED AND ROAD MAINTENANCE AGREEMENT**

THIS EASEMENT AND ROAD MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of May, 2008 by and between ROBERT L. HILDENBRAND and HETTY G. HILDENBRAND, Husband and Wife, ("GRANTOR HILDENBRAND"), and NORMAN ERKEN and NANCY ERKEN, Husband and Wife ("GRANTEE ERKEN") and LEROY GOODRICH and DARLEENE GOODRICH, Husband and Wife, ("GRANTEE GOODRICH").

### **RECITALS**

A. GRANTOR HILDENBRAND is the owner of Tax Parcel 04-07-26-3-0-0900-00], according to the deed thereof recorded in Book 188, Page 233, in the County of Skamania, State of Washington legally described as:

A tract of land in the Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, In the county of Skamania, state of Washington, described as follows: Lot 1 of the DIAL SHORT PLAT, recorded in Book 3 of Short Plats, Page 56, Skamania County Records.

B. GRANTEE ERKEN is the owner of Tax Lot Numbers 00 10 23 2 3 0300 00 and 03 10 23 2 3 0400 00, according to the deed thereof recorded AF# 2008169340 County of

Skamania, State of Washington. Tax Lot Number 00 10 23 2 3 0300 00 described as:

A tract of land located in a portion of the West half of the Southeast quarter of Section 26, Township 4 North, Range 7 East, Willamette Meridian, Skamania County Washington, more particularly described in the legal attached hereto as Exhibit "A" and incorporated herein as if fully set forth.

Grantee Erken is also the owner of Tax Parcel Number 03 10 23 2 3 0400 00 in the County of Skamania, State of Washington described as:

A tract of land located in a portion of the Northwest of the Southeast quarter of Section 26, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described in the legal attached hereto as Exhibit "B" and incorporated herein as if fully set forth.

C. GRANTEE GOODRICH is the owner of Tax Lot Number (Tax Parcel Number 04 07 26 3008 0000 ) according to the deed thereof recorded in AF# 2006161681 County of Skamania, State of Washington described as:

A portion of the Erken Tract of Land as described in Deed, recorded in Book 56, Page 247, Skamania County Deed Records, together with the Goodrich Tract of Land as described in deed, recorded in Book 128, Page 244, said Deed Records, situated in the South  $\frac{1}{2}$  of Section 26, Township 4 North, Range 7 East, Willamette Meridian, more particularly described in the legal attached hereto as Exhibit "C" and incorporated herein as if fully set forth.

D. GRANTOR HILDENBRAND has agreed to grant to GRANTEE ERKEN and GRANTEE GOODRICH a non-exclusive perpetual easement for access over and across GRANTOR HILDENBRAND'S property for ingress, egress and for utilities for the benefit of GRANTEE ERKEN'S property and GRANTEE GOODRICH'S property.

G. GRANTOR HILDENBRAND 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:**

Hildenbrand/Erken/Goodrich Road Easement Deed and Agreement 2

## **PART I: GRANT OF EASEMENT**

1. GRANTOR HILDENBRAND, hereby grants to GRANTEE ERKEN and GRANTOR HILDENBRAND hereby grants to GRANTEE GOODRICH, a non-exclusive perpetual easement for access and utilities over and across Grantors' property. The parties agree that the easement granted herein shall be located as described in Exhibit "D" attached hereto and incorporated herein as if fully set forth and shall be forty feet in width as shown on the sketch attached as Exhibit "E" 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.

5. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantors' Property and the respective Grantees' Properties, the Grantors and Grantees, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

## **PART II: ROAD MAINTENANCE PROVISIONS**

GRANTEE ERKEN and GRANTEE GOODRICH (herein "landowner(s)") 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 the parcels of land herein described.

#### **C. SEVERABILITY**

If any provisions of this agreement is 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.

ROBERT L. HILDENBRAND  
GRANTOR  
Owner Tax Lot Number  
04-07-26-3-0-0900-00

BETTY G. HILDENBRAND  
GRANTOR

RIVERVIEW COMMUNITY BANK  
RIVERVIEW SERVICES INC.  
BENFICIARY DEED OF TRUST  
RECORDED AF# \_\_\_\_\_



NORMAN ERKEN  
GRANTEE

Owner Tax Lot Numbers  
00 10 23 2 3 0300 00 and 03 10 23 2 3 0400 00



NANCY ERKEN  
GRANTEE

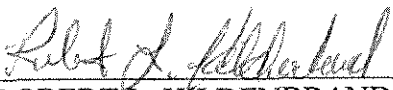


LEROY GOODRICH  
GRANTEE


Owner Tax Lot Number  
04 07 26 3008 0000



DARLENE GOODRICH  
GRANTEE


  
ROBERT L. HILDENBRAND  
GRANTOR  
Owner Tax Lot Number  
04-07-26-3-0-0900-00

  
HETTY G. HILDENBRAND  
GRANTOR

  
RIVERVIEW COMMUNITY BANK  
RIVERVIEW SERVICES INC.  
BENFICIARY DEED OF TRUST  
RECORDED AF# \_\_\_\_\_

\_\_\_\_\_  
NORMAN ERKEN  
GRANTEE  
Owner Tax Lot Numbers  
00 10 23 2 3 0300 00 and 03 10 23 2 3 0400 00

\_\_\_\_\_  
NANCY ERKEN  
GRANTEE

  
LEROY GOODRICH  
GRANTEE  
Owner Tax Lot Number  
04 07 26 3008 0000

  
DARLENE GOODRICH  
GRANTEE



## ACKNOWLEDGMENT

State of California

County of Sonoma

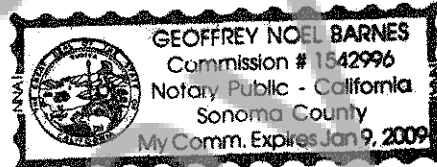
On June 6th, 2008 before me, Geoffrey Noel Barnes, Notary Public  
(insert name and title of the officer)

personally appeared Norman Erken and Nancy Erken,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Geoffrey N Barnes (Seal)

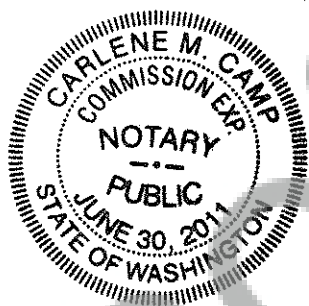




STATE OF WASHINGTON )  
 )  
County of Skamania )

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

Dated this 5<sup>th</sup> day of July, 2008.

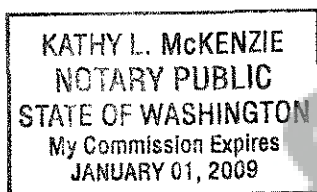


*Carlene M. Camp*  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 06.30.11

STATE OF WASHINGTON )  
 )  
 County of Skamania )

I certify that I know or have satisfactory evidence that ROBERT L. HILDENBRAND and BETTY G. HILDENBRAND signed this Easement Road Maintenance Agreement and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of July, 2008.



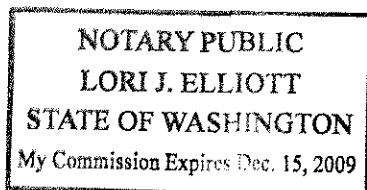
*[Signature]*  
 Notary Public, in and for the  
 State of Washington.

Commission Expires: Jan 1, 2009

STATE OF WASHINGTON )  
 )  
 County of Skamania )

I certify that I know or have satisfactory evidence that Kathy McKenzie signed this Easement Road Maintenance Agreement and acknowledged that they were authorized to sign this document on behalf of RIVERVIEW COMMUNITY BANK and RIVERVIEW SAVINGS INC. and that he/she acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 8<sup>th</sup> day of July, 2008.



*[Signature]*  
 Notary Public, in and for the  
 State of Washington.

Commission Expires: Dec 15 2009

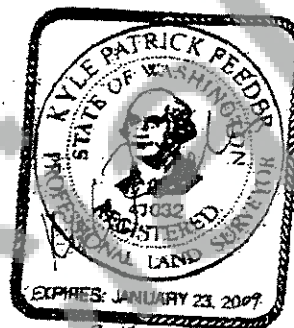
KPF

KPF SURVEYING, INC.  
1514 N.E. 267<sup>TH</sup> AVE.  
CAMAS, WA 98607  
360-834-0174 PH.  
360-838-0155 FAX

September 5, 2007

EXHIBIT "A"

BOUNDARY LINE ADJUSTMENT  
TAX PARCEL 04-07-26-4-0-0300-00



A tract of land located in a portion of the Northwest quarter of the of the Southeast quarter of Section 26, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Southeast quarter;

Thence North  $00^{\circ}50'10''$  East, along said west line of the Southeast quarter for a distance of 1597.46 feet to the TRUE POINT OF BEGINNING;

Thence North  $00^{\circ}50'10''$  East, along said west line of the Southeast quarter for a distance of 360.01 feet to Northwest corner of the South half of the Northwest quarter of said Southeast quarter;

Thence South  $88^{\circ}42'28''$  East, along the north line of said South half for a distance of 984.36 feet;

Thence South  $00^{\circ}42'18''$  West, for a distance of 360.02 feet;

Thence North  $88^{\circ}42'28''$  West, for a distance of 985.19 feet to the TRUE OF BEGINNING.

Containing 8.14 acres, more or less.

Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

Kyle P. Feeder, PLS  
President  
KPF Surveying Inc.

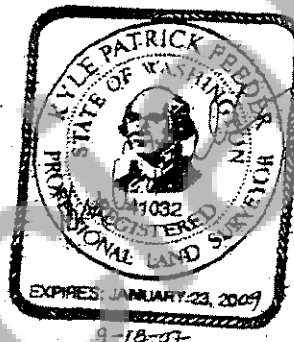
KPF

KPF SURVEYING, INC.  
1514 N.E. 267<sup>TH</sup> AVE.  
CAMAS, WA 98607  
360-834-0174 PH.  
360-838-0155 FAX

September 5, 2007

EXHIBIT "B"

BOUNDARY LINE ADJUSTMENT  
TAX PARCEL 04-07-26-4-0-0400-00



A tract of land located in a portion of the West half of the Southeast quarter of Section 26, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at the Southwest corner of said Southeast quarter;

Thence North  $00^{\circ}50'10''$  East, along said west line of the Southeast quarter for a distance of 1597.45 feet to the TRUE POINT OF BEGINNING;

Thence South  $88^{\circ}42'28''$  East, for a distance of 985.19 feet;

Thence South  $00^{\circ}42'18''$  West, for a distance of 291.95 feet;

Thence South  $88^{\circ}44'19''$  East, for a distance of 102.01 feet;

Thence South  $00^{\circ}41'42''$  East, for a distance of 57.14 feet;

Thence South  $31^{\circ}39'47''$  West, for a distance of 111.04 feet;

Thence North  $83^{\circ}48'44''$  West, for a distance of 227.67 feet;

Thence South  $86^{\circ}00'15''$  West, for a distance of 340.54 feet;

Thence North  $77^{\circ}54'34''$  West, for a distance of 348.74 feet;

Thence North  $71^{\circ}09'54''$  West for a distance of 130.83 feet to a point on the west line of said Southeast quarter;

Thence North  $00^{\circ}50'10''$  East, along said west line of the Southeast quarter for a distance of 351.99 feet to the TRUE POINT OF BEGINNING.

Containing 9.91 acres, more or less.

Together with and subject to easements, reservations, covenants, and restrictions apparent or of record.

Kyle P. Feeder, PLS.  
President  
KPF Surveying Inc.

EXHIBIT 8  
PAGE 2 OF 2



2407 NE 292<sup>nd</sup> Avenue  
Camas, WA 98607  
360.834.2519  
fax.834.5498  
[chalcumb@verizon.net](mailto:chalcumb@verizon.net)

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

**Boundary Line Adjustment  
New Goodrich Parcel**

Legal Description  
May 17, 2006

A portion of the Erken Tract of Land as described in Deed, recorded in Book 56, Page 247, Skamania County Deed Records, together with the Goodrich Tract of Land as described in deed, recorded in Book 128, Page 244, said Deed Records, situated in the South ½ of Section 26, Township 4 North, Range 7 East, Willamette Meridian, being more particularly described as follows:

Beginning at the Southwest Corner of Lot 2 of that Short Plat in Book 3, Page 269, Skamania County Plat Records; thence along the South line of said Short Plat, S88°40'37"E, 671.28 feet to the Southeast Corner thereof; thence along the West line of that Short Plat in Book 3, Page 311, said Records, S00°50'10"W, 209.57 feet to the Southwest Corner thereof; thence along the South line of said Short Plat, S88°40'37"E, 656.03 feet to the Most Northerly Northeast Corner of said Erken Tract of Land; thence along the East line of said Tract of Land, S00°44'55"W, 142.54 feet to the South line of the Northwest ¼ of the Northwest ¼ of the Southeast ¼ of said Section 26; thence along said line, N88°42'28"W, 656.24 feet to the Northeast Corner of that Short Plat in Book 3, Page 56, said Records; thence along the North line of said Short Plat, N88°49'37"W, 670.26 feet to an angle point; thence along the Most Northerly East line of said Short Plat, N00°40'25"E, 354.23 feet to the point of beginning.

Containing 7.59 Acres.

EXHIBIT C  
PAGE 4 OF 4



KPF SURVEYING INC.  
1514 N.E. 267<sup>TH</sup> AVE.  
CAMAS, WA 98607  
360-834-0174 PH.  
360-838-0155 FAX

April 18, 2008

EXHIBIT D  
PAGE 1 OF 1

#### ACCESS AND UTILITY EASEMENT

A portion of Lot 1 of that Short Plat in Book 3, Page 56, records of Skamania County, Washington, located in the Southwest quarter of Section 26, Township 4 North, Range 7 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point on the West line of the Goodrich Tract as described by deed recorded in Book 128, Page 244, records of Skamania County, Washington, at the Southwest corner of Lot 2 of that certain Short Plat recorded in Book 2, Page 269, records of Skamania County, Washington;

Thence South 00°40'25" West, along the west line of said Goodrich Tract, for a distance of 30.00 feet;

Thence North 88°40'37" West, for a distance of 48.92 feet to a point on the Southeasterly right-of-way line of Heslen Road;

Thence North 34°06'06" East, along said right-of-way line for a distance of 47.58 feet;

Thence South 88°40'37" East, for a distance of 22.71 feet to a point on the west line of said Lot 2;

Thence along said west line South 00°40'25" West, for a distance of 10.00 feet to the POINT OF BEGINNING.

Containing 1,433 square feet, more or less.

Kyle P. Feeder, PLS  
President  
KPF Surveying Inc.



# EXHIBIT "E"

JOB NO: 07-007

DATE: 4-16-08

