

RECORDED AT THE REQUEST OF
AND
AFTER RECORDING RETURN TO:

COLUMBIA CASCADE HOUSING
CORPORATION
c/o Stoel Rives LLP
900 SW Fifth Ave., Suite 2600
Portland, OR 97204-1229
Attention: David W. Green

EASEMENT AGREEMENT (Water Well)

Grantor: **COLUMBIA CASCADE HOUSING CORPORATION, an Oregon non-profit corporation**

Grantee: **JAMES W. JOHNSTON, an individual**

Legal Description:

1. Abbreviated form: Ptn of the SW ¼ of the NE ¼ of Sec 36 T3N R7E, W.M., City of Stevenson, Skamania County, Washington
2. Additional legal description is on Exhibit A-1 of the document.

Assessor's Property Tax Parcel Account Number(s): 03-07-36-1-0-1500-00 (10)

REAL ESTATE EXCISE TAX

N/A

JUL -1 2009

PAID EXCISE #28107 DTD 07-01-09
includes pmt for this Easement
Vickie Chelland, *[Signature]*
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT
(Water Well)

KNOW ALL MEN BY THESE PRESENTS, that **COLUMBIA CASCADE HOUSING CORPORATION**, an Oregon non-profit corporation, hereinafter called "**Grantor**," grants, bargains, sells and conveys to **JAMES W. JOHNSTON**, an individual, hereinafter called "**Grantee**," an easement and right of way (the "**Easement**"), for certain water well purposes (as more specifically described below), in, upon, and across certain real property, situated in Skamania County, Washington which Grantor is acquiring from Grantee (the "**Property**"), pursuant to a deed being recorded contemporaneously with this Easement Agreement ("**Agreement**").

Such Easement is for the purposes (referred to as "**Water Well Purposes**") of accessing, using, maintaining, examining, installing or re-installing, constructing, altering, repairing, and operating the following: a water well located near the northwest corner of the Property being acquired by Grantor from Grantee, including all appurtenances necessary for the utilization of the same ("**Water Well Improvements**"), within the Easement Area, together with the right of ingress to and egress from the Easement Area for the foregoing purposes.

The "**Easement Area**" is described as follows: a ten (10) foot wide strip of land situated along a portion of the northerly boundary line of the Property being acquired by Grantor from Grantee at its northwesterly corner, and a ten (10) foot wide strip of land situated along the entire west boundary line of such Property, as more particularly described on the attached Exhibit A-1, together with the area on which the well house for the water well is situated. The parties have attached a drawing as Exhibit A-2 that shows where the Easement Area is located within the Property.

This Easement is given and accepted on the following terms and conditions:

1. **Purpose and Use of Easement Area and Water Well Improvements.** Grantee may use the Easement Area and Water Well Improvements for Water Well Purposes (as defined above) in order to be able to use the water from the water well for any purpose that is in compliance with applicable laws, statutes, rules, regulations, codes and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction ("**Legal Requirements**"), including (without limitation) those applicable to water quality, testing and safety.

Initially, from the date of this Agreement until Grantor is able to obtain water from public water lines of the City of Stevenson ("**City**") to serve the Property Grantor is acquiring from Grantee ("**Initial Period**"), Grantor requires (and shall have) use of water from the water well to serve the existing residential units on the Property. During the Initial Period, Grantee shall manage and maintain the water well system so that the Water Well Improvements and the usage of water from the water well will be in full compliance with all applicable Legal Requirements. During the Initial Period, Grantee may not use water from the water well. After the existing residential units are connected to City water, the Initial Period shall end, Grantor will have no right to use the water from the water well, and the usage of such water shall belong entirely to Grantee.

Grantee may construct underwater water pipelines to conduct water from the water well to the 10-foot wide Easement Area along the westerly boundary line of the Property and within such Easement Area along the westerly boundary line of the Property to Groppner Road (or a water line Improvement within such Easement Area that Grantee may use to access the water). Grantee will be solely responsible for the costs it may incur in doing any excavation and piping, and will restore (after any such work is done) the surface of Grantor's Property and landscaping, as provided below.

2. **Performance of Work Generally.** In connection with any work by Grantee, if the Easement Area or adjoining portion of the Property is disturbed by maintenance, alteration, repair, replacement or other work by Grantee, Grantee will cause the surface of the Easement Area and adjoining Property that may be damaged by such work to be restored to at least as good condition and the same appearance, as applicable before Grantee did such work, at its sole cost and expense. Grantee agrees to cause the work to be performed so as to avoid, to the extent reasonably possible, interference with other utilities or access to the Property or the conduct of business at the Property or any residents at the Property at the time the work is done. Grantee shall keep the Easement Area and Property free from any liens caused by Grantee, its agents, independent contractors or employees, pursuant to this Agreement.
3. **Responsibilities Related to Water Well Improvements and Entry onto Property.** As between Grantor and Grantee, Grantee agrees that it will cause the Water Well Improvements to be maintained in good and proper working condition. Such Water Well Improvements and the usage of water from the water well will be done in full compliance with all applicable Legal Requirements. Grantor and Grantee will indemnify, defend and hold each other harmless from any claim, loss, liability or expense (including reasonable attorneys' fees) arising out of or in connection with its own negligence or failure to comply with the terms, restrictions and provisions of this Agreement; *provided*, however, that a party shall not be entitled to such indemnification for damage caused by the gross negligence or intentional misconduct of the indemnified party.
4. **Status of Easement and Title Matters.** This Easement is granted subject to current taxes and assessments, easements, covenants, conditions and restrictions of record, and other matters of record.
5. **Nature of Easement; Enforceability.** This Easement is an "easement in gross" that is for the benefit of Grantee and is not specific to or appurtenant to any real property owned by Grantee. This Easement shall be enforceable by Grantor and Grantee (and their respective successors and assigns), including (without limitation) any successor owner of the Property.
6. **Duration.** This Easement shall continue to be in full force and effect until such time as the Grantee, or its successors or assigns, shall permanently remove the Water Well Improvements from the Easement Area, or shall give Grantor notice of its intent to abandon use of the water well, at which time (i) the water well will be decommissioned and capped or removed, in a manner that complies with all applicable Legal Requirements and is reasonably acceptable to Grantor in its discretion, and (ii) all such right, title, and interest of Grantee in the Easement Area and the Property shall terminate. Upon request after any such termination, Grantee shall execute and record in the county records an appropriate quitclaim reasonably approved by Grantor and sufficient to remove of record any right,

title or interest of Grantee in the Easement Area or Property and to reflect termination of this Easement.

7. **Abandonment.** Grantor may deem the Easement and the Water Well Improvements abandoned and terminate this Agreement if Grantee ceases to operate and use water from the water well for a period of three (3) consecutive years (unless due to events of "force majeure" events); in such event Grantor will have the option of terminating this Agreement at the end of such three-year period by written notice to Grantee and thereafter filing an affidavit of abandonment and termination in recordable form in the county records.
8. **Reservation of Right to Use the Surface.** Grantor reserves to itself the right to use the surface of the Easement Area (except for the area in which any above-ground Well Water Improvements are located) for any purpose including landscaping and paved access or parking; provided, however that Grantor shall not erect, place or construct any buildings or permanent structures on the Easement Area without the written approval of Grantee.
9. **Non-Exclusive Easement as to Uses of the Property.** The Easement granted hereby shall be non-exclusive as to uses of the Easement Area and Property, and Grantor reserves the right to grant other easement rights in and to the Easement Area; *provided* (i) such easement rights shall not interfere with the presence of the underground water lines and any Water Well Improvements in the Easement Area or otherwise substantially interfere with the easement rights granted herein, and (ii) if Grantor lays another type of utility line to or crossing any of the waterlines of Grantee, Grantor shall comply with all applicable state and federal regulations and the regulations of Grantee for the protection of the Grantee's lines or facilities within the Easement Area.
10. **Relocation of Easement by Grantor.** Subject to Grantee's prior written approval (as set forth below), Grantor reserves the right to relocate any portion of the Easement Area and Water Well Improvements within the Easement Area (if and to the extent feasible), at Grantor's sole cost and expense, and upon such relocation, the Easement Area referred to in this Agreement shall automatically be deemed to be the Easement Area as relocated. Such relocation shall subject to the prior written approval of Grantee as to the revised Easement Area location, which approval shall not be unreasonably withheld, conditioned or delayed.
11. **Attorneys' Fees.** In the event suit, action or other proceeding or matter is instituted with respect to the subject matter of this Agreement, the prevailing party will be entitled to recover from the other party its reasonable attorneys' and paralegals' fees and expenses in connection therewith, including, without limitation, discovery costs, all such fees and expenses in preparation for and at trial, on appeal of such suit or action and on any petition for review, and in connection with any action for rescission, in addition to all other sums provided by law.
12. **Status Certificate, Information.** Within 20 days after receipt of a written request, a party shall promptly deliver a written status certificate to the other party stating (i) whether this Agreement is unmodified and in full force and effect, and (ii) whether (to the best of the party's knowledge) the

other party is in compliance with its obligations hereunder, and any other matters that may be reasonably requested.

13. **Protection of Rights of Bondholders and Mortgage Lenders.** No breach of this Agreement shall defeat or render invalid the lien of any bond or any mortgage(s) or trust deed(s) now or hereafter executed upon or with respect to the Property; *provided*, that if Property is sold under foreclosure, the purchaser at such sale, and its successors and assigns, shall hold the Property so purchased subject to all of the provisions of this Agreement.
14. **Notices.** Any notice shall be in writing and will be deemed given and effective when delivered in person to the other party or three (3) business days after being deposited in the U.S. Mails, postage prepaid, and sent by registered or certified mail to the other party's address for notices, or upon receipt if delivered by nationally recognized overnight delivery service. Each party shall give notice to each other party of its address for notice by written notice to the other party.
15. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be an original and all of which collectively will be deemed to be one and the same Agreement.
16. **Waiver.** No provision of this Agreement shall be deemed to have been waived unless the waiver is in writing signed by the waiving party. Failure at any time to require performance of any provision of this Agreement shall not limit a party's right to enforce the provision. Any waiver of any breach of any provision shall not be a waiver of any succeeding breach.

[NO MORE TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand(s) on this 29 day of June, 2009.

COLUMBIA CASCADE HOUSING CORPORATION, an Oregon non-profit corporation

By: [Signature]
Name: Ruby Mason
Title: Executive Director

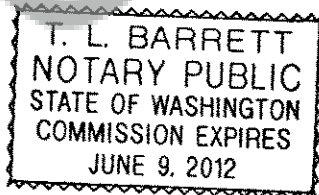
Grantor's Address for Notice Purposes:

COLUMBIA CASCADE HOUSING CORPORATION
312 Court Street, Suite 419
The Dalles, OR 97058
Attention: David Peters

STATE OF ~~OREGON~~ WA (TP)
)ss.
County of Clark)

The foregoing instrument was acknowledged before me this 29th day of June, 2009 by Ruby Mason, the Executive Director of **COLUMBIA CASCADE HOUSING CORPORATION, an Oregon non-profit corporation**, on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my seal the day and year first above written.



[Signature]
Notary Public in and for the State of Oregon WA (TP)
My commission expires: 6/9/12

IN WITNESS WHEREOF, the Grantee has hereunto set its hand(s) on this 29th day of JUNE, 2009.

JAMES W. JOHNSTON

By: James W. Johnston
Name:
Title:

Grantor's Address for Notice Purposes:
James W. Johnston
22 Hemlock Y Rd.
Carson WA 98610

STATE OF WASHINGTON)
County of SKAMANIA) ss.

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the County of SKAMANIA, State of Washington, on this 29th day of JUNE, 2009 by **JAMES W. JOHNSTON**, and acknowledged to me that he executed the same as his free and voluntary act and deed.

MARIA P. SPENCER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MAY 19, 2013

Maria P. Spencer
Notary Public for the State of Washington
Residing at: STEVENSON
My commission expires: 5.19.2013

Exhibit A-1

Legal Description of Property and Easement Area

See attached.

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Copy



HAGEDORNTM
SURVEYING + ENGINEERING INC

360.696.4428 office | 866.696.4428 toll free | 360.694.8934 fax | 1924 Broadway, Suite B | Vancouver, WA 98663
www.hagedornse.com

June 24, 2009

EXHIBIT A-1

**LEGAL DESCRIPTION
FOR
COLUMBIA CASCADE HOUSING CORPORATION**

WATER WELL EASEMENT FOR JAMES JOHNSTON:

A 10-foot wide strip of land located in Government Lot 2 (the Fractional Southwest quarter of the Northeast quarter) of Section 36, Township 3 North, Range 7 East, Willamette Meridian, City of Stevenson, Skamania County, Washington, the North and West lines of said 10-foot wide strip being more particularly described as follows:

BEGINNING at a Skamania County brass cap marking the Center of Section 36 as shown in the "Cameron Short Plat" recorded in Book 3 of Short Plats, Page 44, Skamania County Auditor's Records; thence North $89^{\circ} 25' 44''$ East, 286.54 feet to a 1/2 inch iron rod marking the most Southerly Southeast corner of Lot 2 of said "Cameron Short Plat"; thence North $28^{\circ} 26' 20''$ West, along the Westerly line of said Lot 2, for a distance of 319.73 feet to a 1/2 inch iron pipe at the intersection with the Westerly extension of the North line of the Henry Shepard Donation Land Claim; thence South $88^{\circ} 55' 00''$ East, along the Westerly extension of said North line, 288.50 feet to the Northwest corner of Parcel 1 of the "James W. Johnston tract" as described in Book 179 of Deeds, Page 189, Skamania County Auditor's Records, said point bears North $88^{\circ} 55' 00''$ West, 672.38 feet from a concrete monument with brass cap marking the Northwest corner of the Henry Shepard Donation Land Claim; thence South $88^{\circ} 55' 00''$ East, 44.00 feet to the TRUE POINT OF BEGINNING of the North easement line to be described; thence North $88^{\circ} 55' 00''$ West, along the North line of Parcel 1 of the "James W. Johnston tract", 44.00 feet to the Northwest corner thereof; thence South $14^{\circ} 05' 00''$ East, following the West line of the easement to be described, along the West line of said Parcel 1 of the "James W. Johnston tract", 249.94 feet, more or less, to the North line of Gropper Road. The sidelines of the 10-foot wide strip herein described shall be extended or shortened so as to terminate on the North line of Gropper Road.

Legal Description for
Columbia Cascade Housing Corporation
EXHIBIT A-1
WATER WELL EASEMENT FOR JAMES JOHNSTON
June 24, 2009
Page 2

ALSO an easement for the water well and associated well house and appurtenances thereto presently located on Parcel 1 of the "James W. Johnston tract", more particularly described as follows:

BEGINNING at the Northwest corner of Parcel 1 of the "James W. Johnston tract"; thence South $88^{\circ} 55' 00''$ East, along the North line thereof, 44.00 feet to the TRUE POINT OF BEGINNING; thence South $01^{\circ} 05' 00''$ West, perpendicular to said North line, 10.00 feet; thence South $15^{\circ} 00' 00''$ East, 12.50 feet; thence North $75^{\circ} 00' 00''$ East, 23.00 feet; thence North $15^{\circ} 00' 00''$ West, 16.28 feet to the North line of Parcel 1 of the "James W. Johnston tract"; thence North $88^{\circ} 55' 00''$ West, along said North line, 21.05 feet to the TRUE POINT OF BEGINNING.

LD-2009\Columbia Cascade Water Well.doc
Job #09-020



6/24/09

Exhibit A-2

DRAWING SHOWING EASEMENT AREA

See attached.

{You can delete this exhibit if you don't have a drawing you want to attach.}

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