

After Recording, Return to:

MAPLE HILL WATER COMPANY

P.O. BOX 484
STEVENSON, WA 98648

ROAD, UTILITIES, AND WATER RESERVOIR EASEMENT AGREEMENT

Document: Road, Utilities, and Water Reservoir Easement Agreement
in Gross

Reference numbers of related documents:

Grantor(s): David C. and Gretchen H. L'Hommedieu

Grantee(s): Maple Hill Water Company, a Washington non-
profit Corporation

Abbreviated Legal Description:

LOT 4 OF THE L'HOMMEDIU, SHORT-PLAT RECORDED ON
NOVEMBER 3, 1997

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

03072520012300

REAL ESTATE EXCISE TAX

NA

FEB 11 2010

PAID

NA

Timothy O. Todd
SKAMANIA COUNTY TREASURER

COVER SHEET

ROAD, UTILITIES, AND WATER RESERVOIR EASEMENT AGREEMENT

The Grantor, David and Gretchen L'Hommedieu, is the owner of the real property legally described as:

Lot 4 of the L'Hommedieu Short-Plat as recorded on November 3, 1997, in Book 3 of Short Plats, Pages 315 and 316, Records of Skamania County, Washington, located in the Northwest $\frac{1}{4}$ of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, Tax Parcel # 03072520012300

(the "Grantor Property"),

for and in consideration of the mutual promises set forth herein and other good and valuable consideration, grants an Easement in Gross to the Grantee, Maple Hill Water Company ("Maple Hill"), a Washington non-profit Corporation, upon and across a portion of the Grantor's Property, described in the Attached Exhibit "A" ("Easement Area").

The Grantor and Grantee hereby agree as follows:

1. **Easement:** Maple Hill shall have a perpetual non-exclusive Easement in Gross to build, maintain, repair and use a water reservoir ("Reservoir") and a single-lane road (the "Road") over and across the Easement Area to access Maple Hill's Water Reservoir and Chlorination Building ("Reservoir"). The rights granted herein shall be referred to as the "Easement" or "Road Easement." The Easement is for the benefit of Maple Hill and its agents and assigns.
2. **Purpose:** The purpose of the Easement is to permit Maple Hill to maintain the Reservoir, and to have vehicular ingress and egress to its Reservoir, and to install and maintain utilities within the Easement Area to maintain and operate the Reservoir, as generally depicted in the attached Exhibit "B". Maple Hill shall be solely liable and responsible for the construction and maintenance of the Reservoir and the Road, and any other improvements related to its use of the Reservoir. Grantor reserves all rights to the Easement Area, provided that it will agree to restore or repair the Road if their use of the Easement Area causes any damage thereto, beyond reasonable wear and tear.
3. **Water Right:** Maple Hill shall issue to the Grantor one share in the Maple Hill Water Company and issue the Grantor one Certificate providing the Grantor one water right ("Water Right") that will be appurtenant to Lot 2 of the L'Hommedieu Short-Plat as recorded on November 3, 1997, in Book 3 of Short Plats, Pages 315 and 316, Records of Skamania County, Washington, located in the Northwest $\frac{1}{4}$ of Section 25,

Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, Tax Parcel # 03072520612300. Upon issuance of the Water Right, the Grantor shall be subject and entitled to all of the rights, responsibilities, and privileges equal to the other members of the Maple Hill Water Company. Maple Hill has, at its own cost and expense, installed a water line to provide water to Lot 2 and has provided two "frost free" water hook-ups as designated by the Grantor. In addition to the consideration of granting Maple Hill this Easement, the Grantor has paid Maple Hill, and Maple hereby acknowledges receipt of, the sum of Two Thousand and No/100 Dollars (\$2,000.00) for the Water Right and the installation of the water line and two hook-ups already installed and provided.

4. **Construction and Maintenance of the Road:** All construction and maintenance shall be completed lien-free and in a good and workmanlike manner. Maple Hill shall comply with all applicable laws and regulations and shall be responsible to obtain and maintain all required permits.
5. **Additional Easement for Existing Water Line(s):** The parties recognize that water lines serving Maple Hill already exist under the ground ("Existing Water Lines"). Grantor hereby grants to Maple Hill an additional easement to continue to use and maintain those Existing Water Lines as that Water Line Easement is legally described in Exhibit "C" and as generally depicted on Exhibit "D.". The Grantor reserves the right at any time to relocate those water lines provided the Grantor pays for all of the costs to relocate the lines and to survey, provide new legal description for and to record the new locations.
6. **Abandonment of All Other Easements:** Except for the Easements provided for in this Agreement, including the Existing Water Lines referred to in Paragraph 5, Maple Hill hereby disclaims any and all other interests in Grantor's Property.
7. **Indemnification/Hold-Harmless:** Maple Hill shall indemnify and hold the Grantor harmless from any and all liability associated with the construction, maintenance, and use of the Easement, including any and all claims by Maple Hill's guests, invitees, customers, vendors, contractors, agents, lessees, and employees.
8. **Road to Remain Secure:** Maple Hill shall cause the Easement Area to be reasonably secured from access by the public or other uninvited third parties. This shall include maintaining a locked gate across the entry to the Road. Maple Hill shall provide Grantor keys or the combination to the locked gate. The parties acknowledge that Maple Hill has installed a locked gate and has provided the grantee the combination to the lock.
9. **Costs:** Maple Hill shall be solely responsible for all costs associated with the execution, recording, and implementation of this Easement.

10. **Duration of Easement/Non-Assignment:** This Easement shall be perpetual in duration. The parties intend for this Easement to be in Gross. The Easement Rights are personal to Maple Hill and Maple Hill may only assign this Easement to a subsequent or successor Association responsible to maintain the spring that serves the Maple Hill Subdivision. Except as expressly provided herein, this Easement cannot be assigned without the written consent of the Grantor.
11. **Warranties:** Grantor makes no warranties of title and makes no warranties or representations regarding Maple Hill's ability to build, maintain, or use this Easement.
12. **Dispute/Venue/Attorney Fees:** The parties agree that any disputes over the terms of this Agreement will be resolved first through negotiations and, if those negotiations fail, then by the appropriate court in Skamania County. The prevailing party shall be entitled to reimbursement of their costs, including their reasonable attorney's fees, incurred in enforcing or defending the terms of this Easement Agreement.
13. **Waiver:** The failure by either party at any time to require strict performance of any provision of this Easement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Easement.
14. **Merger:** This Agreement represents the parties' complete understanding and agreement between the parties related to this Easement and no changes, deletions, or modifications of this Agreement shall be binding unless agreed to in writing by the parties.

Dated this 11th day of February, 2010.

GRANTORS:

David C. L'Hommedieu
David C. L'Hommedieu

Gretchen H. L'Hommedieu
Gretchen H. L'Hommedieu

GRANTEE:

MAPLE HILL WATER COMPANY

By: [Signature]
Its: SECRETARY / TREASURER

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

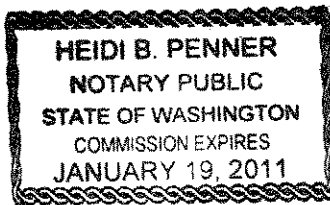
STATE OF WASHINGTON)

) ss.

County of Skamania)

On this day personally appeared before me David C. L'Hommedieu and Gretchen H. L'Hommedieu, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of Feb, 2010.



Heidi B. Penner
Heidi B. Penner
 NOTARY PUBLIC in and for the State
 of Washington, residing at Carson WA
 My commission expires: Jan. 19, 2011

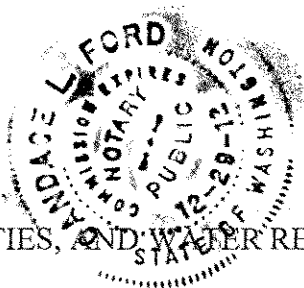
STATE OF WASHINGTON)

) ss.

County of Skamania)

On this 12th day of JANUARY, 2010, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared GREG TERRANOVA known to be the SECRETARY/TREASURER of Maple Hill Water Company, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the instrument on behalf of the corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Candace L. Ford
Candace L. Ford
 NOTARY PUBLIC in and for the State
 of Washington, residing at Stevenson
 My commission expires: 12/29/2012

May 22, 2009

L'HOMMEDIU
TO
MAPLE HILL WATER COMPANY

LEGAL DESCRIPTION
for
Reservoir and Access Easement

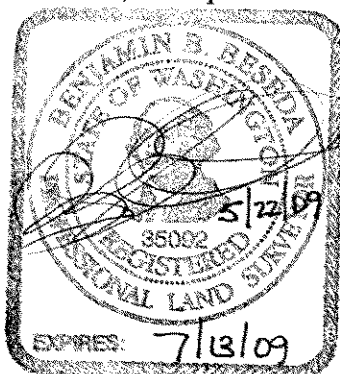
A strip of land of variable width lying in Lot 4 of the L'Hommedieu Short Plat as recorded November 3, 1997, Book 3 of Short Plats, Pages 315 and 316, Records of Skamania County, Washington, in the Northwest 1/4 of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows.

Beginning at a point on the Southerly boundary of said Lot 4, said point bears South $72^{\circ}09'23''$ West along said Southerly line a distance of 40.84 feet from the Southwest corner of that tract of land described in Book 60, Page 395, Deed Records of Skamania County; thence leaving said Southerly line, North $00^{\circ}43'33''$ West 175.04 feet; thence on a 100.00 foot radius curve to the right, through a central angle of $37^{\circ}45'24''$ a distance of 65.90 feet (the long chord of which bears North $18^{\circ}09'09''$ East 64.71 feet); thence North $37^{\circ}01'51''$ East 177.10 feet; thence on a 110.00 foot radius curve to the left, through a central angle of $35^{\circ}41'12''$ a distance of 68.51 feet (the long chord of which bears North $19^{\circ}11'15''$ East 67.41 feet); thence North $01^{\circ}20'39''$ East 226.04 feet to the intersection with the North line of said Lot 4 and terminus point of this description.

The width of the above described strip is 10.00 feet to the left of the abovedescribed centerline from the point of beginning, being Centerline Station 0+00 to Centerline Station 6+33 and 86.00 feet in width from Centerline Station 6+33 to the terminus point. The width of the abovedescribed strip is 10.00 feet to the right of the abovedescribed centerline from the point of beginning, being Centerline Station 0+00 to Centerline Station 6+86 and 45.00 feet in width from Centerline Station 6+86 to the terminus point.

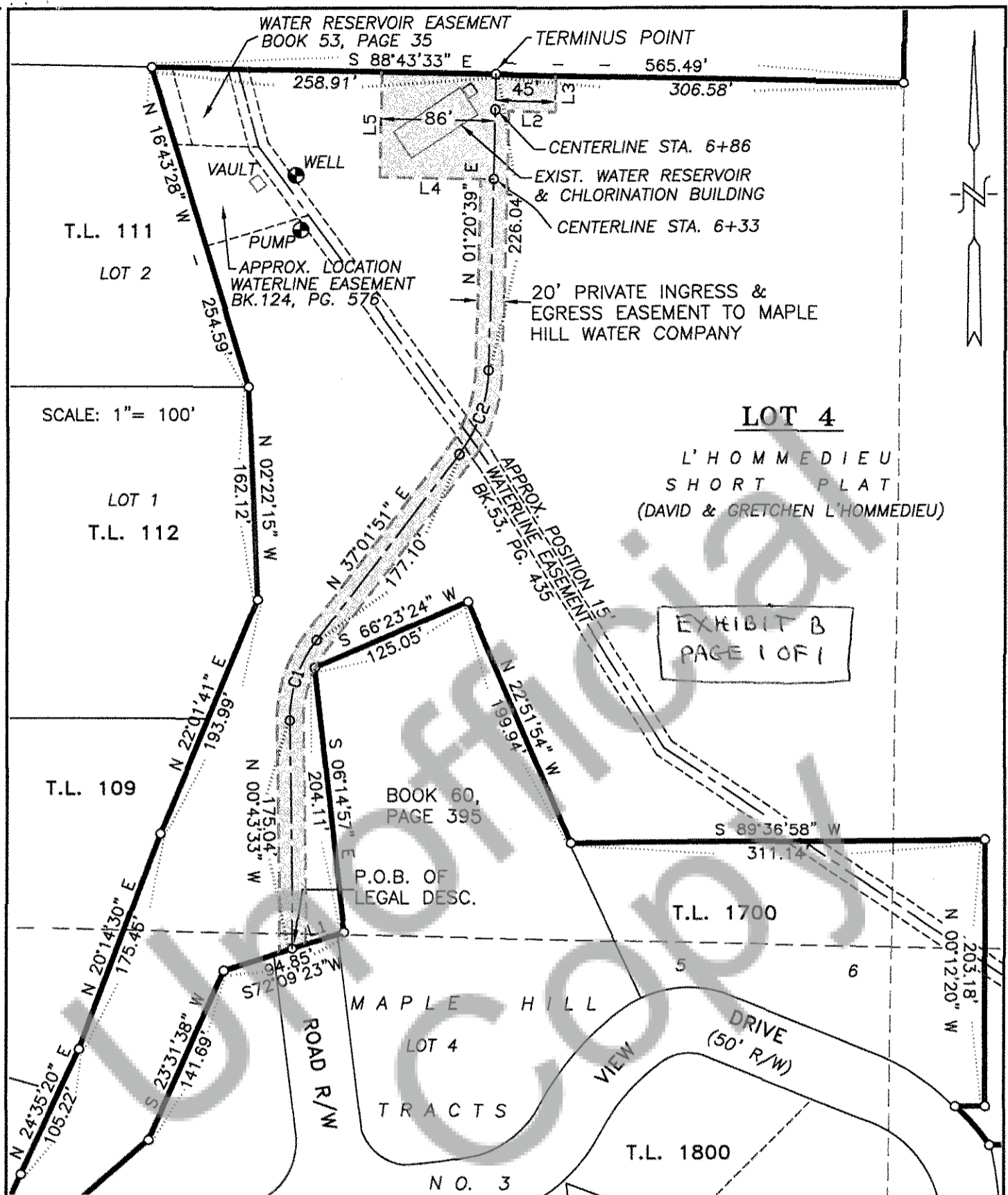
The sidelines of the abovedescribed strip shall be extended or truncated such that they intersect the Southerly line of said Lot 4 at the beginning point and the North line of said Lot 4 at the terminus point.

The abovedescribed strip contains 21,226 square feet.



13138_DESC.002sa

EXHIBIT A
PAGE 1 OF 1

**LOT 4**

L'HOMMEDIU
SHORT PLAT
(DAVID & GRETCHEN L'HOMMEDIU)

EXHIBIT B
PAGE 1 OF 1

OWNERS:

DAVID C. & GRETCHEN H.
L'HOMMEDIU
P.O. BOX 130
STEVENSON WASHINGTON 98648
PH. (509)427-5383

REFERENCE:

- 1) L'HOMMEDIU SHORT PLAT BY
TENNESON ENGINEERING CORP.
W.O. #8695 RECORDED
NOVEMBER 3, 1997
BK. 3 OF SHORT PLATS, PG. 315-316

LEGEND:

- FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.

LINE	BEARING	DISTANCE
L1	S 72°09'23" W	40.84'
L2	S 88°43'33" E	35.00'
L3	N 01°16'27" E	26.60'
L4	N 88°39'21" W	76.00'
L5	N 01°20'39" E	79.48'

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	37°45'24"	100.00'	65.90'	34.20'	N 18°09'09" E	64.71'
C2	35°41'12"	110.00'	68.51'	35.41'	N 19°11'15" E	67.41'

Survey	Calc.	App.	Dwg. No.	Work Order No.	Drawn	Date	Scale	Sheet
T.E.C.	B.B.B.	B.B.B.	13138exhibit	13138	S.D.H.	5/22/2009	1"=100'	1 of 1

TENNESON ENGINEERING CORP.

CONSULTING ENGINEERS

3313 W. 2ND. STREET, SUITE 100
THE DALLES, OREGON 97058

PH. 541-296-9177 FAX 541-296-6657

EXHIBIT MAP

FOR RESERVOIR ACCESS EASEMENT

LOT 4, L'HOMMEDIU SHORT PLAT

FOR MAPLE HILLS WATER COMPANY

IN THE NW1/4 OF SECTION 25, TWP. 3 N., RANGE 7 E. W.M.
SKAMANIA COUNTY, WASHINGTON

December 15, 2009

L'HOMMEDIU
TO
MAPLE HILL WATER CO.

LEGAL DESCRIPTION
for
Waterline Easement

A strip of land 15 feet in width lying within Lot 4 of the L'Hommedieu Short Plat, as recorded November 3, 1997, Book 3 of Short Plats, Pages 315 and 316, Records of Skamania County, Washington, in the Northwest 1/4 of Section 25, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows.

A strip of land 15.00 feet in width lying 7.50 feet on each side of the following described centerline.

Commencing at the Northwest corner of said Lot 4; thence along the North line of said Lot 4, South $88^{\circ}43'33''$ East 192.74 feet; thence leaving said North line at a right angle, South $01^{\circ}16'27''$ West 67.13 feet to the true point of beginning of this description; thence South $01^{\circ}01'42''$ East 87.25 feet; thence South $31^{\circ}20'10''$ East 27.53 feet; thence South $47^{\circ}44'30''$ East 114.88 feet; thence South $39^{\circ}19'56''$ East 63.48 feet; thence South $11^{\circ}25'40''$ East 66.95 feet; thence South $00^{\circ}20'57''$ West 58.69 feet; thence South $54^{\circ}46'50''$ East 36.19 feet; thence South $83^{\circ}06'31''$ East 141.04 feet; thence North $88^{\circ}17'16''$ East 95.80 feet; thence South $29^{\circ}09'13''$ East 81.97 feet; thence South $09^{\circ}06'24''$ West 151.04 feet; thence South $11^{\circ}46'01''$ East 86.30 feet; thence South $23^{\circ}14'14''$ West 23.28 feet; thence South $75^{\circ}48'39''$ West 23.35 feet to the intersection with the Northeasterly right-of-way line of View Drive and there terminating.

Excepting therefrom any portion of the abovedescribed 15 foot wide strip falling outside the boundary of said Lot 4.

Contains 15,453 square feet.

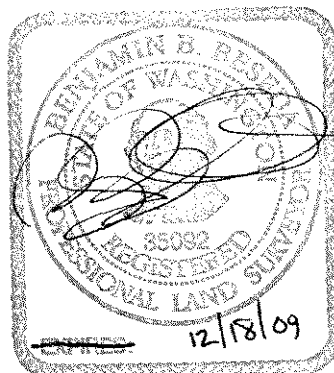


EXHIBIT C
PAGE 1 OF 1

13138_DESC.003sa

IN THE NW1/4 OF SECTION 25, TOWNSHIP 3 N., RANGE 7 E. W.M.
SKAMANIA COUNTY, WASHINGTON

CURVE	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	14°29'41"	155.00'	39.21'	19.71'	N 40°48'18" W	39.11'
C2	10°49'51"	155.00'	29.30'	14.69'	N 38°58'23" W	29.26'
C3	03°39'51"	155.00'	9.91'	4.96'	N 46°13'14" W	9.91'

N O T E S :

BEARINGS BASED ON EAST LINE OF THE NW.1/4, SECTION 25 AS
CALCULATED FROM SKAMANIA COUNTY CONTROL, SURVEY REF. #1,
WASHINGTON SOUTH ZONE COORDINATE SYSTEM.

LINE	BEARING	DISTANCE
L1	S 01°16'27" W	67.13'
L2	S 01°01'42" E	87.25'
L3	S 31°20'10" E	27.53'
L4	S 47°44'30" E	114.88'
L5	S 39°19'56" E	63.48'
L6	S 11°25'40" E	66.95'
L7	S 00°20'57" W	58.69'
L8	S 54°46'50" E	36.19'
L9	S 83°06'31" E	141.04'
L10	N 88°17'16" E	95.80'
L11	S 29°09'13" E	81.97'
L12	S 09°06'24" W	151.04'
L13	S 11°46'01" E	86.30'
L14	S 23°14'14" W	23.28'
L15	S 75°48'39" W	23.35'

OWNERS:

DAVID C. & GRETCHEN H.
L'HOMMEDIEU
P.O. BOX 130
STEVENSON WASHINGTON 98648
PH. (509)427-5383

EXHIBIT D
PAGE 2 OF 2

L E G E N D :

- ⊙ FOUND MONUMENTS, AS NOTED.
- CALCULATED CORNERS, NOT SET.

REFERENCE:

- 1) L'HOMMEDIEU SHORT PLAT BY
TENNESON ENGINEERING CORP.
W.O. #8695 RECORDED
NOVEMBER 3, 1997
BK. 3 OF SHORT PLATS, PG. 315-316



Survey T.E.C.	Calc. B.B.B.	App. B.B.B.	Dwg. No. 13138ex2	Work Order No. 13138	Drawn S.D.H.	Date 12/16/2009	Scale N/A	Sheet 2 of 2
TENNESON ENGINEERING CORP. CONSULTING ENGINEERS 3313 W. 2ND. STREET, SUITE 100 THE DALLES, OREGON 97058 PH. 541-296-9177 FAX 541-296-6657				EXHIBIT MAP FOR WATERLINE EASEMENT LOT 4, L'HOMMEDIEU SHORT PLAT IN THE NW1/4 OF SECTION 25, TOWNSHIP 3 N., RANGE 7 E. W.M. SKAMANIA COUNTY, WASHINGTON				