

AFTER RECORDING, RETURN TO:

Bradley W. Andersen  
Schwabe, Williamson & Wyatt  
700 Washington Street, Suite 701  
Vancouver, WA 98660

*SCC 32155*

**ROAD AND UTILITY EASEMENT**

**Document:** Road and Utility Easement  
**Reference numbers of related documents:**  
**Grantor(s):** Neva J. Schupbach  
**Grantee(s):** William T. Wilkins and Susan M. Wilkins  
**Abbreviated Legal Description:** SEC 20 T3N R8E *pages 5,6+7*  
**Assessor's Property Tax Parcel Account Number(s):** 03082011040000  
03082011100000 *AW*

**REAL ESTATE EXCISE TAX**

*29025*

APR 12 2011

PAID *\$81.50*  
*Vicki Chelland Deput*  
SKAMANIA COUNTY TREASURER

COVER SHEET

PDX/123199/179882/BWA/7076034.1

## ROAD AND UTILITY EASEMENT

**The Grantor**, Neva J. Schupbach ("Grantor"), and her assigns and successors, the owner of the real property legally described in Exhibit "A" (Tax Parcel #03082011040000) (the "Grantor's Property"), for and in consideration of the mutual promises set forth herein, and in consideration of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), grants a thirty-foot (30-foot) wide easement to **the Grantee**, William T. Wilkins and Susan M. Wilkins, husband and wife ("Grantee"), their heirs, assigns, and successors, the owner of the real property legally described in Exhibit "B" (Tax Parcel #03082011100000) (the "Grantee Property"), upon and across a portion of the Grantor Property, described as follows:

**Attached to and incorporated herein as Exhibit "C" is a legal description of the Easement ("Easement Area")**

Based upon the mutual consideration and the Grantee's payment of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), **the Grantor** hereby conveys and grants to **the Grantee** the following Easement:

1. **Road and Utilities Easement:** The Grantee shall have a perpetual and exclusive 30-foot wide easement to build, maintain, and use utilities and a road over and across the Easement Area described above. The rights granted herein shall be referred to as the "Easement" or the "Easement Area." The Easement is for the benefit of the Grantee Property and burdens the Grantor's Property.
2. **Purpose:** The purpose of the Easement is to permit the Grantee to have and maintain a road and utility access to the Grantee's Property.
3. **Indemnification/Hold-Harmless:** The Grantee shall indemnify and hold harmless Grantor from any and all liability associated with the construction, maintenance, and use of any roads and utilities, including any and all claims by their guests, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Grantee shall not indemnify Grantor for any use or maintenance of the Road by the Grantee or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by Grantor's own negligence.
4. **Duration of Easement:** This Easement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened, including all future divisions of the Grantor's or Grantee's properties.

5. **Attorney Fees:** The prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed.
6. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
7. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
8. **Entire Agreement:** This Agreement "including all exhibits" is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the waiving party. The parties do not intend to confer any benefits hereunder on any person, firm, or corporation other than the parties to this Easement.
9. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

Dated this 8 day of April, 2011.

**GRANTOR:**

Neva J. Schupbach  
Neva J. Schupbach

**GRANTEE:**

William T. Wilkins  
William T. Wilkins

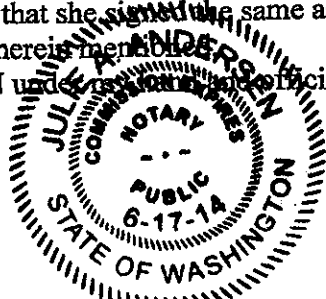
Susan M. Wilkins  
Susan M. Wilkins

STATE OF WASHINGTON )

COUNTY OF Skamania ) ss.

On this day personally appeared before me NEVA J. SCHUPBACH, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of April, 2011.



Julie A. Andersen  
NOTARY PUBLIC in and for the State  
of Washington, residing at Carson  
My commission expires: 6/17/2014

STATE OF WASHINGTON )

COUNTY OF Skamania ) ss.

On this day personally appeared before me WILLIAM T. WILKINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of April, 2011.



Julie A. Andersen  
NOTARY PUBLIC in and for the State  
of Washington, residing at Carson  
My commission expires: 6/17/2014

STATE OF WASHINGTON )

COUNTY OF Skamania ) ss.

On this day personally appeared before me SUSAN M. WILKINS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of April, 2011.



Julie A. Andersen  
NOTARY PUBLIC in and for the State  
of Washington, residing at Carson  
My commission expires: 6/17/2014

ROAD AND UTILITY EASEMENT - Page 3

PDX\123199\179882\BWA\7076034

## EXHIBIT "A"

LEGAL DESCRIPTION  
ADJUSTED TAX LOT 400

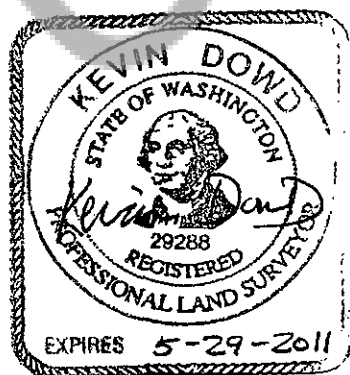
A tract of land located in the northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington being more particularly described as follows:

Beginning at a point  $32 \frac{1}{2}$  rods South of the northeast corner of said Section 20; thence South  $19 \frac{1}{2}$  rods; thence West  $18 \frac{1}{2}$  rods; thence North  $19 \frac{1}{2}$  rods; thence East  $18 \frac{1}{2}$  rods to the point of beginning.

Except right of way for the public road known and designated as Metzger Road over and across the above described real property.

Also excepting the following described tract of land:

Beginning at a point 536.25 feet South of the Northeast corner of said Section 20, said point being the southeast corner of a tract of land conveyed to C. Foster as recorded in Book 62 of Deeds at page 352, Records of Skamania County, Washington; thence West along the south line of said Foster tract to the west right of way line of Metzger Road, said point being the true point of beginning; thence South along the west line of said Metzger Road a distance of 6.2 feet to the southeast corner of a woven wire fence; thence Westerly along said woven wire fence a distance of 90.7 feet, more or less, to the southwest corner of said fence; thence North to the south line of said C. Foster tract; thence East along the south line of said C. Foster tract to the true point of beginning.



MARCH 28, 2011

Skamania County Assessor  
Date 4-12-11 Parcel# 3-8-20-1-1-400  
3-8-20-1-1-1000

## EXHIBIT "B"

LEGAL DESCRIPTION  
ADJUSTED TAX LOT 1000

That portion of the following described tract of land located in the northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington lying north of the south line of the northeast quarter of the northeast quarter of said Section 20:

Beginning at a point on the east line of said Section 20, South 65 rods from the northeast corner of said Section 20; thence West 40 rods to the east line of the Berge property; thence South 40 rods; thence East 40 rods; thence North 40 rods to the point of beginning.

Except the south 104 feet thereof.

Also except the following described tract of land:

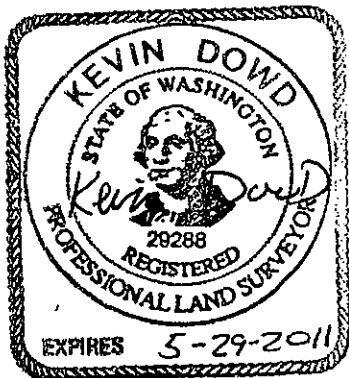
Beginning at the northeast corner of the tract first above described; thence West 208 feet; thence South 312 feet; thence East 208 feet; thence North 312 feet to the point of beginning.

Subject to the rights of the public in that portion of the above described real estate lying within Metzger Road.

Together with the following described tract:

A tract of land located in the northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington being more particularly described as follows:

Beginning at a point  $32 \frac{1}{2}$  rods South of the northeast corner of said Section 20; thence South  $19 \frac{1}{2}$  rods; thence West  $18 \frac{1}{2}$  rods to the true point of beginning; thence South 13 rods; thence West  $18 \frac{1}{2}$  rods; thence North  $32 \frac{1}{2}$  rods; thence East  $18 \frac{1}{2}$  rods; thence South  $19 \frac{1}{2}$  rods to the true point of beginning.



MARCH 25, 2011

Skamania County Assessor  
Date 4-12-11 Parcel# 3-8-20-1-1-400  
3-8-20-1-1-1000

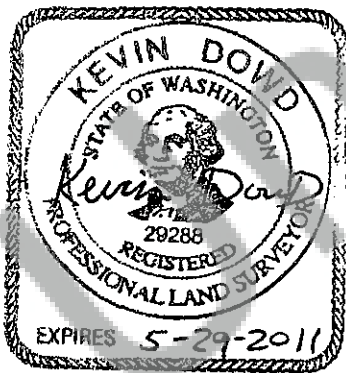


EXHIBIT "C"

EASEMENT DESCRIPTION

A 30 foot wide road and utility easement located in the northeast quarter of Section 20, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania and State of Washington being more particularly described as follows:

Beginning at a point on the west right of way line of Metzger Road that bears South  $00^{\circ}31'36''$  West, a distance of 542.56 feet and North  $89^{\circ}19'20''$  West, a distance of 20.00 feet from the northeast corner of said Section 20; thence North  $89^{\circ}19'20''$  West, a distance of 285.25 feet; thence South  $00^{\circ}31'36''$  West, a distance of 30.00 feet; thence South  $89^{\circ}19'20''$  East, a distance of 285.25 feet to said west right of way line; thence along said west line, North  $00^{\circ}31'36''$  East, a distance of 30.00 feet to the point of beginning.



MARCH 25, 2011

Skamania County Assessor  
 Date 4-12-11 Parcel# 3-8-20-1-1-400  
 (10) 3-8-20-1-1-1000