

AFTER RECORDING, RETURN TO:

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SDC 32127

ROAD AND UTILITY EASEMENT

Document: Road and Utility Easement
Reference numbers of related documents:
Grantor(s): Lawrence L. Whitmire and Helen M. Whitmire,
husband and wife
Grantee(s): Sirrah Corporation, a Washington corporation
Abbreviated Legal Description: SEC 35 T2N R5E *page 9*
Assessor's Property Tax Parcel Account Number(s): 02053500100000
02053500100100 *(initials)*

REAL ESTATE EXCISE TAX

29037

APR 19 2011

PAID

89.15

Andrew Fabiani Deputy
SKAMANIA COUNTY TREASURER

COVER SHEET

PDX/121050/179741/BWA/7039456.1

ROAD AND UTILITY EASEMENT

The Grantor, Lawrence L. Whitmire and Helen M. Whitmire, husband and wife, ("Grantor"), and their assigns and successors, the owner of the real property legally described in Exhibit "A" (Tax Parcel # 02053500100000) (the "Grantor's Property"), for and in consideration of the mutual promises set forth herein, and in consideration of FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00), grants an easement to **the Grantee**, Sirrah Corporation, a Washington corporation ("Grantee"), its heirs, assigns, and successors, the owner of the real property legally described in Exhibit "B" (Tax Parcel # 02053500100100) (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 FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00), **the Grantor and the Grantee** hereby agree as follows:

1. **Road and Utilities Easement:** The Grantee shall have a perpetual non-exclusive easement to build, maintain, and use road and utilities ("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 Property.
2. **Purpose:** The purpose of the Easement is to permit the Grantee to have road and utility, as acknowledged by its signature below, hereby consents to the granting of this Easement.
3. **Wells Fargo's Consent to Granting of Easement:** WELLS FARGO BANK, N.A. ("Wells Fargo") holds a mortgage/lien on the Real Property. As indicated by its signature below, Wells Fargo hereby consents to the Grantor's conveyance of this Road and Utilities Easement.
4. **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 Grantor 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 gross-negligence.

The Grantor shall indemnify and hold harmless Grantee from any and all liability associated with the Grantor's use of the Easement or road, including any all claims by the Grantor's guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Grantor shall not indemnify Grantee for any use of the Road by Grantee or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by the Grantee's own gross-negligence.

5. **Maintenance:** The Grantee shall be solely responsible for maintaining the Road and will repair any damage that is caused to the gate except The Grantor shall return or restore the Road to its original condition if they cause any damage to the Road, and shall use reasonable care to not damage the Road.
6. **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.
7. **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.
8. **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.
9. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
10. **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.
11. **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.

12. **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 7 day of April, 2011.

GRANTOR:

GRANTEE:
SIRRAH CORPORATION

Lawrence L. Whitmire
Lawrence L. Whitmire

By: Eugene Harris
Its: President

Helen M. Whitmire
Helen M. Whitmire

APPROVED/CONSENT TO GRANTING OF EASEMENT:

WELLS FARGO BANK, N.A.

By: [Signature]
Title: UNDERWRITER

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania

On this 13 day of April, 2011, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Eugene Harris, known to be the President of the SIRRAH CORPORATION, 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 they were 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.



Julie Andersen
Signature
Julie A Andersen
Printed Name:
NOTARY PUBLIC in and for the
State of Washington residing at Carson
My Commission Expires: 6/17/2014

STATE OF WASHINGTON)
) ss.
COUNTY OF Washington

On this 7th day of April, 2011, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared G.E. KLEIN, known to be the Underwriter of WELLS FARGO BANK, N.A., 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 they were 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.



Marcie Petersen
Signature
Marcie Petersen
Printed Name:
NOTARY PUBLIC in and for the
State of Washington residing at Washington County
My Commission Expires: 4-22-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania

On this day personally appeared before me LAWRENCE L. WHITMIRE, 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 15 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)
) ss.
COUNTY OF Skamania

On this day personally appeared before me HELEN M. WHITMIRE, 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 15 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

EXHIBIT A

The South Half of the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 35, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington.

Except that portion conveyed to Sirrah Corporation by Instrument recorded in Book 240, Page 614.

Skamania County Assessor
Date 4-19-11 Parcel# 2-5-35-1000
2-5-35-1001

EXHIBIT B

The following described real property situated in the State of Washington, County of Skamania:
That portion of the Southwest Quarter of the Southwest Quarter of Section 35, Township 2 North,
Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at a Washington Department of Natural Resources monument marking the Southwest corner of said Section 35 and running thence North $1^{\circ}16'17''$ East along the West line of said Section, 523.41 feet to a 5/8 inch iron bar set by Trantow Surveying; thence North $76^{\circ}38'45''$ East, 1097.03 feet to the center of Canyon Creek; thence following said Creek, North $70^{\circ}48'01''$ East, 274.27 feet to the East line of the Southwest Quarter of the Southwest Quarter of said Section 35; thence South $0^{\circ}55'36''$ West along said East line, 871.79 feet to the Southeast corner of the Southwest Quarter of said Southwest Quarter; thence North $89^{\circ}47'30''$ West along the South line of said Section 35, 1323.91 feet to the Point of Beginning.

Skamania County Assessor
Date 4-19-11 Parcel# 2-5-35-1000
(Jaw) 2-5-35-1001

EXHIBIT C

LEGAL DESCRIPTION
ACCESS EASEMENT
PORTION OF WHITMIRE PARCEL,
SKAMANIA COUNTY, WASHINGTON

An easement over real property situated in Skamania County, Washington, being a portion of that parcel conveyed to Lawrence L. Whitmire and Helen M. Whitmire recorded in Deed Book 57, Page 306 and lying in the Southwest quarter of Section 35, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Commencing at the Southwest corner of the Southwest quarter of said Section 35 as shown on that Record of Survey recorded under Auditor's File No. 2005158430, said corner being the Southwest corner of that parcel conveyed to the Sirrah Corporation recorded in Deed Book 240, Page 614; thence along the West line of said Southwest quarter and the West line of said Sirrah Corporation parcel North 01° 10' 22" East a distance of 523.41 feet to the Northwest corner of said Sirrah Corporation parcel, said point being the Point of Beginning; thence continuing along the West line of said Southwest quarter North 01° 10' 22" East a distance of 63.14 feet; thence North 83° 37' 47" East a distance of 31.14 feet; thence South 76° 45' 32" East a distance of 17.43 feet; thence South 54° 19' 40" East a distance of 46.10 feet; thence South 14° 48' 32" East a distance of 14.57 feet to the North line of said Sirrah Corporation parcel; thence along said North line South 76° 32' 50" West a distance of 92.94 feet to the Point of Beginning. Containing 4114 square feet or approximately 0.094 acres. Subject to easements and restrictions of record.

Skamania County Assessor
 Date 4-19-11 Parcel# 2-5-35-1000
2-5-35-1001