

When Recorded Mail To:

Three Rivers Recreational Area-Sauer  
26300 NE 16<sup>th</sup> St.  
Camas Wa. 98607

**DOCUMENT TITLE:** *EASEMENT FOR WATER LINE*

**GRANTOR(S):** Three Rivers Recreational Area-Sauer LLC

**GRANTEE(S):** Three Rivers Recreational Area-Sauer LLC

**ASSESSOR'S TAX / PARCEL NUMBER(S):**07-06-24-0-0-0403-00

### **EASEMENT FOR WATER LINES**

The undersigned,


Three Rivers Recreational Area-Sauer LLC ("Grantor"), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants and conveys to Three Rivers Recreational Area-Sauer LLC ("Grantee), and its successors and assigns, a permanent Easement for Water Lines including water lines and appurtenances thereto ("Easement") as follows:

- 1. Nature and Location of Easement.** The Easement granted by Grantor herein shall be a permanent easement for the benefit of Grantee over, upon, across, through and under the real property legally described as Lot 3, Loowit Short Plat, ("Real Property"), such Easement as legally described on *Exhibit "A"* and as described and depicted on *Exhibit "B"*, attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances ("Water Lines"), including the right of ingress and egress for said purposes.
- 2. Right of Entry.** Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, inspect, repair, remove, replace, renew, use and operate the Water Lines for the purposes of serving the Real Property and other properties with utility service. Grantee agrees to restore the Real Property as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.
- 3. Encroachment/Construction Activity.** Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including, without limitation, fences and rockeries shall be erected over, upon or within the Easement, and no trees, bushes or other shrubbery shall be planted or maintained within the Easement, provided Grantor shall have full use of the surface of the Real Property within the Easement, so long as such use does not interfere with the Easement or the Water Lines.

4. Binding Effect/ Warranty of Title. The Easement and the covenants, terms, and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor has good title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

DATED this 21 day of APRIL, 2011

GRANTOR(S)

By  MEMBER

By \_\_\_\_\_

GERALD T. SPURR (Print or type name(s))

Its MEMBER (Print or type position held)

Unofficial Copy

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that Gerald T. Saver is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of April, 2011.

Dara A. Butler  
(Printed Name)

NOTARY PUBLIC in and for the State of Washington.

My Commission Expires March 4, 2014

NOTARY PUBLIC  
STATE OF WASHINGTON  
DARA A BUTLER  
My Appointment Expires March 4, 2014

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