

WHEN RECORDED RETURN TO:

LED LLC
401 Soomerset Rd
Woodland, WA 98671

DOCUMENT TITLE(S):

Easement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. LED LLC

GRANTEE:

1. Frederick D Morgan
2. Sherrill J Morgan
3. Kimberly N Morgan

ABBREVIATED LEGAL DESCRIPTION:

Lot 1 & 2 of River Heights

Full Legal Description located on Page 2

TAX PARCEL NUMBER(S):

02053130020100
02053130020200

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

EASEMENT FOR ACCESS TO RIVER.

AGREEMENT made this Nov. 7, 2011, between LED, L.L.C., a Washington Limited Liability Company, of 401 Somerset Rd., Woodland, Washington 98674, herein called "owner", and FREDERICK D. MORGAN, SHERRILL J. MORGAN and KIMBERLY N. MORGAN, of 09302 Washougal River Road, Washougal, Washington 98671, herein referred to as "grantee".

RECITALS

1. LED, L.L.C. is the owner of real property described herein and desires to grant an easement to the grantees, for their lives only, to access to the Washougal River from the Washougal River Road to said river for recreational use only.

2. FREDERICK D. MORGAN was the prior owner of the described real property and desires to retain the right during his life and the lives of his wife, SHERRILL J. MORGAN, and their daughter, KIMBERLY N. MORGAN, to have access to the Washougal River from the Washougal River Road to said river for recreational use.

NOW, THEREFORE, the parties agree as follows:

I.

CONVEYANCE OF EASEMENT

Owner, LED, L.L.C., hereby grants and conveys, for the life of FREDERICK D. MORGAN, SHERRILL J. MORGAN, and KIMBERLY N. MORGAN, an easement for ingress, egress, and on that portion of the following described real property from the Washougal River Road, south to the Washougal River, for recreational purposes only:

Lot 1 and 2 of RIVER HEIGHTS ESTATES short plat, a portion of Government Lot 3 (Fractional Northwest quarter of the Southwest quarter) .Section 31, Township 2 North, Range 5 East, of the Willamette Meridian, in Skamania County, Washington.

II.

EASEMENT TO RUN WITH LAND AND TERMINATION

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the

parties hereto, provided however, the easement shall terminate upon the demise of the grantees.

III. RESTRICTIONS

1. This easement right is personal to the grantees and terminates upon their respective demise. The easement right can not be sold, assigned, or alienated in any manner. Any such attempt to sell, assign, encumber, or expand the rights granted herein are void.

2. This easement is granted as an accommodation with no monetary consideration. Grantee acknowledges the legal title of owner to the above-described property and agrees never to deny such title or to claim title in grantee's name, to include any adverse possession or claims by acquiescence.

3. Grantees shall exercise the rights granted herein at grantee's own risk, and agrees that grantees shall never claim any damages against owner for any injuries or damages suffered on account of the exercise of such right, regardless of the fault or negligence of the owner, and grantee shall indemnify owner against all liability for damages and expenses resulting from, arising out of, or in any way connected with, the exercise of the rights by grantees, and grantee's invitees entering the property at the invitation of grantees.

4. Grantees are prohibited from constructing or maintaining any improvements upon the easement.

5. Grantees are prohibited from making any commercial use of the easement area, and shall not perform or permit any of grantee's guests or invitees to perform any disorderly conduct or commit any nuisance on the premises or to use the premises in any way so as to interfere with the exercise by owners.

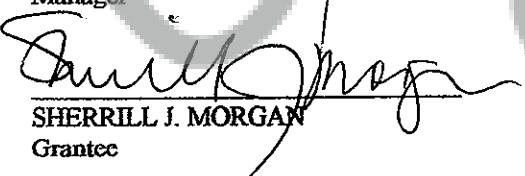
IV. CONDITION OF EASEMENT

Owner does not warrant or represent that the easement area is safe or suitable for the purposes described herein and grantees shall enter upon the easement area at their own risk.

IN WITNESS WHEREOF, the parties have executed this agreement on this day first above written.

LED, L.L.C., Owner


by ROBERT ESPELAND
Manager


SHERRILL J. MORGAN
Grantee


FREDERICK D. MORGAN
Grantee

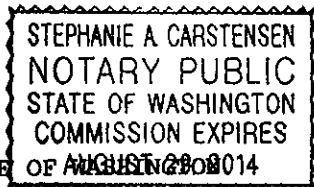

KIMBERLY N. MORGAN
Grantee

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROBERT ESPELAND, 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 the Manager

of LED, L.L.C. with the authority to do so and as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 18 day of NOV, 2011



STATE OF WASHINGTON)
County of Clark) ss.

Stephanie A. Carstensen
Notary Public
Residing at Vanouver
My commission expires 8-28-14

On this day personally appeared before me FREDERICK D. MORGAN, SHERRILL J. MORGAN and KIMBERLY N. MORGAN, 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 1st day of NOV, 2011

Notary Public
State of Washington
Cristian G Dragos
Commission Expires 12-27-2014

Cristian G. Dragos
Notary Public
Residing at CAMAS, WA
My commission expires DEC 27th 2014