

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:


Daryl L. Peterson
PO Box 461
Bonneville, WA 98639

REAL ESTATE EXCISE TAX

N/A
APR 23 2012
PAID N/A
Audrey Fain Deputy
SKAMANIA COUNTY TREASURER

SCR 32523

SIGN EASEMENT AGREEMENT

Grantor: Paul Lambson, Sally Lambson Husband and Wife
Grantee: Daryl Peterson, as his separate property
Tax Account Number: 02-07-19-0-0-0304-00 

This Sign Easement Agreement ("Agreement") is made by and between Paul Lambson and Sally Lambson, Husband and Wife, ("Grantors"), and Daryl Peterson, ("Grantee") as his separate property.

1. Background

- A. Grantor is the owner of a certain parcel of land, legally described as Lot 1 of the FIFTH ADDITION TO THE PLATS OF RELOCATED NORTH BONNEVILLE (a Plat of the Industrial Lots) recorded in Book 'B' of Plats, Page 51, in the County of Skamania, State of Washington (the "Parcel").
- B. Grantee owns a display sign, as legally permitted.
- C. Grantor wishes to grant and Grantee wishes to receive the easement in, upon, over and across the Sign Area of the Parcel for the purposes of installing, constructing, repairing and maintaining the Sign for the benefit of the Grantee, his successors and assigns, all as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

2. Grant of Easement

Grantor hereby grants, gives and conveys to Grantee, and his successors, heirs and assigns, a perpetual, exclusive easement over, across, under and through the Sign Area of the Parcel to erect and maintain the sign in the area known as the "Sign Area" for the installation and use of the utility lines within the Sign Area and to permit Grantee's use of the Sign Area for the other purposes stated in this agreement. Access to "Sign Area" is only on the southwest corner of the Sign Area at Highway 14 and Evergreen Drive.

3. Location of Sign Area

The sign Area shall be described as follows:

Beginning at the Southwest property corner of the above described Parcel thence East thirty-five (35) feet; North thirty-five (35) feet; thence West thirty-five (35) feet; thence South thirty-five (35) feet to the beginning point of the Southwest corner of the Parcel.

4. Perpetual Easement

The Easement shall be perpetual and run with the land as binding upon all successor owners thereof and shall inure to the successors, assigns and heirs of Grantee.

5. Use of Sign Area

Grantee shall have the right to use the Sign Area to erect, maintain, improve, light, enlarge or reduce, repair or replace a sign. Grantee may install and maintain utilities within the Sign Area. All Costs and expenses relating to the installation and maintenance of utilities shall be the sole responsibility of Grantee.

6. Repair and Maintenance

Grantee shall maintain any sign it places in the Sign Area in good condition and repair at its sole cost and expense.

7. Covenants of Grantor

Grantor covenants that (a) it will allow no improvements or natural condition on Parcel to obscure Grantee's sign from the adjacent streets; and (b) it will not place, or allow to be placed, any sign on the Sign Area other than belonging to Grantee.

8. Compliance with Laws

Grantee shall comply with all applicable ordinances, statutes, regulations and all other local, state and federal laws applicable to the Sign Area and any sign it places thereon, including the maintenance and repair thereof.

9. Transfer by Grantor

Whenever a transfer of ownership of the Parcel occurs, liability hereunder of the transferor for any breach of any covenant occurring thereafter shall automatically terminate with respect to such transferor, and the transferee shall automatically assume the burdens and obligations running hereunder to the owner of the Parcel which shall accrue from and after the date of such transfer.

10. Easement is Assignable

Grantee may transfer or otherwise assign any of its rights or interest granted under this Agreement.

11. Attorney Fees

Should any dispute arise concerning this Agreement the prevailing party of such dispute shall be entitled to reimbursement and judgment for their reasonable attorney fees incurred.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of this 20 day of April 2012.

GRANTEE:

By: [Signature]
Daryl Peterson

GRANTOR:

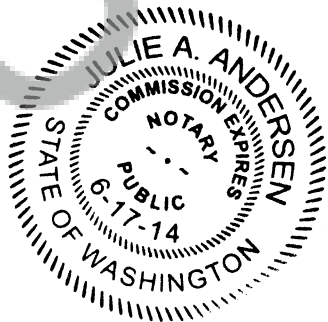
[Signature]
Paul Lambson
[Signature]
Sally Lambson

STATE OF WASHINGTON)

County of Skamania) ss.

I certify that DARYL PETERSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18 day of April, 2012

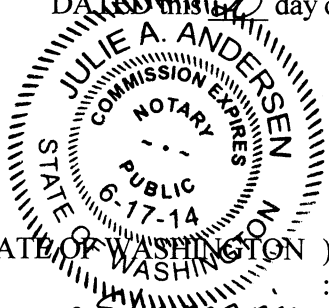


[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 06/17/2014

STATE OF WASHINGTON)
 : SS.
County of Skamania)

I certify that PAUL LAMBSON appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20 day of April, 2012.

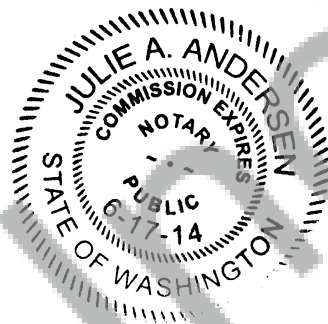


Julie A. Andersen
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 06/17/2014

STATE OF WASHINGTON)
 : SS.
County of Skamania)

I certify that SALLY LAMBSON appeared personally before me and that I know or have satisfactory evidence that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 20 day of April, 2012.



Julie A. Andersen
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 06/17/2014

US COPY