

AFTER RECORDING, RETURN TO:  
Bradley W. Andersen, Esq.  
Schwabe, Williamson & Wyatt  
700 Washington Street, Suite 701  
Vancouver, WA 98660

**DECLARATION OF EASEMENT – EASTSIDE ROAD**

**Document:** Declaration of Easement – Eastside Road  
("Agreement")

**Reference numbers of related documents:**

**PARCEL A OWNER/Grantor:** Mary Lee Birkenfeld

**PARCEL B OWNER/Grantee:** Joseph A. Birkenfeld and  
Mary Lee Birkenfeld

**Abbreviated Legal Description:** A portion of Section 15, Township 4 North,  
Range 7 East

**Assessor's Property Tax Parcel  
Account Number(s):** 6, 5 -  
A portion of 04-07-15-0-0-0200-00

**RECITALS**

WHEREAS, Mary Lee Birkenfeld ("Parcel A Owner") owns the real property described in Exhibit "A" ("Parcel A");

WHEREAS, Joseph A. Birkenfeld and Mary Lee Birkenfeld ("Parcel B Owner") own, as Tenants-in-Common, the Real Property described in Exhibit "B" ("Parcel B");

WHEREAS, the Parcel A Owner intends to convey to the Parcel B Owner a 20-foot-wide non-exclusive easement for ingress and egress across Parcel A to provide the Parcel B Owner access to Parcel B;

WHEREFORE, the parties hereby agree as follows:

## RECIPROCAL EASEMENT

1. **Easement:** The Parcel A Owner, for and in consideration of ten dollars (\$10) and other good and valuable consideration, hereby grants and conveys to the Parcel B Owner, and their heirs and assigns, a 20-foot-wide perpetual, non-exclusive easement over and across Parcel A as described in Exhibit "C", prepared by KA Trantow Surveying ("Eastside Road Easement").

2. **Purpose:** The purpose of the Eastside Road Easement is to permit the owners of Parcel B and their heirs and assigns ingress and egress access to Parcel B.

3. **Permitted Use:** The Parcel B Owner can use the Eastside Road Easement for the purpose of accessing, using, maintaining, and enjoying Parcel B. Neither Parcel A Owner nor Parcel B Owner shall make any use of the Eastside Road Easement which interferes with the other party's use of Eastside Road Easement. A party's permitted use of the Eastside Road Easement includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees.

4. **Maintenance of the Road:** Except in the event of an emergency, Parcel A Owner shall have the sole authority and responsibility to maintain the Eastside Road Easement, at the sole expense of Parcel A Owner, in a condition substantially similar to its current condition (passable packed dirt). In the event that Parcel A is no longer owned by Mary Lee Birkenfeld or her lineal descendants, or any party or entity under the control of Mary Lee Birkenfeld or Parcel B is no longer owned by Mary Lee Birkenfeld and Joseph A. Birkenfeld, their lineal descendants or any party or entity under the control of Mary Lee Birkenfeld or Joseph A. Birkenfeld, Parcel B Owner shall have the sole responsibility to maintain the Eastside Road Easement, at the sole expense of Parcel B Owner; EXCEPT that if either party causes any damage to the Eastside Road, other than normal wear and tear, they will be solely responsible to repair and restore the Eastside Road Easement.

5. **Indemnification/Hold Harmless:** Parcel A Owner and Parcel B Owner shall indemnify and hold the other harmless from any and all liability associated with any of their use of the Eastside Road Easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement. Likewise, each Parcel B Owner shall indemnify and hold the other harmless from any and all liability associated with their use of the Eastside Road Easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement.

6. **Duration of Easement:** This Agreement shall be perpetual in duration and the

burdens and benefits of this Agreement shall run with the land benefited and burdened.

7. **Attorney Fees:** In the event any party hires an attorney to defend or enforce this Agreement, 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 any party at any time to require strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Agreement.

9. **Successors and Assigns:** This Agreement 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. **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 Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

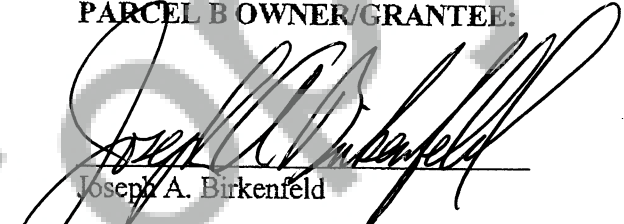
12. **Multiple Owners:** In instances where Parcel A or Parcel B are owned by more than one party, each Parcel A Owner or Parcel B Owner, as the case may be, will share equally in any expense that is the obligation of the Parcel A Owner or Parcel B Owner and may not unreasonably withhold, condition, or delay consent to any obligation to be carried out by the Parcel A Owner or the Parcel B Owner, as applicable.

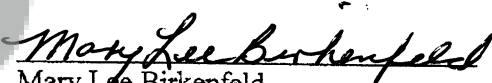
DATED this 6 day of June, 2012.

PARCEL A OWNER/GRANTOR:

PARCEL B OWNER/GRANTEE:

  
Mary Lee Birkenfeld

  
Joseph A. Birkenfeld

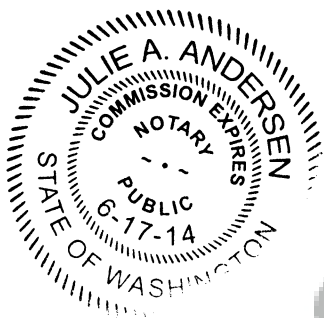
  
Mary Lee Birkenfeld

NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me, MARY LEE BIRKENFELD, 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 6 day of June, 2012.

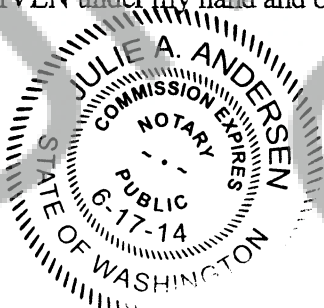


Julie A. Andersen  
Julie A. Andersen  
NOTARY PUBLIC in and for the  
State of Washington  
My commission expires: 06/17/2014

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me, JOSEPH A. BIRKENFELD, 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 6 day of June, 2012.



Julie A. Andersen  
Julie A. Andersen  
NOTARY PUBLIC in and for the  
State of Washington  
My commission expires: 06/17/2014



**EXHIBIT "A"**

**Parcel A / Tract 3**

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM ALL OF THAT LAND PLATTED WITHIN THE HANSON SHORT PLAT AS RECORDED IN BOOK 3 PAGE 116 SKAMANIA COUNTY RECORDS;  
ALSO EXCEPTING THEREFROM ALL OF LAND PLATTED WITHIN THE PLAT OF EL DECANSO AL RIO AS RECORDED IN BOOK A PAGE 90 OF SKAMANIA COUNTY RECORDS;

ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 19°31'50" AN ARC LENGTH OF 501.84 FEET A CHORD WHICH BEARS SOUTH 40°30'27" EAST, 499.42 FEET; THENCE SOUTH 00°45'15" WEST, ALONG THE EAST LINE OF NORTHWEST QUARTER OF SAID SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH 52°12'15" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 70°26'43" WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH 19°31'44" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH 00°25'22" WEST ALONG THE WEST LINE OF LOT 3 SAID HANSON SHORT PLAT 312.01 FEET; THENCE NORTH 88°54'40" WEST, ALONG THE NORTH LINE OF LOT AND LOT 3 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 00°05'24" WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 88°53'46" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 15, 39.68 FEET MORE OR LESS TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (14) COURSES: (1) THENCE NORTH 29°17'16" WEST, 279.45 FEET; (2) THENCE NORTH 33°53'16" WEST, 280.96 FEET; (3) THENCE NORTH 28°11'33" WEST, 213.80 FEET; (4) THENCE NORTH 45°07'45" WEST, 195.80 FEET; (5) THENCE NORTH 37°50'50"

EXHIBIT "A"

WEST, 196.10 FEET; (6) THENCE NORTH 23°35'15" WEST, 111.76 FEET; (7) THENCE NORTH 13°50'29" WEST, 210.97 FEET; (8) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (9) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (10) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (11) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (12) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (13) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (14) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

**INCLUDING THERETO**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION THEREOF LYING NORTHEASTERLY OF THE CENTERLINE OF THE WIND RIVER

**INCLUDING THERETO**

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXHIBIT "A"

**EXHIBIT "B"****Parcel B / Tract 1**

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE WEST RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH 70°22'40" WEST, 357.48 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH 02°20'29" WEST, 264.36 FEET; THENCE SOUTH 14°42'14" WEST, 110.84 FEET; THENCE SOUTH 00°45'15" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 88°30'21" WEST, 432.35 FEET; THENCE NORTH 81°19'36" WEST, 154.63 FEET; THENCE NORTH 72°01'36" WEST, 157.03 FEET; THENCE NORTH 85°23'05" WEST, 123.96 FEET; THENCE SOUTH 83°58'02" WEST, 148.47 FEET, MORE OR LESS, TO THE CENTER LINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING EIGHT (8) COURSES; (1) THENCE NORTH 13°54'29" WEST, 156.86 FEET; (2) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (3) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (4) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (5) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (6) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (7) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (8) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.98 ACRES MORE OR LESS

EXHIBIT "B"

**EXHIBIT "C"****Eastside Road Easement Legal Description**

A STRIP OF LAND 20.00 FEET WIDE, BEING A PORTION OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST. SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH 88°53'17" WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH 30°44'34" EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH 70°22'40" WEST, 203.97 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE BEING DESCRIBED; THENCE NORTH 46°54'53" WEST, 40.26 FEET; THENCE NORTH 46°43'52" WEST 59.05 FEET; THENCE 48°52'35" WEST, 130.05 FEET; THENCE NORTH 39°20'18" WEST, 78.25 FEET; THENCE NORTH 36°41'03" WEST, 104.47 FEET; THENCE NORTH 38°13'53" WEST, 38.81 FEET; THENCE NORTH 24°38'06" WEST, 161.51 FEET; THENCE NORTH 24°21'57" WEST, 74.41 FEET; THENCE NORTH 28°39'17" WEST, 87.76 FEET; THENCE NORTH 37°04'13" WEST, 30.72 FEET; THENCE NORTH 61°38'33" WEST, 32.13 FEET; THENCE NORTH 72°49'33" WEST, 29.98 FEET; THENCE SOUTH 12°04'47" WEST, 15.00 FEET TO A POINT ON THE NORTH LINE OF TRACT 1 AND THE TERMINUS OF SAID CENTERLINE LAST SAID POINT BEING SOUTH 74°49'05" EAST 18.40 FEET FROM THE NORTHERN MOST CORNER OF SAID TRACT 1. THE SIDELINES OF SAID 20.00 FOOT STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE NORTHERLY LINE OF SAID TRACT 1 AND THE NORTH LINE OF TRACT 2.

Skamania County Assessor

Date 6/7/12 Parcel# 4-7-15-200  
65

EXHIBIT "C"