

Document prepared by
And after recording return to:

Columbia Cascade Housing
Corporation
312 Court St Suite 419
The Dalles, OR 97058
Attn: Joel Madsen

REAL ESTATE EXCISE TAX

N/A

DEC 31 2012

Timothy O. Todd
SKAMANIA COUNTY TREASURER

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Parcel No's: 03-08-17-3-0-1205-00, 03-08-17-3-0-1206-00

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is made as of this 20th day of December, 2012, by COLUMBIA CASCADE HOUSING CORP. ("Owner") to Samsri Saul ("Grantee").

The following recitals of fact are a material part of this Amendment:

- A. The Owner owns the real property described in Exhibit A attached hereto ("Owner's Parcel"). Grantee owns the real property described in Exhibit B attached hereto ("Grantee's Parcel"). Owner's Parcel and Grantees Parcel share a common boundary.
- B. The parties (singly, a "Party", and collectively, the "Parties") have agreed to impose certain operation, maintenance and restrictions on the Owner's Parcel for an easement area defined below and now the parties desire to evidence their agreement.

NOW, THEREFORE, for good and valuable consideration of the mutual agreement of the Parties set forth in the Agreement and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Easements**

1.1 General. The Owner grants to Grantee a nonexclusive, perpetual ingress, egress and utility easement and right of way over and across the easement area described in Exhibit C attached hereto (the "Easement Area") as developed and maintained from time to time pursuant to the terms hereof, for purposes of (i) providing vehicular and pedestrian ingress and egress to and from Brooks Road and the Grantee's Parcel and driveway, and (i) providing utility services (power, water, gas, storm water drainage, sewer, electric, cable television, and any other utility services which may be

available from time to time) to the Grantee's Parcel. The cost of installation, altering and repair of utilities serving Grantee will be borne solely by Grantee.

1.2 Modification.

- (a) **Generally.** The Owner has agreed to fund the initial cost of constructing the private roadway to be installed within the Easement Area which conforms to local codes. Except for manholes and similar surface features, the utility lines installed within the boundaries of the Easement Area by either party shall be installed underground. After the Private Roadway is initially constructed, Owner will manage the maintenance and repair of the Private Roadway pursuant to Section 5. Any work undertaken by a Party on the Private Roadway after initial construction of the same is subject to the conditions that: (i.) the other Party is given 30 days prior written notice of the proposed work, together with the proposed plans for consummation of the work; (ii) the work to be undertaken is performed diligently, in a good and workmanlike manner and in compliance with all applicable laws and local codes; (iii) the work to be undertaken will not materially and adversely affect the operations of the other Party, or the provision of utility services either during construction of the proposed work or after completion of the proposed work; and (iv) the convenience of use of the Easement Area for the Parties and their tenants and guests, as modified by the proposed work, shall be substantially equivalent to the convenience of the use of the same that existed prior to the modification.
- (b) **Required by Governmental Authority.** If any governmental authority requires any change in the Easement Area, the Parties shall make every reasonable effort to minimize the negative impact of such changes on the access rights provided under this Agreement.

2. **No Barriers.** No fences, walls or barriers to access will be erected within the boundaries of the Easement Area which would unreasonable interfere with the use of the Easement Area for ingress and egress or utility services without both Parties' prior written consent.

3. **Rights of Use.** Each Party, and its tenants, agents, employees, customers and guests shall have the nonexclusive use of the Easement Area for the purposes of (i) providing vehicular and pedestrian ingress and egress to and from Brooks Road and the Owner's Parcel and Grantee's Parcel (the "Parcels") via the easement area created by this Agreement, and (ii) providing utility services (power, water, gas, storm water drainage, sewer, electric, cable television, and any other utility services which may be available from time to time) to the Parcels. Owner will be free to construct, maintain, improve, repair and reconstruct utility lines over, under or across the Easement Area provided that any such actions do not unreasonably interfere with or impair the Parties' rights of use of the Easement Area set forth herein.

4. **Maintenance of Easement Area; Taxes.**

5.1 Maintenance and Fees. Owner shall manage maintenance and repairs required from time to time with respect to the Easement Area. The Owner will be responsible for the full cost of any work under their direction which is either caused or which is done primarily to benefit the Owner. The Grantee will be responsible for the full cost of any work under their direction which is either caused or which is done primarily to benefit the Grantee. Prior to work commencing on the easement area for cause or to benefit the Grantee, Grantee shall be required to provide evidence of bond or creditworthiness to avoid potential liens. If the Grantee fails to pay its share of any such costs, the unpaid obligation shall be secured by a lien against the Grantee's Parcel.

5.1.1 Upon development of Grantee's parcel, Grantee will be obligated to reimburse Owner for a proportionate amount of any maintenance and repair expense which may be incurred from time to time based on the total number of units using easement area. Owner shall provide Grantee with a description of the work performed and copies of written receipts or invoices evidencing payment of such expenses and the actual costs of repairs not more often than once every four months and, Grantee shall reimburse Owner for its share of such payments within thirty (30) days after receipt of such invoices.

5.2 Advances/Lien. If Grantee fails to pay or perform any of its obligations hereunder, Owner, after reasonable notice to the Grantee, may elect to pay the delinquent obligation for the account of the Grantee, and the Grantee shall be obligated to reimburse the Owner for its share of all sums thus expended plus interest at the greater of the legal rate of interest or the rate of ten (10%) percent per annum from the date paid until reimbursed. The Owner also shall have the immediate right to record a lien against the Parcel of the Grantee in the amount of the delinquent sum owed.

5. Indemnity. Each Party shall defend, indemnify and hold the other Party harmless from any claim, loss, liability or expense (including discovery costs and other litigation costs, and reasonable attorney's fees) that arises out of or in connection with the international misconduct or negligence of indemnifying Party, or any agents, invitees, employees, contractors or tenants of such Party, in connection with their use or operation of the Easement Area; provided, however, that in the event of concurrent negligence or misconduct, the obligation to indemnify shall exclude claims to the extent that they are caused by the negligence or intentional misconduct of the indemnified Party, or its agents, invitees, tenants, contractors or employees.

6. Insurance. During the course of this agreement, ~~Grantee shall maintain~~ ¹¹⁻⁵¹⁻²⁵ at its own cost, general liability insurance. ~~Grantee~~ shall name the Owner as an additional named insured. The policy shall be primary and noncontributory among the named insured and shall be evidenced by a certificate of insurance. If, upon approval from owner, work commences for the benefit of the Grantee, Grantee shall be responsible to show evidence of insurance for work to be completed.

7. **Defaults.**

8.1 Defaults. A Party shall be deemed to be in default of this Agreement upon the expiration of thirty (30) days (ten(10) days in the case of failure to pay money) from receipt of written notice from the other Party specifying the particulars in which the defaulting Party has failed to perform its obligations under this Agreement unless, prior to the expiration of the cure period, it cures the matters specified in the notice of default. However, the defaulting Party shall not be deemed to be in default if such failure (except a failure to pay money) cannot reasonably be cured within the thirty-day cure period, and the defaulting Party is using good faith, diligent efforts to cure the matters specified in the notice of default.

8.2 Injunctive Relief. In the event of a violation or threatened violation by any person of the restrictions contained in this Agreement, each Party shall, in addition to any other remedy available at law or in equity, have the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

8. **Term.** This Agreement shall be perpetual and shall run with the land comprising the Parcels and shall be binding on and inure to the benefit of the Parties and their successors and assigns.

9. **General Provisions.**

10.1 Protection of Rights of Mortgagees. No breach of the provisions in this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust now or hereafter executed which affects a Party's interests pursuant to this Agreement; provided, however, that upon any sale under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, and its successors and assigns, shall hold any and all property interest so purchased subject to all of the provisions of this Agreement.

10.2 Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing and signed by the waiving Party.

10.3 Attorney's Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement (including any litigation undertaken in the context of a bankruptcy proceeding), the prevailing Party shall be entitled to recover from the other Party such sum as the court may adjudge reasonable as costs of litigation (including discovery costs), and as attorney's fees in preparation for and at trial, on appeal of such suit or action and on any petition for review, in addition to all other sums provided by law. For the purposes of this Agreement, "prevailing Party" shall mean the Party that succeeds either affirmatively or defensively on claims having the greatest overall value or importance, as determined by the court of competent jurisdiction.

10.4 Notices. Notices given under this Agreement shall be in writing and delivered by certified or registered U.S. mail, postage paid with return receipt requested; by United

States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid; by facsimile or other telecommunication device capable of transmitting or creating a written record; or personally. Unless a Party designates another address for notice by notice given pursuant to this Section, notices shall be sent to the addresses set forth above. Notices sent by U.S. Mail in the foregoing manner shall be deemed to have been received by the addressee upon the expiration of two business days after deposit in the mail; notices given in any other manner shall be effective upon receipt by the addressee.

10.5 Amendments. This Agreement may not be modified, amended or terminated except by written agreement of the Parties.

10.6 Successors and Assigns. Any transferee of a Parcel or part thereof shall automatically be deemed, by acceptance of title to such property, to have assumed all of the obligations set forth in this Agreement relating to such Parcel. A Party shall, when such transfer is consummated, be relieved of all liability that arises thereafter under this Agreement, but such Party shall not thereby be relieved of liability that arose before such time and which remains unsatisfied. A Party has the right to assign to any tenant of the Party its rights and obligations under this Agreement throughout the term of the lease to such tenant or for a shorter time as the Party may agree, but any such assignment shall not release such Party from its obligation or liabilities under this Agreement.

10.7 Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever.

10.8 Consent. Except as expressly provided to the contrary, if any provision of this Agreement requires the consent or approval of a Party, such consent or approval shall not be unreasonably withheld, delayed or conditioned. No consent or approval shall be valid unless it is given in writing and signed by the Party providing such consent or approval.


10.9 Arbitration. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration. The arbitration shall be conducted in Portland, Oregon, in accordance with the then current commercial arbitration rules of the Arbitration Services of Portland, Inc. or such substitute rules as the Parties may designate.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.


OWNER:

**COLUMBIA CASCADE HOUSING
CORP.**

By: 
Name: Robert Mason
Its: Executive Director

GRANTEE:

MRS. SAMSRI SAUL.

By: 
Name: **SAMSRI SAUL**

Unofficial Copy

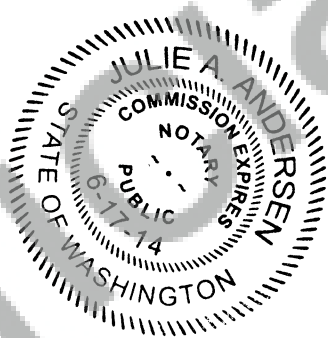
STATE OF Washington)
) SS
COUNTY OF Skamania)

I, Julie A Andersen, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ruby Mason, the Executive Director of Columbia Cascade Housing Corp., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of December, 2012.

Julie A Andersen
Notary Public

My Commission Expires: June 17, 2014



Unofficial Copy

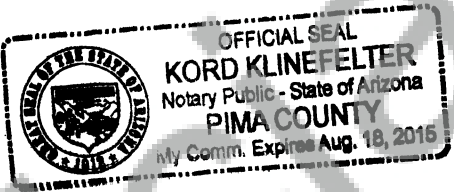
STATE OF Arizona)
COUNTY OF Pima) SS

I, Kord Klinefelter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mrs. Samsri Saul, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20 day of Dec, 2012.

[Signature]
Notary Public

My Commission Expires: 8/18/12



Unofficial Copy

EXHIBIT A**OWNER's PARCEL**

Lot 5 of the Amended Rose Subdivision Phase I, according to the recorded plat, recorded in Auditor File NO. 2005159016, in the County of Skamania, State of Washington.

TOGETHERWITH the following described portion of Lot 6 of the Amended Rose Subdivision Phase I, according to the recorded plat, recorded in Auditor File NO. 2005159016, in the County of Skamania, State of Washington, more particularly described as follows:

Beginning at a 5/8" iron rod, L.S. 43141 monumenting the Southeast corner of Lot 6 of said Amended Rose Subdivision; thence North 01°24'30" East, a distance of 396.60 feet to a similar 5/8" iron rod; thence continuing North 18°03'46" West, a distance of 60.82 feet to a similar 5/8" iron rod; thence North 01°07'21" East, a distance of 175.72 feet to a 1/2" iron rod, L.S. 15204 monumenting the Northeast corner of said Lot 6; thence North 87°46'41" West, along the North line of said Lot 6 a distance of 8.84 feet to a point; thence South 01°24'30" West, a distance of 399.23 feet to the Northeast corner of Lot 2 of said amended subdivision; thence South 01°24'30" West, a distance of 229.88 feet to a 5/8" iron rod, L.S. 22098 monumenting the Southeast corner of said Lot 2, point being on the Northern right of way of Brooks Road; thence South 87°21'30" E along said Northern right of way, a distance of 30.00 feet to the point of beginning.

EXCEPTING THEREFROM the following 4 Parcels:

1.

A portion of Lot 5 of the Plat Amended of Rose Subdivision, Phase 1 as filed for record in Skamania County Auditor File #2005159016, more particularly described as follows:

Commencing at a 5/8" iron rod L.S. 22098 monumenting the Southwest corner of Lot 3 of said Amended Rose Subdivision; thence North 01°24'30" East, a distance of 115.08 feet to a similar 5/8" iron rod and point of beginning; thence North 01°24'30" East, a distance of 35.00 feet to a 5/8" iron rod, L.S. 43141 monumenting the Northwest corner of Quit Claim Deed #2006161730; thence North 87°27'12" West, a distance of 13.00 feet to a point; thence South 01°24'30" West, a distance of 35.00 feet to a point; thence South 87°25'25" East, a distance of 13.00 feet to the point of beginning.

2.

A portion of Lot 5 of the Plat Amended of Rose Subdivision, Phase 1 as filed for record in Skamania County Auditor File #2005159016, more particularly described as follows:

Beginning at a 5/8" iron rod, L.S. 22098 monumenting the Southwest corner of Lot 3 of said Amended Rose Subdivision; thence North 01°24'30" East, a distance of 115.08 feet to a similar 5/8" iron rod; thence North 87°25'25" West, a distance of 13.00 feet to a point; thence South 01°24'30" West, a distance of 115.08 feet to a point on the North right of way of Brooks Road; thence South 87°25'57" East, a distance of 13.00 feet to the point of beginning.

3.

That portion conveyed to Dennis Saul by Instrument recorded in Auditor File No. 2006161780.

A portion of Lot 5 of the Amended Rose Subdivision Phase I according to the recorded plat recorded in Auditors File No. 2005159016, in the County of Skamania, State of Washington describes as follows:

Beginning at the Northwest corner of Lot 3 of the amended Rose Subdivision; thence North $01^{\circ}24'30''$ East, a distance of 35 feet; thence North $87^{\circ}26'21''$ East, a distance of 105.51 feet to the Northwest corner of Lot 4 of said subdivision; thence South $02^{\circ}33'39''$ West, a distance of 35 feet to the Northeast corner of said Lot 3; thence West along said Northern line 105.51 feet to the point of beginning.

4.

That portion conveyed to Dennis Saul by instrument recorded in Auditor File No. 2006162396.

A portion of Lot 5 Amended Rose Subdivision Phase I according to recorded Plat recorded in Auditor File No. 2005159016, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of Lot 4 in the said Amended Rose Plat which is also on the East line of said subdivision; thence North along said East line 80 feet; thence West parallel with the North line of said Lot 4, a distance of 110 feet; thence South parallel with the East line of said subdivision 80 feet to the North line of a tract of land conveyed to Dennis Saul by instrument recorded in Auditor File No. 2006161780; thence East along said North line and the North line of said Lot 4, a distance of 110 feet to the Point of Beginning.

EXHIBIT B

GRANTEE's PARCEL

Lot 6 of the Amended Rose Subdivision Phase I, according to the recorded plat, recorded in Auditor File No. 2005159016, in the County of Skamania, State of Washington.

EXCEPTING THEREFROM the following described portion of Lot 6 of said Amended Rose Subdivision Phase I, more particularly described as follows:

Beginning at a 5/8" iron rod, L.S. 43141 monumenting the Southeast corner of Lot 6 of said Amended Rose Subdivision; thence North 01°24'30" East, a distance of 396.60 feet to a similar 5/8" iron rod; thence continuing North 18°03'46" West, a distance of 60.82 feet to a similar 5/8" iron rod; thence North 01°07'21" East, a distance of 175.72 feet to a 1/2" iron rod, L.S. 15204 monumenting the Northeast corner of said Lot 6; thence North 87°46'41" West, along the North line of said Lot 6 a distance of 8.84 feet to a point; thence South 01°24'30" West, a distance of 399.23 feet to the Northeast corner of Lot 2 of said amended subdivision; thence South 01°24'30" West, a distance of 229.88 feet to a 5/8" iron rod, L.S. 22098 monumenting the Southeast corner of said Lot 2, point being on the Northern right of way of Brooks Road; thence South 87°21'30" E along said Northern right of way, a distance of 30.00 feet to the point of beginning.

EXHIBIT C**EASEMENT AREA****Tract A- 10foot wide joint utility easement**

The centerline of a 10 foot wide in even width joint utility easement located in Lot 5 of the Amended Rose Subdivision plat as filed for record in Skamania County Auditor File #2005159016. Tract of land is located in the southwest quarter of the southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian in Skamania County and State of Washington. Said tract is more particularly described as follows:

Beginning at a 5/8" iron rod, L.S. 22098 monumenting the southwest corner of Lot 3 of said Amended Rose Subdivision; thence N (North) 87°25'57" W (West) along the north right of way of Brooks Road a distance of 8.00 feet to the point of beginning of said 10 foot wide joint utility easement.

Thence N 01°24'30"E (East) a distance of 280.95 feet to a point; thence N 01°52'04"E a distance of 210.43 feet to a point; thence N 35°12'27"W a distance of 9.70 feet; thence N 53°30'56" W a distance of 13.21 feet to a point; thence N 64°35'46"W a distance of 14.38 feet; thence S (South) 88°08'15"W a distance of 23.98 feet to the terminus of said joint utility easement, sidelines shall be lengthened or shorted to make the ends meet. Said terminus point measures S 01°24'30"W a distance of 118.91 feet from a point which is 8.00 feet westerly of northwest corner of said Lot 5 of Amended Rose Subdivision.

Easement contains 5,530 Sq.Ft ., more or less

Tract B-47 foot wide access and utility easement.

A 47 foot wide access and utility easement located in Lot 5 and Lot 6 of the Amended Rose Subdivision plat as filed for record in Skamania County Auditor File #20051590 16. Tract of land is located in the southwest quarter of the southwest quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian in Skamania County and State of Washington. Said tract is more particularly described as follows:

Beginning at a 5/8" iron rod, L.S.22098 monumenting the southeast corner of Lot 2 of said Amended Rose Subdivision; thence N (North) 01°24'30" E (East) along the east side of said Lot 2 a distance of 279.88 feet to a point; thence S (South) 88°40'08"E a distance of 47.00 feet; thence S 01°24'30"W (West) a distance of 280.95 feet to the north right of way of Brooks Road; thence N 87°21'30"W along said right of way a distance of 47.00 feet to the point of beginning .

Easement contains 13,175 Sq. Ft ., more or less