

After Recording Return to:
Underwood Conservation District
PO Box 96
White Salmon, WA 98672

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
31842
MAY 19 2016

PAID \$87.85
Shirley Ann Deputy
SKAMANIA COUNTY TREASURER

TEMPORARY EASEMENT

GRANTOR: DEBO, LLC, a Washington limited liability company

GRANTEE: Underwood Conservation District

APN 03100300010600 *ym 5-18-16*

ABBR Legal – PTN of N2NE Sec 3, T3NR10E

Grantor(s), DEBO, LLC is the owner of the following described property:

The East half of Government Lot 2, AND Beginning at the Northwest corner of Government Lot 1, South 01° 33'53" East 1,275.15 feet to the Southwest corner of said Government Lot 1; thence along the South line of said Government Lot 1, South 89° 05'07" East 506.96 feet to the Southwest corner of that tract of land described in Book 144, Page 816, Deed Records of Skamania County; thence leaving said South line along the Westerly line of said tract of land, North 06° 34'23" East 305.93 feet; thence leaving said Westerly line, North 21° 01'50" West 1,047.52 feet to the intersection with the North line of said Section 3; thence along said North line, North 89° 41'03" West 200.82 feet to the point of Beginning; EXCEPTING THEREFROM that portion lying within County Roads.

Grantor(s), for and in consideration of Ten Dollars and other good and valuable consideration, do by these presents grant, bargain, sell, convey, and confirm unto the said Grantee, its successors

or assigns, a temporary easement to be used only during construction of box culvert on adjacent property. The said temporary easement being described property as follows:

Two tracts of land, being a portion of that property described within Exhibit "D" of that Warranty Deed and Boundary Line Adjustment recorded as Auditor's File #2015001085, Records of Skamania County, lying in Government Lot 1 of Section 3, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

SEE EXHIBIT A

The terms of the conveyance are as follows:

- A. The conveyance is temporary and shall terminate upon the completion of the construction of the box culvert under Lakeview Road or October 31, 2018, whichever is earlier;
- B. Grantee will execute a Termination of Temporary Easement upon the completion of the construction of the box culvert under Lakeview Road or October 31, 2018, whichever is earlier;
- C. Grantee, its agents, contractors and assigns shall be able to use and occupy the easement area for access, temporary single-lane bypass detour roadway, construction activities, staging area for equipment and materials, water lines, construction utility needs, stream diversion, inspection, water pump operation and other activities incidental to removal of the existing culvert under Lakeview Road and construction and installation of new box culvert under Lakeview Road.
- D. Grantee, its agents, contractors and assigns shall have exclusive access to the easement area during the term of this temporary easement;
- E. Grantee, its agents, contractors and assigns shall utilize all available and reasonable means to minimize disturbance to the Grantor's quiet enjoyment of its remaining property;
- F. Grantee, its agents, contractors and assigns shall remove only the designated trees identified in Engineer drawings dated December 4, 2015, by Tenneson Engineering and

- Grantee, its agents, contractors and assigns shall seek written permission from Grantor if any other tree(s) with diameter at breast height (DBH) greater than 4" must be removed;
- G. Grantee, its agents, contractors and assigns shall take reasonable and customary measures to create minimum disturbance of existing vegetation;
- H. Grantee, its agents, contractors and assigns shall take all reasonable and customary actions to return the disturbed area to pre-construction condition, including reseeding and grading of the area and restoration of the stream bed.
- I. Grantee shall comply with all federal, state and local laws, regulations, codes and requirements and obtain and comply with all permits and governmental approvals required for any activities the Grantee causes to occur on the Property. Grantee shall conduct all such activities on the Property in a lien-free, reasonable manner consistent with best construction management practices. Grantee's indemnity and defense obligations under this Agreement shall continue and survive the expiration of the term hereof.
- J. The parties agree that the laws of the State of Washington shall control any interpretation or construction of this Agreement. Venue lies exclusively in the Skamania County Superior Court.
- K. This Temporary Easement shall be effective as of the date it is signed and acknowledged by the last party to sign.

Grantee will indemnify, defend and hold harmless Grantor, Desmond Verley and Sheryl Verley from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement by the Grantee, and its agents, assigns, independent contractors and invitees except such injury, loss or damage as shall have been caused by the negligence or willful act of DEBO, Desmond Verley or Sheryl Verley, their agents, guests, invitees, family members or employees.

Dated this 2 day of May, 2016.

Desmond Verley
Desmond Verley

Member of DEBO LLC

Sheryl F Verley
Sheryl Verley

Member of DEBO LLC

Jacob Anderson
Jacob Anderson

Chairperson of Underwood Conservation District

STATE OF WASHINGTON)

) ss.

COUNTY OF Klickitat)

On this 2nd day of May, 2016, personally appeared before me
Desmond Verley, to me known to be the individual described herein 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.

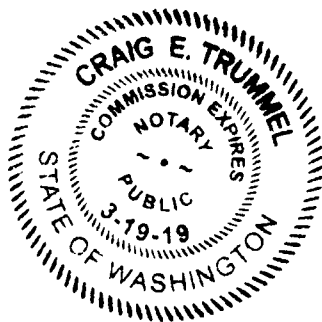
GIVEN under my hand and official seal this 2nd day of May, 2016.

Craig E. Trummel

Notary Public in and for the State of

Washington, Residing Klickitat Co

My appointment expires: 3/19/2019

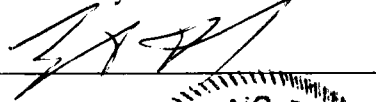


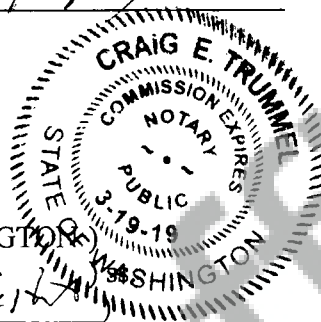
STATE OF WASHINGTON)

COUNTY OF Klickitat) ss.

On this 2nd day of May, 2016, personally appeared before me Sheryl Verley, to me known to be the individual described herein 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 2nd day of May, 2016.





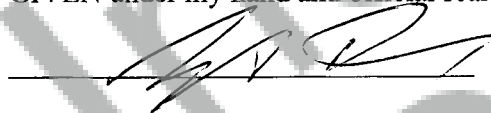
Notary Public in and for the State of Washington, Residing Klickitat
My appointment expires: 3/19/2019

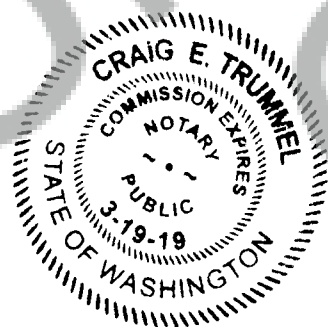
STATE OF WASHINGTON)

COUNTY OF Klickitat)

On this 3rd day of May, 2016, personally appeared before me Jacob Anderson, to me known to be the individual described herein 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 3rd day of May, 2016.





Notary Public in and for the State of Washington, Residing Klickitat Co
My appointment expires: 3/19/2019

January 6, 2016

EXHIBIT A

LEGAL DESCRIPTION
for
Temporary Easement Area

Two tracts of land, being a portion of that property described within Exhibit "D" of that Warranty Deed and Boundary Line Adjustment recorded as Auditor's File #2015001085, Records of Skamania County, lying in Government Lot 1 of Section 3, Township 3 North, Range 10 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Southwest corner of said Government Lot 1; thence along the South line of said Lot 1, South 89°05'07" East 116.88 feet to the true point of beginning of this description; thence leaving said South line, North 45°14'53" East 66.73 feet; thence North 44°45'07" West 62.42 feet; thence along the arc of a 130.00 foot radius curve to the right, a radial line to which bears South 30°50'54" East, through a central angle of 04°37'30", a distance of 10.49 feet (the long chord of which bears North 61°27'51" East 10.49 feet); thence North 63°46'36" East 8.23 feet; thence along the arc of a 70.00 foot radius curve to the right, through a central angle of 74°39'30", a distance of 91.21 feet (the long chord of which bears South 78°53'39" East 84.90 feet); thence South 57°12'19" West 29.24 feet; thence South 32°41'48" East 28.90 feet; thence North 57°18'12" East 27.68 feet; thence along the arc of a 70.00 foot radius curve to the right, a radial line to which bears South 72°20'18" West, through a central angle of 26°39'08", a distance of 32.56 feet (the long chord of which bears South 04°20'09" East 32.27 feet); thence South 08°59'25" West 28.41 feet to the intersection with said South line; thence along said South line, North 89°05'07" West 115.68 feet to the true point of beginning of this description.

Also the following described tract of land:

Commencing at the Southwest corner of said Government Lot 1; thence along the South line of said Government Lot 1, South 89°05'07" East 278.01 feet; thence leaving said South line, North 08°59'25" East 22.03 feet; thence along the arc of a 115.00 foot radius curve to the left, through a central angle of 12°23'26", a distance of 24.87 feet (the long chord of which bears North 02°47'42" East 24.82 feet) to the true point of beginning; thence continuing along the arc of the said 115.00 foot radius curve to the left, through a central angle of 20°13'30", a distance of 40.59 feet (the long chord of which bears North 13°30'45" West 40.38 feet); thence North 67°51'17" East 25.55 feet; thence North 32°15'55" West 30.43 feet; thence South 69°48'01" West 10.60 feet; thence North 53°01'24" West 36.21 feet; thence North 47°02'27" West 24.37 feet; thence North 69°00'41" West 14.94 feet; thence North 63°00'35" East 22.34 feet; thence North 28°44'10" East 49.13 feet; thence South 53°50'06" East 80.24 feet; thence South 23°51'50" East 61.38 feet; thence South 43°10'26" West 88.37 feet to the true point of beginning of this description.

The above described tracts of land contain in total 0.40 acre.

<14309_DESC.002>

Skamania County Assessor
Date 5-18-16 Parcel# 03-10-03-0-0-0106-00 PTW
TM

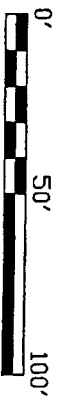
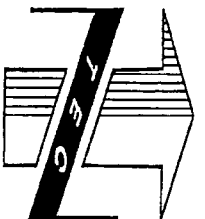
R E F E R E N C E S :

1) SURVEY FOR DES & SHERYL VERLEY
BY TENNESON ENG. CORP. WO#14321
RECORDED, JUNE 16, 2015
AFN. 2015001167

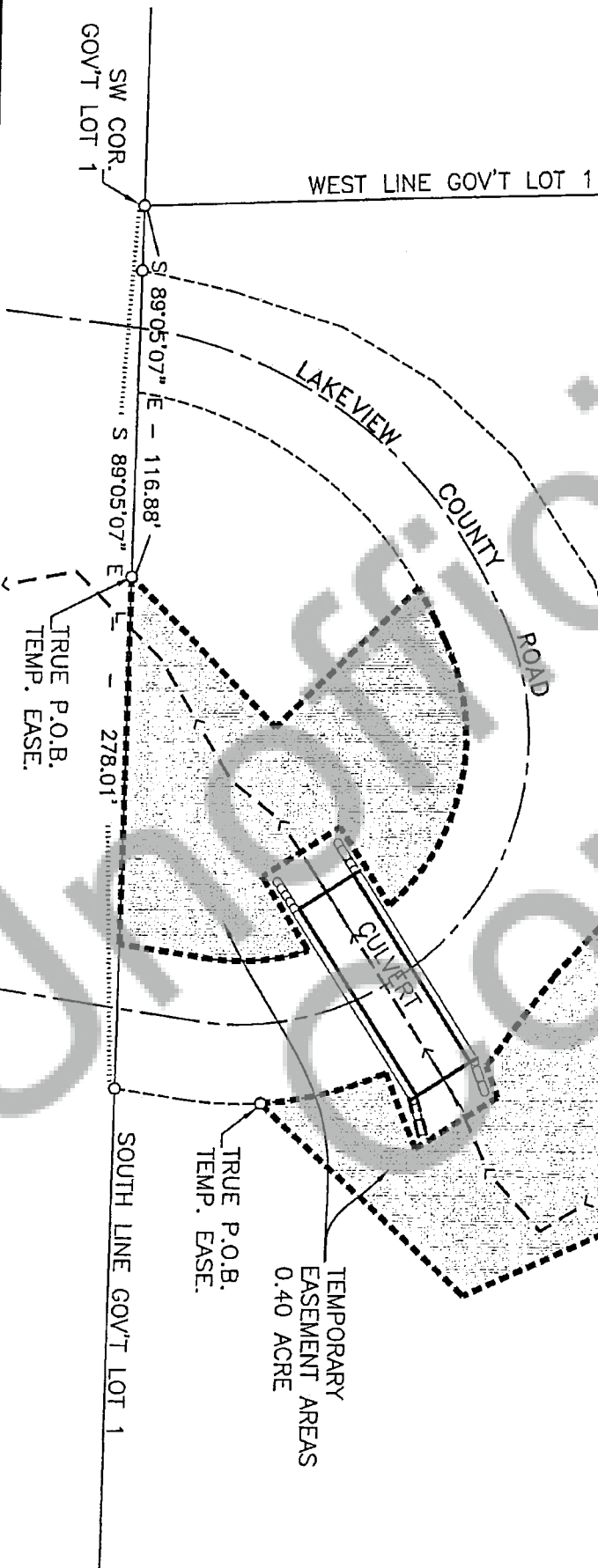
TAX PARCEL 03-10-0300-0-1-0600
(DEBO, LLC. AFN 2015001085)

GOV'T LOT 1

MILL CREEK



SCALE IN FEET



TENNESON ENGINEERING CORP.
CONSULTING ENGINEERS
3775 CRATES WAY
THE DALES, OREGON 97058
PH. 541-296-9177 FAX 541-296-6667

Survey	Calc.	App.
T.E.C.	D.O.E.	B.B.B.
Drawn	Date	Scale
S.D.H.	1/6/2016	1"=50'
Dwg. No.	Work Order No.	Sheet
14309_Ex	14309	1 of 1

**EXHIBIT MAP OF
TEMPORARY EASEMENT**

IN TAX PARCEL 03-10-0300-0-1-0600
IN GOV'T LOT 1, SECTION 3, TWP. 3 N., RANGE 10 E., W.M.
SKAMANIA COUNTY, WASHINGTON