

AFTER RECORDING MAIL TO:

Name Nancy Boucher - Elwood

Address 6444 NE Going ST

City / State / Zip Portland OR 97218

EASEMENT

Subject to the terms of the explanatory narrative below:


THE GRANTOR, Mildred J. Boucher, a widow, as owner of Lots 13 and 14 of Block 6 of the Townsite of Cooks as well as other parcels of land in said Cooks Townsite, Skamania County, Washington, hereby

Grants and conveys to

THE GRANTEES, Alan Triebold and Gayle P. Shallcross, husband and wife, as owners of Lots 19 and 20 of Block 6 of the Townsite of Cooks as well as other parcels of land in said Cooks Townsite Skamania County, Washington, their successors and assigns,

An Easement over the following described area as bounded by an existing fence and concrete curb as shown on the survey map attached:

The Westerly 7.5' of the North 43' of Lots 13 and 14 of Block 6 of the Townsite of Cooks, in the Northeast 1/4, Section 34, T3N, R9E, W.M, Skamania County, Washington.

Assessor's Property Tax Parcel / Account Numbers: 03-09-34-2-1-0401 00, 03-09-34-2-1-0200 00 

Explanatory Narrative:

The purpose of this easement is to allow for the continued existence of some fencing and the continued use of a small portion of ground inside the described fenced area by the Grantees for property owned by the Grantor. The encroaching fencing near the common boundary line was discovered in a recently required survey of the property owned by the Grantor as part of a boundary line adjustment action unrelated to the Grantee's property. As a result, Grantor is not requiring Grantee to move or remove their fencing but is instead granting this easement to allow that fencing to remain in place and the use of the unimproved ground inside that fencing by the Grantee to continue undisturbed.

The fencing may be maintained, repaired or replaced by the Grantee with similar materials as is currently located and so long as the fencing is in place, this easement shall also remain in place, in perpetuity. Grantee shall not build or place anything more permanent within the area of this easement nor improve the fencing in such a way as to further encroach into Grantor's property.

If the fence is removed by the Grantee or abandoned or falls into disrepair and is not replaced within a reasonable amount of time (180 days or less), Grantor shall have the right to fence the actual property line, according to the recorded referenced survey and this easement shall expire with the construction of such new fence. Survey map attached to this easement.

The Grantor does not now agree to quit claim, sell or otherwise convey the easement area to the Grantee. Grantee is not being given easement or permission to cross or otherwise access any other portion of Grantor's property by this instrument for any reason.

In witness whereof, the grantors have hereunto set their hand this 21 day
of December, 2016

Mildred J. Boucher, Nancy Boucher-Elwood as P.O.A.
GRANTOR: Mildred J. Boucher, (Nancy Boucher-Elwood, as Power Of Attorney)

STATE OF WASHINGTON }
County of Skamania } SS

On this 21 day of December, 2016, before me, personally appeared
Mildred J. Boucher, (Nancy Boucher-Elwood, as Power Of Attorney), personally known to
me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to this instrument, and acknowledged that he/she executed it as his/her free and
voluntary act for the uses and purposes therein mentioned.



Julie A. Andersen
Notary Public in and for the State of Washington,
Residing at Carson, WA
My appointment expires: June 17, 2018

