

WHEN RECORDED RETURN TO:

Isabel Allen-Gregory
42428 Dale Lane
Astoria, OR 97103

DOCUMENT TITLE(S)

Easement Agreement for Access Purposes (document is signed in counterparts)

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(S):

Dortha Kuskie

GRANTEE(S):

Isabel Allen-Gregory

BENEFICIARY:

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:
A PORTION OF SURVEY BK 3/PG105

TAX PARCEL NUMBER(S):
03 75 36 3 0 0400 00

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. The fee for non-standard processing is \$50.00.

Signature of Requesting Party

Return Address:

**EASEMENT AGREEMENT
FOR ACCESS PURPOSES**

7
Reference #

Kuskie: Dortha M. Kuskie

Allen: Isabel Allen-Gregory

Legal Description: a portion of Survey Bk 3/Pg105

Assessor's Property Tax Parcel: a portion of 03753630040000

DATE: January __, 2017

PARTIES: Dortha Kuskie
31 Kuskie St Jean Rd.
Stevenson, Washington 98648

("Kuskie")

Isabel Allen-Gregory (fka Isabel Allen)
42428 Dale Lane
Astoria, Oregon, 97103

("Allen-Gregory")

Section 1. Grant of Easements; Establishment of Right-of-Way

1.1 In consideration of \$1.00 and other valuable consideration, Kuskie hereby grants and conveys to Allen-Gregory a permanent easement for the purposes of ingress and egress, over, across, and through a twenty (20) foot wide tract of land, the center line of which is described as follows:

Beginning at a point on the Northerly right-of-way line of State Route 14 that is 10.00 feet West from the intersection of said Northerly right-of-way and the East line of that parcel conveyed to James R. Kuskie and Dortha M. Kuskie, Husband and Wife, by instrument recorded February 4, 1993 in Book 133, Page 287 Deed Records, Skamania

County, thence North 21°50'01" West 20 feet to the end of said easement.

1.2 Such easement and right-of-way may be used for vehicular and pedestrian ingress and egress purposes by the parties to this Agreement. Use of the right-of-way shall be on a continuous, nonexclusive, nonpriority basis, benefitting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, no party's rights hereunder shall lapse in the event of that party's failure to use the easement and right-of-way on a continuous basis.

1.3 The parties acknowledge that they share a road approach from their property lines across the Washington State Highway right of way to the shoulder of State Route 14 and acknowledge WAC 468-03-050 governs the use and maintenance of that access.

Section 2. Maintenance and Repair;

Allen-Gregory agrees to repair and maintain the gravel road subject to the easement and the highway approach in a reasonable condition that is acceptable to Kuskie.

Section 3. Condemnation; Dedication

In the event that the private roadway or any part thereof is taken by power of eminent domain, or is conveyed under threat of condemnation and such taking will render the private roadway unusable for normal, regular vehicular ingress and egress, this Agreement shall terminate. If such taking does not render the private roadway so unusable, the obligations of a party whose portion of the roadway is taken shall be abated to the extent of such taking, but this Agreement shall otherwise continue in full force and effect. Proceeds from any such condemnation shall belong exclusively to the fee title owner of the property so taken.

Section 4. Breach of Obligations

In the event either party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Washington law and those rights of cure and reimbursement specifically granted under this Agreement.

Section 6. Effect of the Agreement

The easement granted hereunder shall run with the land as to all property burdened and benefitted by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees, or beneficiaries under a deed of trust.

KUSKIE

ALLEN-GREGORY

Dortha Kuskie

Isabel Allen-Gregory
Isabel Allen-Gregory

STATE OF WASHINGTON)
) ss.
County of SKAMANIA)

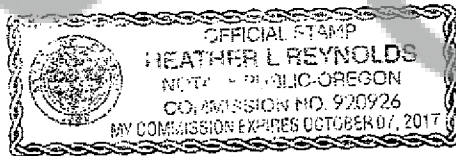
The foregoing instrument was acknowledged before me this _____ day of _____ by Dortha M. Kuskie

NOTARY PUBLIC FOR WASHINGTON

STATE OF OREGON)
) ss.
County of Clatsop)

The foregoing instrument was acknowledged before me this 3rd day of January 2017 by Isabel Allen-Gregory.

[Signature]
NOTARY PUBLIC FOR OREGON 10.7.2017



Return Address:

EASEMENT AGREEMENT FOR ACCESS PURPOSES

Reference #

Grantor: Dortha M. Kuskie

Grantee: Isabel Allen-Gregory

Legal Description: a portion of Survey Bk 3/Pg 105

Assessor's Property Tax Parcel: a portion of 03753630040000

DATE: January, 2017

PARTIES: Dortha Kuskie
31 Kuskie St Jean Rd.
Stevenson, Washington 98648

("Grantor")

Isabel Allen-Gregory (fka Isabel Allen)
42428 Dale Lane
Astoria, Oregon, 97103

("Grantee")

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GRANTOR

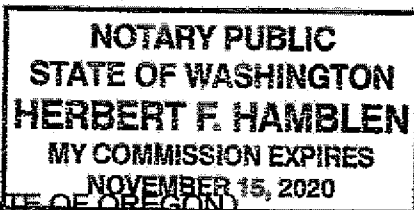
GRANTEE

X *Dortha Kuskie*
Dortha Kuskie

Isabel Allen-Gregory

STATE OF WASHINGTON)
County of SKAMANIA) ss.

The foregoing instrument was acknowledged before me this 3rd day of
JANUARY by Dortha M. Kuskie



STATE OF OREGON)
County of Clatsop) ss.

Herbert F. Hamblen
NOTARY PUBLIC FOR WASHINGTON
My Commission expires
NOV. 15, 2020 for Skamania County
State of Washington. H.F.H.

The foregoing instrument was acknowledged before me this _____ day of
_____ by Isabel Allen-Gregory.

NOTARY PUBLIC FOR OREGON