

Recording Requested By And
When Recorded Mail To:

Jesse D. Conway
Attorney at Law
1014 Franklin St., Ste. 106
Vancouver, WA 98660

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A
JUL 18 2017

PAID Return # 32614 dtd 7/18/17
by deputy
SKAMANIA COUNTY TREASURER

Grantors: David Rolf and Dondi Rolf, a married couple.

Grantee: Jason Darley and Melinda Darley, a married couple.

Tax Assessor's Parcel Number: 07063400021100
07063400021300 *jm 7/18/17*

Abbreviated Legal Description: LOT 4 SAUER & SORENSON SP BX 3/PG 378-9
LOT 3 OF THE AMANDA'S HIDEOUT S/P #200616176

612844068-KMJ

EASEMENT

THIS ACCESS EASEMENT AGREEMENT is made by and between David Rolf and Dondi Rolf, a married couple as Grantors and Jason Darley and Melinda Darley as Grantees.

RECITALS:

A. Grantors are the owners of real property ("Grantors' Parcel") commonly known as 281 Monarch Rd., Cougar, WA 98616, tax parcel number 07063400021100, and legally described as:

A Tract of land in Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 4 of the Sauer and Sorenson Short Plat, recorded in Book 3 of Shot Plats, Page 378, Skamania County Records

** this document was signed in
center part but is to record
as one **

EASEMENT - 1
July 7, 2017

B. Grantees are the owners of real property ("Grantees' Parcel") commonly known as 261 Monarch Rd., Cougar, WA 98616, tax parcel number 07063400021300 and legally described as:

A tract of land in Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 3 of the Amanda's Hideout Short Plat, recorded in Auditor File No. 2006161768, Skamania County Records.

C. Grantees' Parcel is adjacent to Grantors' Parcel. The parties recently discovered that the driveway to Grantees' Parcel crosses over Grantors' Parcel. This driveway is legally described in Exhibit A attached hereto. ("the Driveway Easement").

D. The parties to this agreement desire to create an easement for the benefit of Grantees' Parcel and to the burden of Grantors' Parcel over the Driveway Easement so Grantees may have access, ingress and egress to their parcel.

NOW THEREFORE, in consideration of the mutual agreements herein, the parties covenant and agree for themselves, and their heirs, successors and assigns as follows:

EASEMENT AGREEMENT

1. Easement. The Grantors hereby grant and convey, for good and sufficient consideration including \$1.00, the receipt of which is hereby acknowledged, to the Grantees, their heirs, successors and assigns, a permanent easement for access, ingress and egress over the Driveway Easement.

2. Maintenance. Grantees shall be responsible for the maintenance and costs associated with the Driveway Easement.

3. **Dispute Resolution.** If any dispute shall arise as to the parties' rights or obligations as to this easement agreement, said disputes shall be resolved by binding arbitration in Vancouver, Washington. The prevailing party shall be entitled to their costs and reasonable attorney fees.

4. **Terms.** The terms of the easements granted in this Agreement shall be perpetual.

5. **Covenants Running With The Land.** The restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successor, and assigns, including, but without limitation, all subsequent owners and all persons claiming under them.

6. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

7. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.


8. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Utility Easement on this 7 day
of ~~June~~ ^{July}, 2017.
JKD MD

Grantor: David Rolf

Grantor: Dondi Rolf



Grantee: Jason Darley



Grantee: Melinda Darley

IN WITNESS WHEREOF, the parties have executed this Utility Easement on this 26th day of June, 2017.

David Rolf
Grantor: David Rolf

Dondi Rolf
Grantor: Dondi Rolf

Grantee: Jason Darley

Grantee: Melinda Darley

STATE OF WASHINGTON)

: SS.

COUNTY OF CLARK)

On this day personally appeared before me **David Rolf and Dondi Rolf** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 ____ day of June, 2017.

NOTARY PUBLIC in and for the State of

Washington, residing at _____

My Commission expires: _____

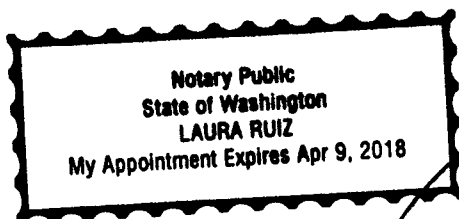
STATE OF WASHINGTON

: SS.

COUNTY OF CLARK

On this day personally appeared before me **Jason Darley and Melinda Darley** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me 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 7th day of June, 2017.



~~NOTARY PUBLIC~~ in and for the State of

Washington, residing at 1411 NW 1st St Battle Ground wa

My Commission expires: April 9 2018.

EASEMENT - 5
July 7, 2017

