

After recording, return to:

Rick Quillen & Mandy Honeyman
421 / 432 Nagel Road
Washougal
WA 98671

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A

MAR 18 2019

PAID

N/A
CA deputy
SKAMANIA COUNTY TREASURER

EASEMENT (and Maintenance Agreement)

Grantor(s): Rick Quillen & Mandy Honeyman

Grantee(s): Rick Quillen & Mandy Honeyman

Abbreviated Legal Description: Lots 1 & 2 SP 1-75

Assessor's Property Tax Parcels: 02051920050100 & 02051920050200

Rick Quillen & Mandy Honeyman, Grantor of this Easement, are the owners of the real property intended to be burdened by this Easement and located in Skamania County, Washington, which real property (the "Servient Estate") is legally described as:

Lot 2 of SP 1-75

Rick Quillen & Mandy Honeyman, Grantee of this Easement, are the owners of the real property intended to be burdened by this Easement and located in Skamania County, Washington, which real property (the "Dominant Estate") is legally described as:

Lot 1 of SP 1-75

For a valuable consideration, receipt of which is hereby acknowledge, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns as well as lessees and other invitees, perpetual easements for:

i) An easement for ingress, egress, and utilities, under over and across the east 45 feet, the continuation of the private Nagel Road, of that portion of the Servient Estate legally described as:

Lot 2 of SP 1-75

ii) use of and access to unnamed spring (Certificate number S2-23402C) and access to utilities ; across, over and upon that portion of the Servient Estate legally described as:

Lot 2 of SP 1-75

The use of the Easements shall be exclusive to Grantee, Grantee's successors in interest and assigns, and lessees and invitees. Grantor shall make no use of the land occupied by this Easements that would unreasonably interfere with Grantee's use thereof for the purposes described above. If Grantee must construct improvements on the Easements to allow for use and enjoyment for the purposes described above, Grantee shall return any portion of the Servient Estate that is damaged during construction to substantially the same condition it was prior to the damage. Grantee agrees to save and hold Grantor harmless from any and all claims of third parties arising for Grantee's use of the rights herein granted.

Maintenance and repair of any improvements constructed on the Easement to allow the use and enjoyment thereof for the purposes described above shall be the responsibility shared equally by Grantor and Grantee.

Maintenance shall consist of regular testing of water, heating of pumps, pump repair, repair and maintenance of spring house. Repair and maintenance of roadway. Repair of supply lines to each Lot shall be the responsibility of the respective Lot owners, access to lines for Lot 1 will never be withheld.

If either Grantor or Grantee causes any damage to the Easements because of negligence or abnormal use, that party agrees to repair the damage at that party's sole expense.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof. In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument.

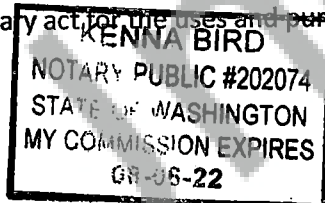
DATED 3/18/2019

GRANTOR Rick Quillen & Mandy Honeyman

[Signature]

STATE OF WASHINGTON, County of Skamania.

I certify that I know or have satisfactory evidence that Rick Quillen is the individual who appeared before me, and who acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Notary Public for Washington

[Signature]

My appointment expires 08-06-22

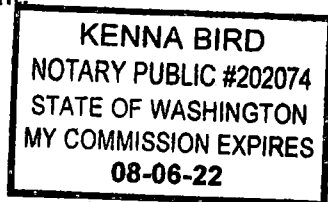
DATED 3/18/2019

GRANTEE Rick Quillen & Mandy Honeyman

[Signature]

STATE OF WASHINGTON, County of Skamania.

I certify that I know or have satisfactory evidence that Rick Quillen & Mandy Honeyman are the individuals who appeared before me, and who acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Notary Public for Washington

[Signature]

My appointment expires 08-06-22