

AFTER RECORDING, MAIL TO:  
Garry W. Kyle  
2500 Scenic Dr.  
Flower Mound, Texas 75022

Skamania County, WA  
Total: \$104.50  
EASE  
Pgs=2  
11/20/2019 12:12 PM  
Request of: CLARK COUNTY TITLE



SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX  
NA  
NOV 20 2019

PAID NA  
by deposit  
SKAMANIA COUNTY TREASURER

**EASEMENT TO ACCESS PUBLIC POWER AND ROAD FOR WATER WELL DEVELOPMENT ON NEIGHBOR PARCEL**

All subject parcels being located in the southeast quarter of Section 22, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington state,

the Grantor, Eric L. Eubank, owner of Parcel # 03082240010000, and any successors or assigns,

hereby consents and conveys in this Easement to the Grantees,  
Garry W. Kyle, owner of Parcel # 03082240180200, and  
Garry W. Kyle, owner of Parcel # 03082240180300, and respective successors or assigns of these parcels,

the right to travel through a limited section of Grantor parcel in order to develop and maintain the Grantees' existing deeded off-parcel water well described below, and the right to install a permanent electric line and equipment across and upon a strip of Grantors' parcel as described below to power a pump for water supply for a residence on each Grantee parcel.

SAID WATER WELL IDENTIFIED AS # BKZ-924 by Washington Dept. of Ecology on the wellhead and in its records, located approximately 220 feet to the east of the western border of the eastern half of the southeast quarter of Section 22 and approximately 350 feet to the south of the northern boundary of the southeast quarter of said Section 22.

SAID EASEMENT FOR ELECTRIC LINE related to said well shall be twenty (20) feet in width and shall extend on, over, across, and underneath Grantor's strip of land, originating from the eastern edge of the cul-de-sac termination of Kelly Henke Rd. (the cul-de-sac area itself having been conveyed to Skamania County on an instrument recorded in Book 82, Page 620, Skamania County Records), and running due eastward approximately thirty-eight (38) feet to terminate at Grantor parcel's eastern boundary (shared with Parcel # 03082240180100 to which is affixed a separate easement related to Grantee's water well). The electric line allowed and described herein, which shall be buried as it enters Grantor's parcel from said eastern neighboring parcel, shall transition to an above-ground line including necessary transforming equipment within the area of this Easement, in a manner that conforms to applicable standards and regulations, to connect to and draw from the power utility pole at the southeast edge of the cul-de-sac termination of Kelly Henke Rd. Where said Easement shall run with existing gravel approach and fire-road, it shall be located alongside the fire-road so as to not restrict emergency vehicles from using said fire-road. As such, additional tree-clearing and/or grading for electric line may be required, shall be as minimal as necessary and in collaboration with Grantor, and shall be at Grantee's expense and liability. It is Grantees' sole responsibility to ensure that all such development conforms to processes and specifications set by local applicable building/development regulations. Grantee(s) shall consult with Grantor at each step of development to ensure reasonable visual subordination of development/equipment to the natural scenery, including but not limited to using earth-tone-colored materials where applicable, making disturbed areas no larger than necessary to supply power to water well, and using vegetation to screen developments/equipment. With respect to developing said domestic water

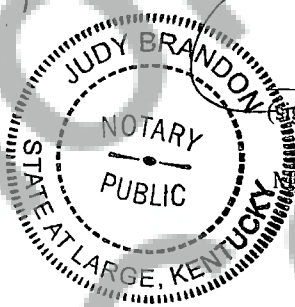
system including power line, Grantee shall be solely responsible for obtaining permission/permits necessary for such and for reasonably addressing any surface water issues or mitigation needs created by such development in accordance with local standards. Grantor's enjoyment and use of area of Easement shall endure, provided such use does not violate other provisions noted herein. Should the distance between the northernmost edge of said gravel approach eastward from said cul-de-sac and said power pole at the southeast edge of said cul-de-sac exceed twenty (20) feet at any point, this Easement shall be construed to include such extended width, so as to not dis-allow Grantee's connection to said power pole.

MAINTENANCE AND REPAIR OF WELL SYSTEM INCLUDING ELECTRIC LINES shall be solely the responsibility of and at the expense of Grantees, individually and collectively, and said developments shall be the Grantees' liability solely. Grantee may at any reasonable time and with cause walk onto the Easement area to inspect said equipment related to powering said well, provided notice is given to Grantor in writing (email or text message) prior to access. Grantee may bring construction/repair vehicles and equipment upon and through the Easement area at reasonable times for scheduled repairs/maintenance of well system, provided 72 hours written notice is given to Grantors, and with immediate written or telephone notice in case of documented emergency damage or malfunction to well/water system. If necessary due to malfunctions or diagnosed damage of the Grantee's well system within this Easement, Grantee shall have the right to excavate and replace any or all of the lines or equipment within the Easement according to the same provisions above.

Dated: November 11, 2019 Grantor Signature: [Signature]

State of Kentucky; County of McCracken

Signed before me on (date) Nov. 11, 2019 by (name) Eric L. Eubank  
(stamp)



[Signature]  
(Signature of notary public)  
My commission expires: (date) Nov. 29, 2020