



WHEN RECORDED RETURN TO:

David Bennett

PO Box 998

Stevenson, WA 98648

DOCUMENT TITLE(S)

Easement Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

[ ] Additional numbers on page \_\_\_\_\_ of document.

GRANTOR(S):

Gorge Homes LLC

[ ] Additional names on page \_\_\_\_\_ of document.

GRANTEE(S):

Lamplight Capital's Asset Management LLC

[ ] Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lots 3, 20 & 21 Hidden Ridge Subdivision

[ ] Complete legal on page \_\_\_\_\_ of document.

TAX PARCEL NUMBER(S):

03073544100300, 03073544102000

03073544102100

[ ] Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

NA

MAY 5 2020

NA

PAID

SKAMANIA COUNTY TREASURER

LPB 01-05

After recording mail  
to:  
David Bennett  
PO Box 998  
Stevenson, WA 98648

## EASEMENT AGREEMENT

This agreement made and entered into this 20th day of April, 2020 between Gorge Homes LLC ("Grantor"), and Lamplight Capital & Asset Management LLC, hereafter ("Grantee")

### RECITAL

1. Grantor is the owner of the real property known as Lot 21 of the Hidden Ridge Subdivision to be recorded in the County of Skamania, State of Washington, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Gorge Homes Property").
2. Grantee is the owner of the real property known as Lots 3 & 20 of the Hidden Ridge Subdivision to be recorded in the County of Skamania, State of Washington as more particularly described in Exhibit "B" attached hereto and by this reference made a part hereto (the "Lamplight Property").
3. Grantor hereby grants to Grantee a non exclusive easement (the "Easement") across Lot 21 of the Gorge Homes Property for road and utility purposes benefitting Lots 3 & 20 of the Lamplight Property. Said Easement is for the purpose of providing ingress and egress across Lot 21 of the Gorge Homes Property to the owners of Lots 3 & 20 of the Lamplight Property, their employees, customers and invitees, and for the construction, reconstruction, replacement, repair, operation and maintenance of utility liens, together with appurtenant facilities and fixtures for use in connection therewith, and for the transmission and distribution of utilities through, across and beyond the Gorge Homes Property, and for all other purposes in connection therewith. Said easement is more particularly described as follows: "an easement for road and utility purposes within a tract of land in the Southeast Quarter of Section 35, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows;

A parcel of land beginning at a point 10 feet easterly of the SW corner of lot 21 on Curve noted as C28, thence 7 feet easterly on curve noted as C28, thence extending northwesterly to a point on the westerly boundary line S 36 07' 39" E that is 54 feet northerly of the SW corner of lot 21

As depicted on Exhibit "C" attached.

WITNESSETH:

1. The duration of said non exclusive Easement shall be perpetual and said non exclusive Easement shall be a burden on and run with the land.
2. Grantor and Grantee further agree, for themselves, their respective heirs, personal representatives, successors and assigns; that the maintenance of the non exclusive roadway Easement shall be the sole responsibility of Grantee.
3. Each of the parties hereto hereby agrees to indemnify and hold each other harmless from any personal injury or property damage arising from, out of or in any manner connected with the use of the Easement by the indemnifying party, its employees, agents and invitees.
4. This agreement shall bind and insure to the benefit of, as such circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest as well.
5. NO parking shall be permitted in the Easement. No fence, gate, or other barrier shall be erected within the Easement. Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs or other vegetation on, or adjacent to the Easement whenever, in Grantee's sole judgement, the same may be necessary for the safe and convenient exercise of the rights granted herein.
6. The parties hereto may amend, modify or supplement this agreement only in writing duly executed by all parties hereto and recorded in the County of Skamania, State of Washington.

[Signature Page Follows]

Exhibit A  
Legal Description of Gorge Homes Property

Lot 21 of HIDDEN RIDGE SUBDIVISION, according to the recorded Plat thereof, recorded in Auditor's File Number 2018000254, in the County of Skamania, State of Washington.

JS 5/6/20

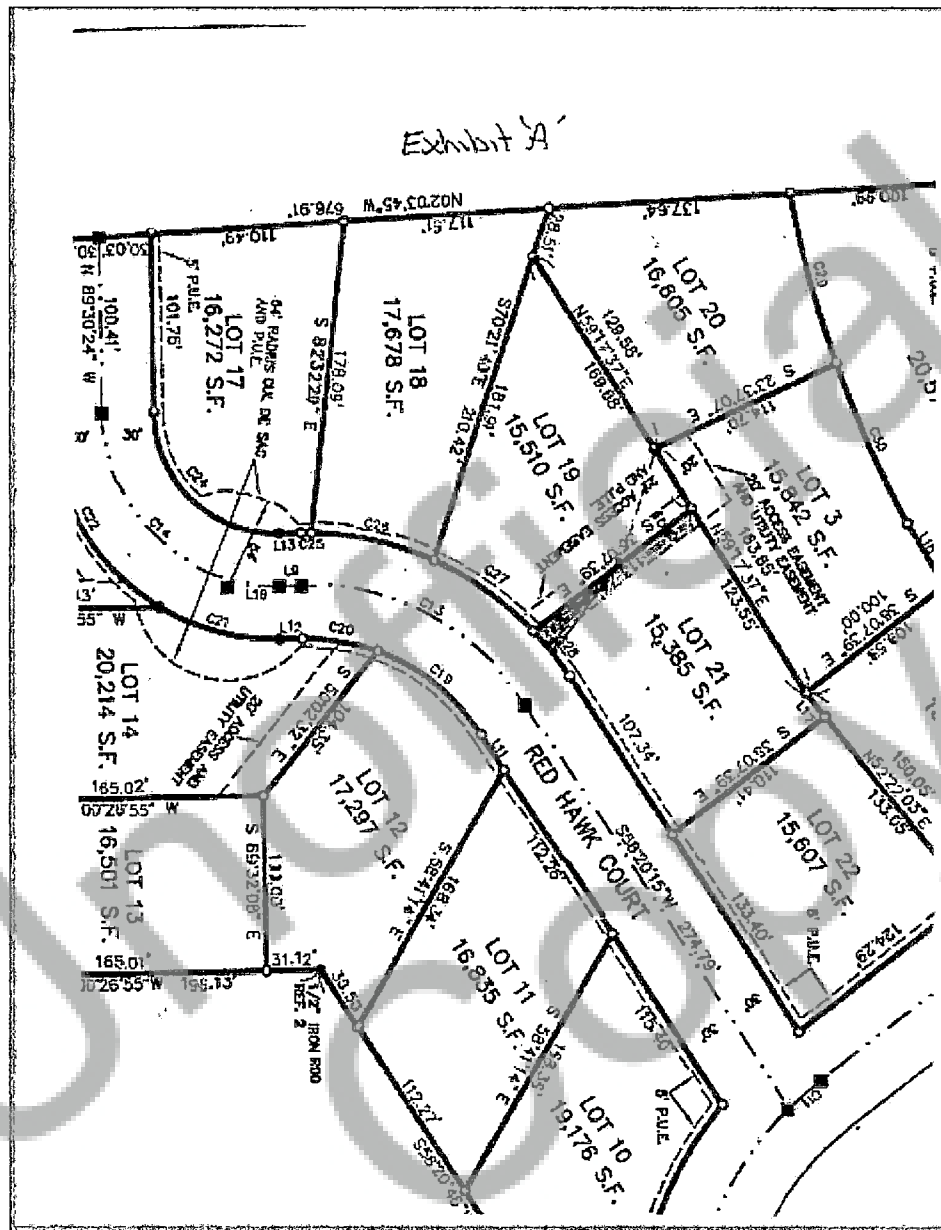
Unofficial  
Copy

Exhibit B  
Legal Description of Lamplight Property

Lots 3 and 20 of HIDDEN RIDGE SUBDIVISION, according to the recorded Plat thereof, recorded in Auditor's File Number 2018000254, in the County of Skamania, State of Washington.

Unofficial  
Copy

### Depiction of Easement



In WITNESS WHEREOF, the said parties have signed this agreement the day and year first mentioned.

Gorge Homes LLC

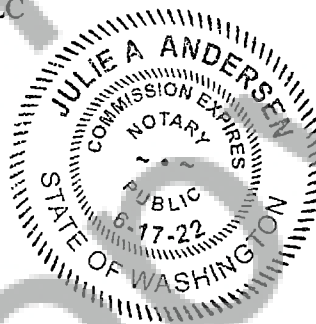
by: [Signature] Member

STATE WASHINGTON  
County of Skamania

The following instrument was acknowledged before me the ZZ day of April, 2020

by Brian McEnzie Member of Gorge Homes LLC

[Signature]  
Julie A Andersen  
Notary Public of Washington  
My Commission expires: June 17, 2022



Lamplight Capital & Asset Management LLC

by: [Signature]  
Name: CHAD BOTKIN  
Title: PRESIDENT - REAL ESTATE

STATE OF TEXAS  
County of Harris Fort Bend

The following instrument was acknowledged before me this 30 day of April 2020

by Chad Botkin, the President of Lamplight Capital & Asset Management LLC

Notary Public of Texas  
My Commission expires: 8-23-2022

State of: Texas	County of: Fort Bend
On this <u>30</u> Day of <u>April</u> , 20 <u>20</u> , before me, the undersigned Notary Public, personally appeared <u>Chad Botkin</u>	
proved through satisfactory evidence of Identification, which were <u>EX-06</u> , to be the person whose name is signed on the preceding or attached document and acknowledged	
<u>[Signature]</u> Notary Public	
Commission expires: <u>8-23-2022</u>	

