

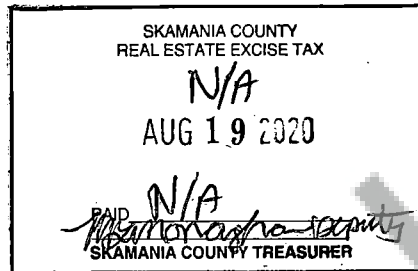


After recording, return to (Name, Address, Zip):

Jerry Dee Waters

14954 Eagle Ridge Drive

Forest Ranch, CA 95942



EASEMENT (and Maintenance Agreement)

Grantor(s): Jerry Dee Waters

Grantee(s): James Robert Kean

Abbreviated Legal Description: Lot 10 Edgewater Properties

Assessor's Property Tax Parcel or Account No: 04-07-23-3-4-0606-00

Reference No(s) of Documents Assigned or Released: Exhibit(s) A, B - attached.

Jerry Dee Waters, a single man

Grantor of this Easement, is the owner 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 10, Edgewater Properties, according to the recorded plat thereof, recorded in Book 'A' of Plats, Page 119, County of Skamania, State of Washington.

Skamania County Assessor

G.S.

Date 8/19/20 Parcel# 4-7-23-3-4-606

James Robert Kean, a married man as his separate estate

Grantee of this Easement, is the owner of the real property intended to be benefited by this Easement and located in Skamania County, Washington, which real property (the "Dominant Estate") is legally described as:

Lot 11, Edgewater Properties, according to the recorded plat thereof recorded in Book A of Plats, Page 119 in the County of Skamania, State of Washington.

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns as well as lessees and other invitees, a perpetual easement for (check all that apply): ☒ ingress and egress; ☐ utilities; ☒ other (describe)

; across, over and upon that portion of the Servient Estate legally described as:

Easement for ingress, egress, beginning 75ft. from the NW corner of Lot 10 going northwesterly along the West property line of Lot 10 to the NW corner of the Lot 10 and the SW corner of Lot 11 no more than 25 feet wide and described within Exhibit(s) A, B

The use of the Easement shall be ☐ exclusive to Grantee, Grantee's successors in interest and assigns, and lessees and invitees ☒ nonexclusive, and the Easement will also be used by Grantor and/or others (indicate which). Grantor shall make no use of the land occupied by this Easement that would unreasonably interfere with Grantee's use thereof for the purposes described above. If Grantee must construct improvements on the Easement to allow for

(OVER)



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 in prior to the damage. Grantee agrees to save and hold Grantor harmless from any and all claims of third parties arising from 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 of ☒ Grantee ☐ Grantor ☐ shared equally by Grantor and Grantee ☐ other (describe) _____

_____ (indicate which).
Maintenance shall consist of surface care and snow removal.

If either Grantor or Grantee causes any damage to the Easement 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. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

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

DATED 6-17-2020 [Signature]
GRANTOR

Alouse certificate *

STATE OF WASHINGTON, County of _____) ss.

I certify that I know or have satisfactory evidence that _____
_____ is/are the individual(s) who appeared before me, and who
acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act
for the uses and purposes mentioned in the instrument.

Notary Public for Washington

My appointment expires _____

DATED _____
GRANTEE

STATE OF WASHINGTON, County of _____) ss.

I certify that I know or have satisfactory evidence that _____
_____ is/are the individual(s) who appeared before me, and who
acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act
for the uses and purposes mentioned in the instrument.

Notary Public for Washington

My appointment expires _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

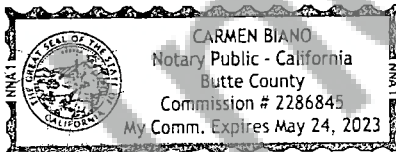
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Butte }

On 6-17-2020 before me, Carmen Bianco, Notary Public,
personally appeared Dr. Terry Waters

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE Carmen Bianco

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document:

Assignment Agreement

Document Date: 6-17-2020 Number of Pages: _____

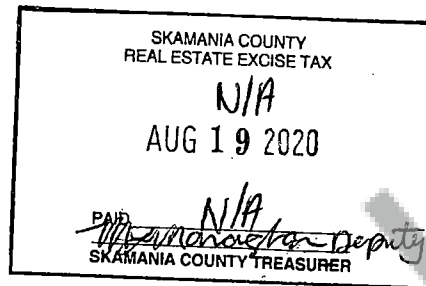
Signer(s) Other than Named Above: None

After recording, return to (Name, Address, Zip):

Jerry Dee Waters

14954 Eagle Ridge Drive

Forest Ranch, CA 95942



EASEMENT (and Maintenance Agreement)

Grantor(s): Jerry Dee Waters

Grantee(s): James Robert Kean

Abbreviated Legal Description: Lot 10 Edgewater Properties

Assessor's Property Tax Parcel or Account No: 04-07-23-3-4-0606-00

Reference No(s) of Documents Assigned or Released: Ref No 1 - Book 190 Page 981

Jerry Dee Waters, a single man

Grantor of this Easement, is the owner 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 10, Edgewater Properties, according to the recorded plat thereof, recorded in Book 'A' of Plats, Page 119, County of Skamania, State of Washington.

Skamania County Assessor

Date 8/19/20 Parcel# 4-7-23-3-4-606

James Robert Kean, a married man as his separate estate

Grantee of this Easement, is the owner of the real property intended to be benefited by this Easement and located in Skamania

County, Washington, which real property (the "Dominant Estate") is legally described as: Lot 11, Edgewater Properties according to the recorded plat thereof recorded in Book A of Plats, Page 119 in the County of Skamania, State of Washington.

For a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee, and Grantee's successors and assigns as well as lessees and other invitees, a perpetual easement for (check all that apply): ☒ ingress and egress; ☐ utilities; ☐ other (describe)

Easement for ingress, egress, and utilities beginning 75 ft. from the NW corner of Lot 10 going northwesterly along the West property line of Lot 10 to the N W corner of the Lot 10 and the SW corner of Lot 11 no more than 25 feet wide.

The use of the Easement shall be ☐ exclusive to Grantee, Grantee's successors in interest and assigns, and lessees and invitees ☒ nonexclusive, and the Easement will also be used by Grantor and/or others (indicate which). Grantor shall make no use of the land occupied by this Easement that would unreasonably interfere with Grantee's use thereof for the purposes described above. If Grantee must construct improvements on the Easement to allow for

(OVER)



Form No. F1 - Easement

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NO PART OF ANY WASHINGTON LEGAL BLANK FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

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 in prior to the damage. Grantee agrees to save and hold Grantor harmless from any and all claims of third parties arising from 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 of ☒ Grantee ☐ Grantor ☐ shared equally by Grantor and Grantee ☐ other (describe) _____

_____ (indicate which).
Maintenance shall consist of surface care and snow removal.

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

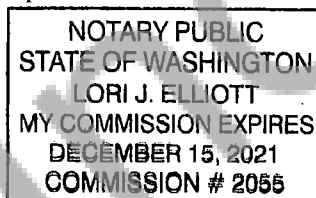
The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof. In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

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

DATED 8-12-2020 _____
James Robert Kean
GRANTOR

STATE OF WASHINGTON, County of Washington - Skamania ss.

I certify that I know or have satisfactory evidence that James Robert Kean
is/are the individual(s) who appeared before me, and who
acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act
for the uses and purposes mentioned in the instrument.



Lori J. Elliott
Notary Public for Washington
My appointment expires Dec. 15, 2021

DATED _____
GRANTEE

STATE OF WASHINGTON, County of _____) ss.

I certify that I know or have satisfactory evidence that _____
is/are the individual(s) who appeared before me, and who
acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act
for the uses and purposes mentioned in the instrument.

Notary Public for Washington
My appointment expires _____

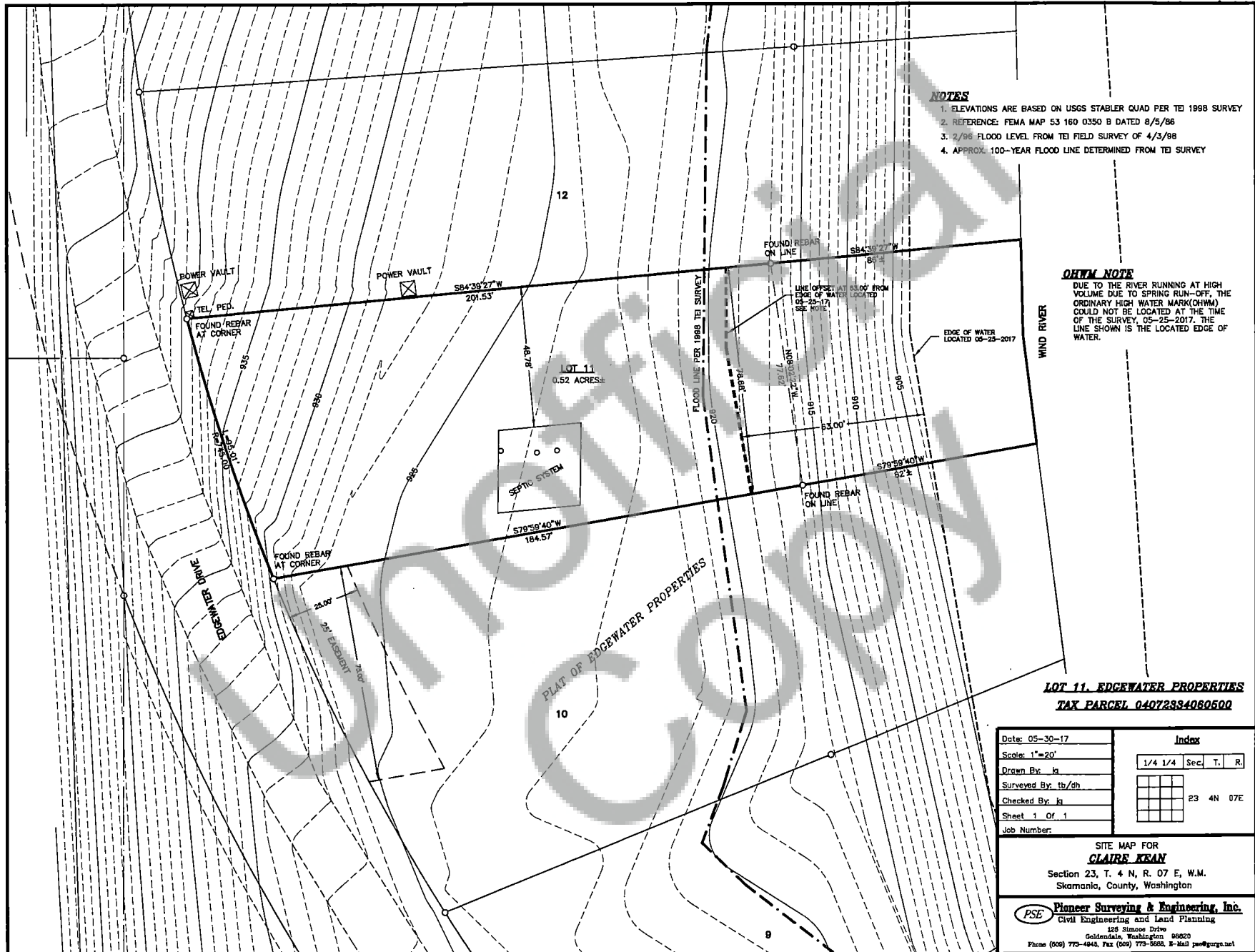


Exhibit B - Lot 11, Sale
Agreement with easement
description 1999.

INCLUDING EASEMENT FOR INGRESS, EGRESS AND UTILITIES IF
NEEDED. BEGINNING 75 FT. FROM THE NW CORNER OF LOT 10 GOING
NORTHWESTERLY ALONG THE W PROPERTY LINE OF LOT 10 TO THE NW
CORNER OF LOT 10 AND THE SW CORNER OF LOT 11 NO MORE THAN 25
FT. WIDE.

1/13 OF (WELL PARCEL) THAT PORTION OF LOT 2, PLAT OF
EDGEWATER PROPERTIES, FILED IN BOOK A, PAGE 119, RECORDS OF
SKAMANIA COUNTY, WA. LOCATED IN THE SW 1/4 OF SECTION 23, T
4N, R 7 E, WM & BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE SE CORNER OF SAID LOT 2; THENCE S56°54'11"W
110.00'; THENCE N33°21'W 25.00'; THENCE N56°11'E 110.00' TO
THE WEST MARGIN OF EDGEWATER DRIVE; THENCE S33°51'17" E
25.00' TO THE POINT OF BEGINNING.
(TO BE USED FOR EDGEWATER PROPERTIES WATER SYSTEM ONLY; NOT A
LEGAL BUILDING LOT) TOGETHER WITH 1/13 OF THE DECLARATION AND
AGREEMENT OF RESTRICTIVE COVENANTS AND ASSESSMENTS RE:
EDGEWATER WATER SYSTEM ASSOCIATION; AS RECORDED JULY 18TH,
1997, IN BOOK 167, PAGES 314-326.