

Maple Hill Forest Products, LLC
d/b/a Maple Hill Lodge
P.O. Box 657
Hood River, OR 97031

EASEMENT AGREEMENT

SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2

MAPLE HILL FOREST PRODUCTS, LLC d/b/a MAPLE HILL LODGE

SE 1/4 NW 1/4 SECT. 25, TOWNSHIP 3 NORTH, RANGE 7 EAST

PARCEL NUMBER(S): 03-07-25-20-0116-00; 03-07-25-20-0123-00

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.

PAID \$25.25
M. Menaghan Deputy
SKAMANIA COUNTY TREASURER

RECITALS

WHEREAS, the Grantor is the owner of real property located in Skamania County, Washington, commonly known as 2021 Loop Rd., Stevenson, Washington 98648, **Parcel No. 03-07-25-20-0116-00** and legally described on **Exhibit A** (Grantor's Property):

WHEREAS, the Grantee is the owner of real property located in Skamania County, Washington, commonly known as **Tax Parcel No. 03-07-25-20-0123-00** and legally described as LOT 4 of the L'HOMMEDIEU SHORT PLAT recorded in Book 3 of Short Plats at page 315, Skamania County Records (Grantee's Property);

WHEREAS, the Grantor wishes to grant the Grantee a 20-foot wide non-exclusive access easement across the Grantor's property for the benefit of the Grantee's property as shown on the Bell Design Survey recorded with Skamania County Auditor on February 23, 1999 in Book 1 of Boundary Line Adjustments at Page 8. *See attached Exhibit B.*

EASEMENT GRANT & AGREEMENT

NOW, THEREFORE, and for good and valuable consideration, including mutual satisfaction of the following conditions, settlement of a property dispute and the payment of one-thousand and five hundred dollars (\$1,500.00), the Grantor hereby grants and conveys to the Grantee, its successors, heirs and assigns a perpetual, non-exclusive 20-foot wide access easement for ingress and egress as shown on, and across that portion of the Grantor's Property described in, the Bell Design Survey recorded with Skamania County Auditor on February 23, 1999 in Book 1 of Boundary Line Adjustments at Page 8. *See shaded rectangle on Exhibit B ("Easement Area.")*

The parties to this Agreement intend to create a non-exclusive access Easement for the benefit of Grantee's property. This Easement shall run with the land and this Agreement shall be binding upon, and inure to the benefit, of the Grantor and Grantee, their successors, heirs and assigns forever.

The Grantee shall be responsible for ensuring that sufficient ditches are maintained so as to limit surface water drainage from the road onto Grantor's property. Grantee shall further be responsible for any damage caused to the road, including any damage caused by any logging or other activities, and shall restore the road to at least as good a condition as existed prior to the initiation of such party's logging or other activities. All users of the road shall be responsible for their fair share of maintenance.

The Grantee shall indemnify, defend and hold the Grantor harmless from and against all claims, liens, causes of action, losses, costs, expenses and liabilities arising from (i) the failure of the indemnifying party to observe any obligation hereunder, or (ii) use by the indemnifying party or its occupants, permittees, invitees or agents of the Easement.

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In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred at trial. The term "action" includes actions commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The term "costs" includes deposition costs, witness fees, and other reasonable expenses.

This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the matters set forth herein.

Executed to be effective as of the 24 day of September, 2020.

GRANTOR:

Robert W Fair Jr

GRANTEE:

[Signature]

*** NOTARY BLOCK ON FOLLOWING PAGE ***

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Robert W Farris Jr. is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the appointed Fire Chief and agent of **SKAMANIA COUNTY FIRE PROTECTION DISTRICT NO. 2**, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 24, 2020.



Mary E. Corey
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson, WA
My appointment expires: 9-19-2022

EXHIBIT A

(Legal Description for Grantor's Property—Parcel No. 03-07-25-20-0116-00)

A tract of land located in the Southeast quarter of the Northwest quarter of Section 25, Township 3 North, Range 7 East, Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of a tract of land conveyed to R. Wilkie as described in deed recorded in Book 52 of Deeds at page 59, records of Skamania County, Washington; thence North 89° 43' 35" West a distance of 76.90 feet; thence North 4° 32' 45" a distance of 50.18 feet; thence South 89° 43' 35" East to the westerly right of way line of Loop Road, a distance of 265.59 feet more or less; thence southerly along said westerly right of way line to the north right of way line of Stewart Drive; thence westerly along said north right of way line of Stewart Drive to the east line of said R. Wilkie tract; thence North 0° 24' 00" East along said east line a distance of 260 feet more or less to the point of beginning.

Commonly known as "2021 Loop Road, Stevenson, Washington, 98648."

(Boundary Line Adjustment & Easement Area)

