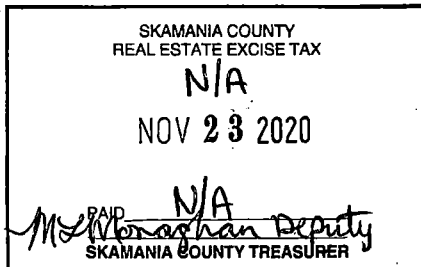




**AFTER RECORDING MAIL TO::**

John Gallagher  
12 Ericson View  
Underwood, WA 98651



**GRANT OF EASEMENT AND REVOCABLE LICENSE**

**GRANTORS: MATTHEW J. RYAN and GLENDA M. RYAN**

**GRANTEE: JOHN GALLAGHER**

**ABBREVIATED LEGAL DESCRIPTIONS:**

Portion Lot 13, Seeley's Subdivision, BK A, PG 32, Ptn. Sec. 19, T3N, R10E  
W.M.

Assessor's Tax Parcel Nos. 03101943010000 *LM 11/23/2020*

THIS GRANT OF EASEMENT AND REVOCABLE LICENSE is entered into and granted as of the 20 day of November, 2020, by and between MATTHEW J. RYAN and GLENDA M. RYAN, husband and wife ("Grantors") and JOHN GALLAGHER, ("Grantee").

WHEREAS, Grantors are the owners of the "Grantors' Property" parcel described in Exhibit A, attached hereto, in Skamania County, Washington; and

WHEREAS, Grantee is the owner of the "Grantee's Property" parcel adjacent to Grantors' Property, described as Lot 3 of Ericson View Tracts, Assessor's Tax Parcel No. 03101943020000; and

WHEREAS, Grantors wish to grant certain easements to Grantee and also to grant to Grantee a revocable license for their use of certain portions of Grantors' Property, all on the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Grantors hereby grant to Grantee a non-exclusive easement for landscaping use on Grantors' Property in the area described on Exhibit B, attached hereto/incorporated herein. Grantors grant to Grantee a perpetual, non-exclusive easement for the installation, replacement and maintenance of landscaping within the Easement Area. The landscaping shall be installed by Grantee and maintained by Grantee or his successors and assigns at all times according to the following standards:

A. All landscaping shall be plants, shrubs, ground covers, small trees and similar vegetation, together with accessory planter borders, materials, mulches and the like, all of which shall be non-permanent in nature.

B. No man-made structures shall be installed except as provided below in Paragraph 2, or as otherwise expressly approved by Grantors in writing.

C. Grantee shall maintain the landscaping in a state that is neat, orderly, regularly watered and that will not create fire fuel or a fire hazard. Diseased or dead plants shall be removed and replaced promptly.

D. The landscaping in the Easement Area shall be maintained in compliance with applicable state and local laws at all times.

2. Grantors also hereby grant to Grantee a revocable license to install a wood privacy fence on the Easement Area. The fence may not exceed 7.5 feet in height and must be approved in writing by Grantors as to material and color prior to construction. Grantee acknowledges and agrees that any fence presently in the Easement Area was constructed by and is owned by Grantors. Grantee may remove and replace the fence in the Easement Area, subject to the above. Grantors may, upon providing Grantee 60 days' notice, require the fence or fences to be removed.

3. The easements, restrictions, benefits and obligations created hereunder shall run with the land and shall be binding upon and run for the benefit or burden, as the case may be, of the owners of all or any portion of Grantors' Property and Grantee's Property, their heirs, administrators, personal representatives, successors and assigns, and all persons and parties claiming by or through any of them in perpetuity.

4. Grantee and his successors and assigns hereby agrees to defend, indemnify and hold Grantors and their successors and assigns harmless from any claims relating to Grantee's use of the Easement Area or the license area, including the use of either by any licensees or invitees of any person owning or renting Grantee's Property.

4. This Grant of Easement and Revocable License is granted subject to all reservations, restrictions, covenants and agreements of record as of the date hereof, as well as all applicable laws, rules and regulations. This agreement may not be altered or amended, and no right of Grantors under this agreement may be waived, except in a written instrument signed by all parties.

IN WITNESS WHEREOF, this Easement and Revocable License has been duly executed as of the date first set forth above.

**WAC 458-61A-111: This is a grant of easement given without valuable consideration and not a taxable sale; no excise tax affidavit is required.**

**GRANTORS:**

MATTHEW J. RYAN

Matthew J Ryan

GLENDA M. RYAN

Glenda M Ryan

**GRANTEE:**

JOHN GALLAGHER

John Gallagher

STATE OF WASHINGTON

)

) ss.

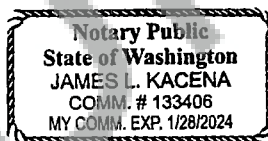
County of Klickitat

)

On this day, personally appeared before me Matthew J. Ryan and Glenda M. Ryan, to me known to be the persons that executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: November 20 2020.



James L. Kacena  
NOTARY PUBLIC for the State of Washington, Residing in  
the County of Klickitat  
My Commission Expires: 1/28/2024

STATE OF WASHINGTON

)

) ss.

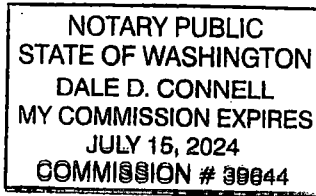
County of Klickitat


)

On this day, personally appeared before me John Gallagher, to me known to be the person that executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: 11/20, 2020.



  
NOTARY PUBLIC for the State of Washington, Residing in  
the County of Klickitat  
My Commission Expires: July 15, 2024

Unofficial Copy

EXHIBIT "A"

Legal Description of Grantors' Property

That portion of Lot 13, SEELEY SUBDIVISION, according to the Plat thereof recorded in Book A of Plats, Page 32, that is in the Southwest quarter of Section 19, Township 3 North, Range 10 East, of the Willamette Meridian, County of Skamania, State of Washington. - - -

EXCEPTING therefrom all that portion lying within the ERICSON VIEW LOTS SUBDIVISION, recorded in Book A of Plats, Page 117. ALSO EXCEPT that portion conveyed March 17, 1972, in Book 63, Page 896, Skamania County Deed Records. - - -

## EXHIBIT B

### Legal Description of Easement Area

**A tract of land located in the Southwest quarter of Section 19, Township 3 North, Range 10 East of the Willamette Meridian, County of Skamania, State of Washington, more particularly described as follows:**

**Beginning** at the Northwest corner of Lot 3 of Ericson View Tracts, according to the plat thereof on file and recorded on Page 116 of Book "A" of Plats, Records of Skamania County, Washington, and more particularly described as follows:

thence South 08°21'00" West, 110.00 feet, along the West line of said Lot 3, to the Southwest corner thereof; thence North 81°39'00" West, 8.62 feet, along the Westerly projection of the South line of said Lot 3; thence North 09°54'48" East, 96.07 feet, parallel with, and 6.00 feet Westerly, of the most Westerly face of the existing house to the intersection with the North edge of an existing deck and a wood fence line, thence along said fence line for the following three courses:

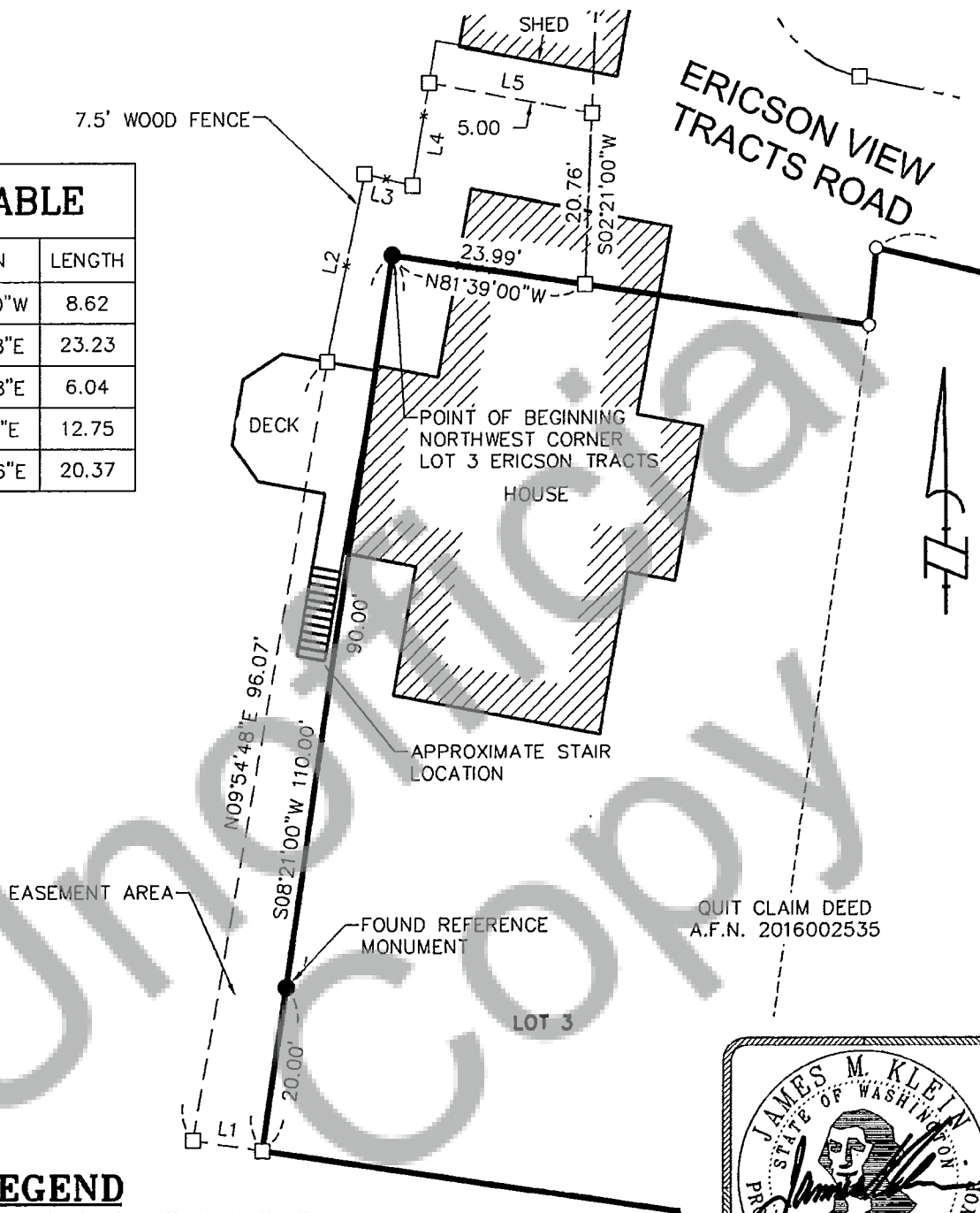
- 1) thence North 11°24'38" East, 23.23 feet; thence
- 2) thence South 76°01'58" East, 6.04 feet;
- 3) thence North 09°18'34" East, 12.75 feet;

thence, leaving said fence, South 79°33'26" East, 20.37 feet, parallel with and 5.00 feet South of the face of an existing shed to a point on the Westerly right-of-way of Ericson View Tracts Road; thence South 02°21'00" West, along the West right-of-way of Ericson View Tracts Road, 20.76 feet to a point on the North line of said Lot 3; thence North 81°39'00" West, 23.99 feet, along the North line of said Lot 3, back to the **Point of Beginning**.

Containing 1290 square feet, more or less.

EXHIBIT "B"

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N81°39'00"W	8.62
L2	N11°24'38"E	23.23
L3	S76°01'58"E	6.04
L4	N9°18'34"E	12.75
L5	S79°33'26"E	20.37



## LEGEND

- ☐ COMPUTED ANGLE POINT, NOT MONUMENTED  
 ● FOUND MONUMENT OF RECORD  
 A.F.N. AUDITOR'S FILE NUMBER  
 —x— FENCE



SCALE - FEET

## BASIS OF BEARINGS

RECORD OF SURVEY NO. A.F.N. 2007165331



**EASEMENT EXHIBIT**  
**SW 1/4 SECTION 19, T.3N. R.10E., W.M.**

**Klein & Associates, Inc.**

**ENGINEERING • SURVEYING • PLANNING**  
1411 13th Street Hood River, OR 97031  
TEL: 541-386-3322 FAX: 541-386-2515

PROJECT:	20-10-03
FILE No:	201003-BLA

LAYOUT: BX11T  
SURVEYED: KA  
DESIGN: KA  
DRAFT: BTB  
APPROVE: JK  
DATE: 10/12/2020