Skamania County, WA Total:\$106.50 EASE

2021-000228

Request of: KENNETH AND LISA JOHNSTON

00006962202100002280040046

AFTER RECORDING RETURN TO:

Kenneth and Lisa Johnston PO Box 1136 Carson, WA 98610

Document Title:

Easement

Reference # of

related documents:

N/A

Parties:

Kenneth L. and Lisa Johnston

S.D.S. Co., L.L.C.

Abbreviated Legal Description:

S½NE¼ and N½SE¼ of Section 19;

SW¼NW¼ of Section 20; All in T3N, R8E, W.M.

Additional Legal Description:

See Exhibits.

Assessor's Tax Parcel I.D. #s:

03082030020300

Ptns. 03081900040000 and 03082020040000

2m 1/19/2021

SKAMANIA COUNTY REAL ESTATE EXCISE TAX

NA

JAN 19 2021

SKAMANIA COUNTY TREASURER

EASEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor, S.D.S. Co., L.L.C., a Washington limited liability company (hereinafter "SDS"), being the owner of property (hereinafter "SDS Property") described as:

A tract of land located in Township 3 North, Range 8 East, of the Willamette Meridian, County of Skamania, State of Washington and more particularly described as follows:

The South half of the Northeast Quarter and the North half of the Southeast Quarter of Section 19 and the Southwest Quarter of the Northwest Quarter of Section 20.

Assessor's Property Tax Parcel Numbers: 03082020040000 and 03081900040000

Hereby grants and conveys to the Grantees Kenneth L. and Lisa Johnston, their successors and assigns, a perpetual, non-exclusive appurtenant easement (the "Road Easement") 30 feet in width for ingress and egress, being 15 feet in width on either side of the centerline of an existing road across the SDS Property as depicted on Exhibit A, Road Easement Map. The purpose of said easement is for management of Grantees' forest lands including the moving of logging equipment, logging trucks or other vehicles or equipment used for growing, harvesting, or managing timber and other natural resources.

The above described Easement is granted to Grantees for the benefit of and appurtenant to Grantees' property, described as:

Beginning at the Quarter Corner on the West Boundary of Section 20, Township 3 North, Range 8 East, W.M.; thence East 990 feet to a point; thence Southwesterly to a point 330 feet East of the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 20, Township 3 North, Range 8 East, W.M.; thence West 330 feet to said point; thence North 1320 feet, more or less, to the point of beginning.

And shall also include lands hereafter acquired by Grantees that are tributary to the Road, for use consistent with the business ventures of Grantees.

In exercising the rights herein granted, Grantees, their successors and assigns, may pass and repass over said Easement and may cut brush, trees and other obstructions which might in the opinion of Grantees interfere with said roads, EXCEPT that Grantor retains all merchantable timber unto itself.

Grantees shall perform maintenance and repair of the Road occasioned by its proportionate use of the Easement. For purposes of this Agreement, "maintenance" is defined as the work normally necessary to preserve and keep the roadway, road structure, and road facilities as nearly as possible in their constructed or improved condition.

The Easement granted herein is non-exclusive and is concurrent with the rights of Grantor, and any third-party licensees, contractors or permittees of Grantor. Grantor reserves for itself the right at all times, for any purpose, to cross and recross, at any place on grade or otherwise, the Road on its own lands, and to use the Road in a manner that will not unreasonably interfere with the rights granted to Grantees hereunder.

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.

Dated this 11 th day of December, 2020

S.D.S. Co., L.L.C.

Jeffred A. Webber, President

STATE OF WASHINGTON)

ss.

County of Klickitat

On this day personally appeared before me, JEFFREY WEBBER, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____ day of ______ 2020.

MOTARY PUBLIC
STATE OF WASHINGTON
AMY I WALKER
MY COMMISSION EXPIRES
FEBRUARY 15, 2021

Name: Amy I. Walker

Notary Public in and for the State of Washington;

My commission expires: 2/15/2021

