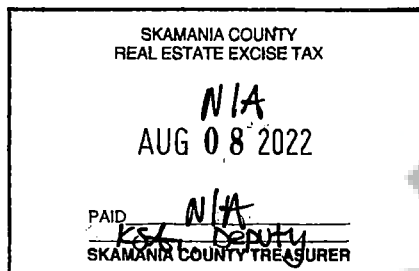




**RETURN ADDRESS:**

Sara A. and Paul T. Kitchen  
141 Stephanie Lane  
Washougal, WA 98671



**ACCESS AND UTILITIES EASEMENT AGREEMENT**

REFERENCE NO. OF RELATED  
DOCUMENT(S):

N/A

GRANTOR(S):

KYLE GALLIPO

GRANTEE(S):

SARA A. AND PAUL T. KITCHEN

ABBREVIATED LEGAL DESCRIPTION:

PTN NE ¼, 33-2-05  
(SEE PAGES 6-8 FOR FULL LEGAL  
DESCRIPTIONS)

ASSESSOR'S TAX PARCEL NO(S):

02053300090000



THIS ACCESS AND UTILITIES EASEMENT AGREEMENT (this "Easement Agreement") is made and entered into this \_\_\_\_ day of June 2022, by KYLE GALLIPO, an individual ("Grantor"), and SARA A. KITCHEN AND PAUL T. KITCHEN, a married couple ("Grantee").

**RECITALS:**

A. Grantor is the fee simple owner of certain real property located in Skamania County, Washington ("Parcel A"), which property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

B. Grantee is the fee simple owner of certain real property located in Skamania County, Washington ("Parcel B"), which property is more particularly described on Exhibit B attached hereto and incorporated herein by this reference

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, an express easement over, under, and across a portion of Parcel A, for the benefit of Parcel B, to provide ingress, egress, and access to and from Parcel B and construct, maintain, repair and improve any and all utilities servicing Parcel B. This express easement is independent of and in addition to any other rights Grantee has to an easement over, under, and across Parcel A.

NOW, THEREFORE, for and in consideration of the recitals, which are incorporated herein by this reference, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, for itself and its successors and assigns, does hereby declare, grant, covenant and agree as follows:

1. Easement Grant. Grantor does hereby grant, convey, establish, and create, for the benefit of the owner(s) of Parcel B, and its agents, successors, assigns, tenants and invitees, a perpetual nonexclusive appurtenant easement (the "Easement") over, under, and across that portion of Parcel A, described on Exhibit C and shown on Exhibit D, attached hereto, and incorporated herein by this reference (the "Easement Area"). The owner(s) of Parcel B, and its heirs, successors, assigns, employees, licensees, agents, invitees, tenants, and/or independent contractors, shall have the right and ability at such times as deemed necessary by them to enter upon, over, or under Parcel A for purpose of: (1) ingress, egress, and access to Parcel B (2) constructing, installing, reconstructing, improving, inspecting, operating, maintaining, repairing, and replacing any and all utilities necessary or desirable to service all or any portion of Parcel B, including, without limitation, water, sewer, storm water, electric, gas, telephone, cable fiber optic, and streetlights improvement.

2. No Obstruction. Neither party, nor the successors, assigns, tenants, and invitees of either shall permanently or unreasonably, obstruct, impede, or interfere in the reasonable use of the Easement or Easement Area by the other.

3. Damage to Easement Area. Expenses required as a result of any damage to Easement Area due to the negligence of any owner of Parcel A or Parcel B, or such owner's agents, employees, tenants or invitees, shall be borne by said owner, directly or through its agents, employees, tenants or invitees, causing such damage, and such owner shall repair the damage within sixty (60) days of the occurrence.

4. Definition of Owner. As used herein, "owner" or "owners" shall mean the record owner or owners, whether one or more persons or entities of a fee simple title to those having such interests merely as security for the performance of an obligation

5. Easement to Run With the Land; Binding on Successors and Assigns. 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 Parcel A and Parcel B, their heirs, administrators, personal representatives, successors and assigns, and all persons and parties claiming by or through any of them in perpetuity.

6. Counterparts. This Easement Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

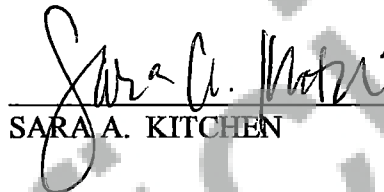
IN WITNESS WHEREOF, this Easement Agreement has been executed as of the day and year first hereinabove set forth,

**“GRANTOR”**



KYLE GALLIPO

**“GRANTEE”**



SARA A. KITCHEN



PAUL T. KITCHEN

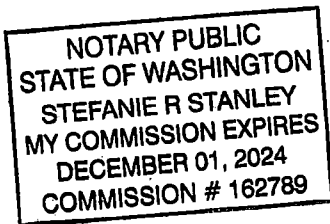
GRANTOR NOTARY PAGE


STATE OF WASHINGTON )

COUNTY OF Clark )

I certify that I know or have satisfactory evidence that KYLE GALLIPO is the person who appeared before me, and said person acknowledged she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed on August 5th, 2022



  
Notary Signature

Stefanie Stanley  
Notary printed name  
NOTARY PUBLIC in the State of Washington  
My Appointment Expires: 12/1/2024

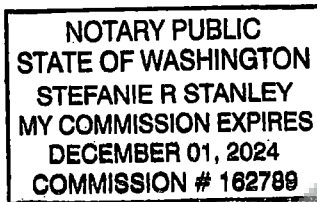
GRANTEE NOTARY PAGE

STATE OF WASHINGTON )

COUNTY OF Clark )

I certify that I know or have satisfactory evidence that SARA A. KITCHEN AND PAUL T. KITCHEN, a married couple are the person(s) who appeared before me and said person(s) acknowledged that they signed this instrument and acknowledged it to be there free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed on August 8th, 2022





Notary Signature

Stefanie Stanley

Notary printed name

NOTARY PUBLIC in the State of Washington

My Appointment Expires: 12/1/2024

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PARCEL A**

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of the said Section 33; thence West along the North line of said Subdivision 462 feet; thence South to the intersection with the centerline of the county road known and dedicated as the Washougal River Road, said point being the initial point of the tract hereby described; thence North 400 feet, more or less to intersection with the South line of a tract of land conveyed to Joseph F. Beaudoin, ex ux, by instrument recorded in Book 61, Page 109; thence West 200 feet; thence South 400 feet, more or less to intersection with the centerline of the Washougal River Road aforesaid; thence following the centerline of said road in an Easterly direction 200 feet, more or less, to the initial point.

**EXHIBIT B**  
**LEGAL DESCRIPTION OF PARCEL B**

**PARCEL I**

The North 500 feet of the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

**EXCEPT** the East 462 feet thereof;

**ALSO EXCEPT** that portion conveyed to Arlene J. Pribble, a single person, in Book 69 of Deeds, at page 306, described as follows:

**BEGINNING** at the North quarter corner of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, in Skamania County, Washington; thence South 0°43'51" West 400 feet to the **True Point of Beginning** that is a 1/2" X 30" iron pipe; thence South 0°43'51" West 100.00 feet to a 2" X 2" hub and tack; thence South 89°16'09" East 158.96 feet to a 1/2" X 30" iron pipe; thence North 29°47'38" West 116.08 feet to a 1/2" X 30" iron pipe; thence North 89°16'09" West 100.00 feet to the **True Point of Beginning**.

**PARCEL II**

A tract of land in the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

**BEGINNING** at the Northeast corner of the Northwest quarter of the Northeast quarter of the said Section 33; thence West along the North line of said subdivision 462 feet; thence South to intersection with the centerline of the County Road known and designated as the Washougal River Road, said point being the **Initial Point** of the tract hereby described; thence North 500 feet, more or less, to intersection with the South line of the tract first above described; thence West 200 feet thence South 500 feet, more or less, to intersection with the centerline of the Washougal River Road aforesaid; thence following the centerline of said road in a Easterly direction 200 feet, more or less, the **Initial Point**.

**EXCEPT** the following described property:

A tract of land in the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

**BEGINNING** at the Northeast corner of the Northwest quarter of the Northeast quarter of the said Section 33; thence West along the North line of said subdivision 462 feet; thence South to intersection with the centerline of the County Road known and designated as the Washougal River Road, said point being the **Initial Point** of the tract hereby described; thence North 400 feet, more or less, to intersection with the South line of a tract of land conveyed to Joseph F. Beaudoin, et ux, by instrument recorded in Book 61, page 109; thence West 200 feet; thence South 400 feet, more or less, to intersection with the centerline of the Washougal River Road aforesaid; thence following the centerline of said road in a Easterly direction 200 feet, more or less, to the **Initial Point**.

## EXHIBIT "C"

### LEGAL DESCRIPTION OF EASEMENT AREA

A 50.00 wide strip of land located in the Northwest quarter of the Northeast quarter of Section 33, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, State of Washington, said strip being 25.00 feet on either side of the following described line:

Commencing at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 33; thence West along the North line of said subdivision 462 feet; thence South  $00^{\circ}25'34''$  East, along the East line of Parcel 2 of that tract of land described in Statutory Warranty Deed, Auditor's File Number 2007168422, a distance of 650.01 feet to the Southeast corner of said Parcel 2; thence South  $89^{\circ}39'49''$  West, along the South line of said parcel 2, 83.09 feet; thence North  $00^{\circ}31'40''$  West, 70.00 feet; thence South  $89^{\circ}39'49''$  West, 74.99 to the **Point of Beginning**; thence along the following eleven courses:

- 1) South  $00^{\circ}32'12''$  East, 36.20 feet to a point on a tangent curve concave to the East, a radius of 75.00 foot;
- 2) thence South along said curve, an arc length of 34.57 feet, a chord bearing South  $13^{\circ}44'33''$  East, 34.27 feet;
- 3) thence South  $26^{\circ}56'54''$  East, 4.07 feet to a point on a tangent curve concave to the to the Northeast, a radius of 75.00 foot;
- 4) thence Southeasterly along said curve, an arc length of 54.78 feet, a chord bearing South  $47^{\circ}52'18''$  East, 53.57 feet;
- 5) thence South  $68^{\circ}47'42''$  East, 5.77 feet to a point on a tangent curve, concave to the Southwest, a radius of 75.00 foot;
- 6) thence Southerly along said curve, an arc length of 75.85 feet, a chord bearing South  $39^{\circ}49'22''$  East, 72.66 feet;
- 7) thence South  $10^{\circ}51'02''$  East, 66.53 feet to a point on a tangent curve, concave to West, a radius of 200.00 foot;
- 8) thence South along said curve, an arc length of 50.35 feet, a chord bearing South  $03^{\circ}38'18''$  East, 50.22 feet;
- 9) thence South  $03^{\circ}34'26''$  West, 9.01 feet to a point on a tangent curve, concave to East, a radius of 355.00 foot;
- 10) thence South along said curve, an arc length of 131.99 feet, a chord bearing South  $07^{\circ}04'40''$ , 131.23 feet;
- 11) thence South  $19^{\circ}06'53''$  East, 52.04 feet to a point on the North right-of-way of Washougal River Road and the **Point of Terminus** of this description.

The side lines to be lengthened or shortened as necessary to intersect the North right-of-way line of Washougal River Road.

Containing 26,061 square feet, more or less.