

Skamania County, WA
Total: \$209.50
EASE
Pgs=7

2022-001926

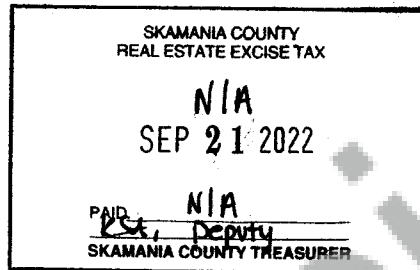
09/21/2022 10:42 AM

Request of: TIFFANY MCKAY



WHEN RECORDED RETURN TO:

Tiffany McKay
Whiskey Creek Investments, LLC
25325 NE Butteville Road
Aurora, OR 97002



Document Title:

Access Easement Agreement

Reference Number of Related Documents:

2022-000038

Grantor:

Whiskey Creek Investments LLC, a Washington limited liability corporation

Grantee:

Whiskey Creek Investments LLC, a Washington limited liability corporation

Brief Legal Description:

Lots 2-4 of Bullat Rye Short Plat 2A SP-21-03

Full legal description at page 1.

Parcel numbers:

04071500011000

04071500011200

04071500011300

LM 9/21/22

ACCESS EASEMENT AGREEMENT

This **ACCESS EASEMENT AGREEMENT** (hereinafter referred to as the "Easement" or "Easement Agreement") is made this 21st day of September, 2022, by WHISKEY CREEK INVESTMENTS LLC, a Washington limited liability company (hereinafter referred to as "Declarant"). This Easement shall be effective immediately.

RECITALS

WHEREAS, Declarant is the owner in fee of certain real property situated in Skamania County, Washington, legally described as follows:

LOTS 2, 3, AND 4, BULLEIT RYE 2A SP-21-03, AS RECORDED UNDER SKAMANIA COUNTY AUDITOR'S FILE NO. 2022-000038, SAID PLAT BEING SITUATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN IN SKAMANIA COUNTY AND STATE OF WASHINGTON.

Hereinafter the "Property"; and

WHEREAS, the Property subject to this Easement consists of three lots, Lot 2, Lot 3, and Lot 4, Skamania County Tax Parcel Nos. 04071500011200, 04071500011300, and 04071500011000, respectively (hereinafter referred to individually as "lot" or collectively as "lots"); and

WHEREAS, Declarant intends to sell the lots therein for residential use; and

WHEREAS, Declarant wishes to reserve an easement for access over Lot 4 for the benefit of Lot 2 and Lot 3 therein; and

WHEREAS, the above recitals are a material part of this Easement Agreement,

NOW THEREFORE, Declarant hereby reserves a non-exclusive perpetual easement over and across that portion of the Property described in **Exhibit A** and depicted, for illustrative purposes only as an approximation, in **Exhibit B** ("Easement Area"), under the terms and conditions set forth herein.

AGREEMENT

- 1. Purpose of Easement.** The Easement shall be for ingress and egress access for Lot 2 and Lot 3 over and across the Easement Area on Lot 4. The access provided by this Easement Agreement is secondary to the Property and shall not be used for primary access unless the authority having jurisdiction does not allow the permitted primary access from the abutting right-of-way, commonly known as Leete Road.
- 2. Maintenance of Easement Area.** All costs and expenses related to the maintenance, repair, and replacement of the Easement Area shall be evenly divided between the owners of Lot 2, Lot 3, and Lot 4. The owners of Lot 2 and Lot 3, as the benefited parties, have the duty to repair and maintain

the Easement Area subject to the provisions herein and shall at all times keep the Easement Area free and open for the other users thereof. Grantee may cut and trim trees or vegetation that may encroach on the Easement Area and must remove and dispose of all cuttings and trimmings from the Easement Area.

3. **Costs of Improvements.** The owners of Lot 2, Lot 3, and Lot 4 are individually responsible for the costs of any improvements desired. Costs sharing is not applicable to improvements.
4. **Binding on Successors and Assigns and Run with the Land.** The Easement and all rights and obligations described in this Easement Agreement are perpetual and shall be binding on the successors and assigns of the Declarant and shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof.
5. **Public Utilities.** The owner of Lot 4 shall have the right to place below grade and above grade utilities required by the local public utility.
6. **Incompatible Use of Easement Prohibited.** No use of the Easement granted herein shall be made which is incompatible with its purpose. No buildings or structures shall be permitted in the Easement Area unless otherwise allowed herein. The Declarant and its successors and assigns are authorized to take such action as required to assure that no use of the Easement is made which is incompatible with its purpose.
7. **Permitted Uses within the Easement Area.** The owner of Lot 4 shall have the right to build and use the surface of the Easement Area for drainage ditches, private streets, roads, driveways, alleys, walks, gardens, lawns, planting, or parking areas, and other similar uses. The owner of Lot 4 further reserves the right to dedicate any or all of the property within the Easement Area to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of the owners of Lot 2 and Lot 3.
8. **Indemnification & Hold Harmless.** The owners of the Lots agree to hold harmless and indemnify the Declarant absolutely and without limit against all claims, demands, suits, judgments, damages, costs, and expenses, including court costs and reasonable attorney fees, arising from any act or omission during the property owners' use and maintenance of the Easement Area, including without limitation the acts or omissions of the property owners' agents, employees, or invitees.
9. **Survey of Easement Area.** Any property owner may survey the Easement Area established herein and said survey shall then become Exhibit B which shall be attached hereto and be made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit A. The cost of such survey shall be borne by the party initiating the survey.


10. General Provisions.

- 10.1. Governing Law and Venue. This Easement Agreement shall be governed by the laws of the State of Washington. Venue shall be in the Skamania County Superior Court.

- 10.2. Expenses and Attorney's Fees. The prevailing party in any action brought to enforce any terms and conditions of this Easement Agreement shall be entitled to the recovery of their reasonable attorney's fees, costs, and expenses.
- 10.3. Nonwaiver of Breach. Failure to require performance of any provision of this Easement Agreement shall not limit the right to enforce such provision, nor shall any waiver of any breach of any provision of this Easement Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.
- 10.4. Notice. Any notice or communication required or permitted under this Easement Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the most recent address or, if no such address exists, to the street address of such lot. Such notice shall be deemed delivered forty-eight (48) hours after the time of such mailing.
- 10.5. Modification Must be in Writing. No oral or written statements made prior to or following entry of this Easement Agreement shall be considered part of this Easement Agreement unless expressly incorporated herein in writing. This Easement Agreement may be modified in writing only, upon mutual agreement by the Parties.
- 10.6. Termination by Failure to Perform/Writing. Should any party fail to perform any obligation arising under this Easement Agreement, all rights and privileges granted shall terminate and the provisions of this Easement Agreement shall no longer be in effect. Costs related to the execution and recording of the documents necessary to terminate the Easement Agreement shall be paid by the defaulting party and done within thirty (30) days of written receipt of notice. This Easement Agreement may also be terminated upon mutual agreement by the Parties in writing.
- 10.7. Severability. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.8. Entire Agreement. This Easement Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Easement Agreement. This agreement supersedes any prior written or oral agreements between the Parties as to the matters contained herein.

IN WITNESS WHEREOF, Declarant signs this Access Easement Agreement the day and year first above written.

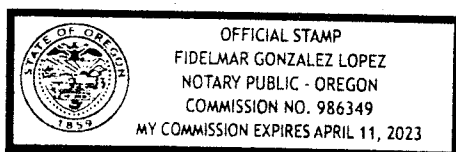
DECLARANT
WHISKEY CREEK INVESTMENTS, LLC


By: Tiffany A. McKay
Its: Managing Member

STATE OF Oregon)
COUNTY OF Clackamas) §

I certify that I know or have satisfactory evidence that TIFFANY A. MCKAY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the MANAGING MEMBER of WHISKEY CREEK INVESTMENTS LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 21st day of September, 2022.



[Signature]
NOTARY PUBLIC in and for the State of
Oregon. Residing in Clackamas
My Commission expires April 11, 2023

Unofficial Copy

EXHIBIT A
Legal Description of Access Easement Area

FOR THAT CERTAIN REAL PROPERTY ON THE BULLEIT RYE SHORT PLAT SP-21-03 RECORDED AT SKAMANIA COUNTY AUDITOR'S OFFICE UNDER FILE NO. 2022-000038 (BULLEIT RYE SHORT PLAT):

COMMENCING AT THE SOUTHEAST CORNER OF LOT 3; THENCE SOUTH ALONG THE WEST BOUNDARY OF LEETE ROAD RIGHT-OF-WAY TO THE NORTHEAST CORNER OF LOT 2; THENCE WEST ALONG THE NORTH BOUNDARY OF LOT 2 A DISTANCE 50 FEET THEREOF; THENCE NORTH TO THE SOUTH BOUNDARY OF LOT 3; THENCE EAST ALONG THE SOUTH BOUNDARY OF LOT 3 TO THE POINT OF BEGINNING.

SITUATE IN SKAMANIA COUNTY, WASHINGTON.

SUBJECT TO AND/OR TOGETHER WITH ALL EASEMENTS, COVENANTS, RESTRICTIONS AND/OR AGREEMENTS OF RECORD, OR OTHERWISE.

Unofficial
Copy

TERRA SURVEYING

LOCATION OF SURVEY:
A TRACT OF LAND LOCATED IN THE EAST
HALF OF SECTION 15, TOWNSHIP 4 NORTH,
RANGE 7 EAST, WILLAMETTE MERIDIAN,
SKAMANIA COUNTY, WASHINGTON.

FOUND AND HELD 2 1/2" ALUMINUM
CAP AT SECTION CORNER PER
SKAMANIA COUNTY SURVEY,
AUDITOR'S FILE No. 2008171545.
3" SKAMANIA COUNTY BRASS CAP
BEARS N56°13'51"E @ 10.51'

Access
Easement

LOT 4
CONTAINS 14.54 ACRES

NEW PRIVATE WE
ACCESS EASEMEN

100

LOT 3
CONTAINS 2.00 ACRES.

☆ ☆
LOT 2
CONTAINS 2.00 ACRES

CONTAINS 2.00 ACRES.
☆ ☆

4.

WELL

—

L07 3
SP-19-08

61 15 55

89°05'08" W

436.03'

S 0072'50" W
2661.06'
(AFN 2008171545 = 2661.06')

PARCEL No.
04071500011000

BASIS OF BEARING:
SKAMANIA COUNTY SURVEY
AUDITORS FILE No. 2008171545