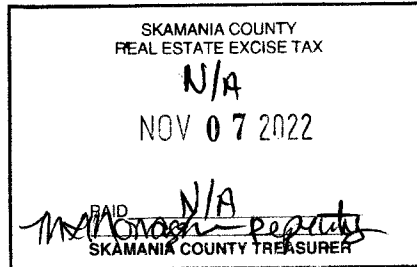




RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Rick V. May and Julie A. Fitzpatrick May
P.O. Box 946
Stevenson, WA 98648



Grantors: Rick V. May and Julie A. Fitzpatrick May

Grantees: Rick V. May and Julie A. Fitzpatrick May

Abbreviated Legal: SE ¼ Section 36, T3N R7E W.M. *LM*

Assessor's Tax Parcel Nos.: 03073644040700 (Lot 16); 030736440400000 (Lot 400);
03073644040200 (Lot 402); *SW*

Other Reference No.: NA

Easement and Road Maintenance Agreement

- A. Rick V. May and Julie A. Fitzpatrick May, Grantor, are the owners of Lots 400 and 402 legally described in Exhibit A. Rick V. May and Julie A. Fitzpatrick May, Grantee, are the owners of Lot 16 legally described in Exhibit A. Lots 16, 400, and 402 (Lots) are also referred to in this Agreement as the Property. A Lot includes any additional lots within Lot 402 that are legally created.
- B. Grantor intends to create an access and utility easement legally described and illustrated in Exhibit B (Easement) to serve Lots 16 and 400, and potentially Lot 402 subject to Section 13. The Easement and Access, defined below, subject to this Agreement is located completely on Lot 402. Additional easements and road maintenance provisions on and applicable to Lots 16 and 400 are or will be addressed in separate instruments. As used in this Agreement, Owner or Owners means the current owners and any subsequent owners of the Lots as further described in Section 13.

C. The purpose of this Agreement is to establish an Easement for the benefit of Lots 16 and 400, to provide for additional improvements and use of the Easement upon the occurrence of future events, and to provide adequate funds for the repair and maintenance of a shared driveway/private road within the Easement (Access) for the continued use and benefit of the Owners.

1. **Owner.** The term Owner(s) means any person holding a beneficial interest in a Lot whether by deed, real estate contract or other instrument evidencing the ownership of a Lot but does not include any person or entity holding only a security interest in a Lot.

2. **Responsible Owner.** The Owners must designate a Responsible Owner and an assistant for the purpose of administering this Agreement by an affirmative vote of a majority of the Owners. Each Lot is entitled to one vote regardless of the number of the Owners of a Lot (Total Voting Power).

3. **Grant of Easement.** Grantor hereby grants to Grantee an access and utility easement legally described in **Exhibit B** and located on Lot 402 for the benefit of Lots 16 and 400 only, legally described in **Exhibit A**. Lot 402 does not have the right to use the Easement for access except as provided in Section 13.

3.1 Lots 400, Lot 16 and 402 within the Property are currently under common ownership. The benefits and burdens created by this Agreement with respect to Lots 400 and 402 are intended not to merge notwithstanding the common ownership of the Property, but are intended to and do apply to each future owner of one or more of the Lots, regardless of whether the parcels were in common or separate ownership at the time this Agreement was created, recorded, or at any time in the future. The owners of Lots 400 and 402 agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purposes hereof. Any Owner of a portion of Lots 400 and 402 must sign a reasonable and recordable document reestablishing the rights and obligations specified in this Agreement if requested by another Owner of a portion of Lots 400 and 402 in order to resolve any potential question about application of the merger doctrine to this Agreement.

4. Access Maintenance.

4.1 The Access must be maintained in a safe condition to allow free and reasonable passage to Kanaka Creek Road for vehicular traffic, bike usage and pedestrian uses as may be reasonable and necessary in order that all Owners may enjoy full and free use of their Lots.

4.1 Except as provided in Section 13, the Easement and Access is intended to provide perpetual access to Lots 16 and 400. This Access is considered a private access and is not subject to maintenance or reconstruction by the City of Stevenson or Skamania County Road Departments. The Owners of Lots 16 and 400 must share in the costs of repair and maintenance of the Access, ensure yearly maintenance checks, and develop a maintenance plan for any repairs or maintenance that is needed and related to resurfacing, seal coats, shoulders, gates, signs, storm drainage systems, vegetation control, and must take other actions needed to keep the Access in a safe and passable condition and to the standard in Section 4.3 (Costs). The Owners of Lot 16 and Lot 400 must each pay ½ of the Costs to maintain the Access, until such time as additional Lots gain access under Section 13. Additional Lots created within Lots 16 and 400 are not entitled to use the Easement or Access except through improvement of the Easement and Access as a private or public road and compliance with right of way use permits and all applicable City regulations including street classification, design, and improvement standards, and except by unanimous agreement of all Owners and in such case, the Owners must execute and record an amendment to this Agreement specifying this right.

4.2 The Access must be maintained in a satisfactory and usable condition under all weather conditions. After the approach at Kanaka Creek Road, the current surface of the Access is recycled crushed asphalt. At a minimum, maintenance must consist of annual repairs or filling of all potholes, ruts, gullies, and similar defects that restrict travel on the Access, and seal coats as needed. Upon approval of the Owners holding 50% or more of the Total Voting Power, the Owners may authorize adding gravel to the Access, grading the Access, providing trenching along the sides of the Access, providing appropriate sloping to provide for surface water runoff, and authorizing other actions.

5. Additional Maintenance, Repair or Restoration. All damage to the Access from Lot construction, improvement or development or heavy equipment use must be paid for by the Lot Owner causing the damage as their sole cost. For the purpose of this section "additional maintenance, repair, or restoration" will mean any activity beyond maintaining the Access at the standard set forth in this Agreement.

6. Snow Removal Provisions. Any Lot Owner requiring snow removal from the Access at the time of inclement weather is responsible for 100% of the cost, and if multiple Lot Owners require snow removal to access their Lot, the cost must be split equally. The intent of this section is not to require an absentee Lot Owner to share in a Cost that has a transitory benefit.

7. Lot Maintenance. All private driveways on the Lots connecting to the Access must be maintained by Lot Owners to a condition that prevents dust and soil erosion impacting the Access.

8. Private Road and Driveway Easements Use & Liability Coverage. The Owners must have in place state mandated vehicle insurance (including coverage for property damage) for all vehicles using the Access, and a homeowners insurance policy covering damage or injury related to the Owners and Owners' guests' actions and omissions within the Easement. Whether insurance is in place or not, the Owner is solely liable for causing injury or damage related to use of the Easement.

9. Private Road and Shared Driveway Restrictions. There will be no parking on the Access. Speeds must be of a safe travel speed at no more than 10 mph for sight distance, pedestrians and wildlife protection, and the Owners' enjoyment of a quiet drive accessing the Lots. Signs may be added to post speeds. The Owners have a right to approve a fine and towing policy for violations of this Agreement upon unanimous approval of all Lot Owners. Any such policy must be executed by all Lot Owners and recorded as an amendment to this Agreement.

10. Collections and Expenditures. The Responsible Owner has the authority to collect funds owed by the Owners under this Agreement, open bank accounts, and to contract for purposes of accomplishing the purposes of this Agreement. In so acting, the Responsible Owner will be acting on behalf of all Owners for these limited purposes.

11. Enforcement.

11.1 The Owners will endeavor to agree to all necessary repairs and maintenance of the Access and the Costs. If an Owner refuses to consent to or pay for any necessary repairs or maintenance after approval by Owners holding 50% or more of the Total Voting Power, the Responsible Owner must provide a 20-day written request for payment to the non-approving Owner, and the approving Owners may proceed with the repair or maintenance and collect the amounts due from the non-paying Owner.

11.2 Any Owner has the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and charges now or hereafter imposed by the provisions of this Agreement. Failure by the Owners to enforce any covenant or restriction in this Agreement may in no event be deemed a waiver of the right to do so later.

12. Cost Obligation. The Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, is deemed to covenant to pay all Costs as may be fixed, established, and collected from time to time in the manner provided in this Agreement. The Costs, together with any interest, expenses, lien costs or attorneys' fees imposed, will be a charge on the Lots and will be a continuing lien upon the Lots against which each such Cost is made at the time each Cost becomes due. The due date for any Cost is the due date in any third-party invoice or the date established in the 20-day notice in Section 11.1. The Costs are also the personal obligation of the person who was the Owner of such Lot at the time when the cost or charge fell due.

If a Cost levied under this Agreement is not paid within 20 days of its due date, this Cost will be considered delinquent and will bear interest from the due date at the rate of 12% per annum until paid in full. In that event, any non-defaulting Owner may exercise any or all the following remedies against the defaulting Owner:

12.1 The non-defaulting Owner may foreclose the lien established in this Section 12; and

12.2 Any non-defaulting Owner may bring an action to recover a money judgment for unpaid Costs, fines, interest, and other authorized charges without foreclosing or waiving the lien. Recovery on any such action, however, will operate to satisfy the lien, or the portion thereof for which recovery is made.

13. Additional Rights for the Owner of Lot 402.

13.1 The Owner of Lot 402 has the right to further develop and then use any portion of the existing eastern 320 feet of the Access Roadway for Lot access and to serve additional legal Lots existing or to be created within Lot 402, as long as access to Lot 16 and Lot 400 is maintained. The Owner of Lot 402's right to further develop and use the Access or Easement (utilities for example) for the benefit of Lot 402 or any additional lot created within Lot 402 is conditioned on upgrading any portion of the eastern 320 feet of this Access to private road or public road standards. This further development will be subject to meeting all City of Stevenson requirements including right of way use permits and street classification, design, and improvement standards as may be applicable (Improved Access).

NOTE: For the purposes of clarity, *improved access* is defined as any area of the current “shared driveway” being upgraded in the future by Lot 402 Owners to either “Private Road” or “Public Road” standards.

Lot 16 and Lot 400 are not responsible for any improvement costs should 402 decide to develop. That portion of the Access and Easement serving Lot 16 and Lot 400 from the point westward of the Improved Access (west of the upgraded road section) will continue as a driveway to serve only two lots until and unless upgraded to City standards as a private or public road, which would allow additional lots to be served. Upon City approval and completion of the Improved Access, the Owners of Lot 402, and the additional legal Lots within Lot 402 (Lot 402 Owners) have the right to use the Improved Access. In this case, the Owners of lot 402 are responsible for Costs, defined above, of the Access including the Improved Access (area that was upgraded by 402 Owners) as follows:

13.2 The maintenance of the Road Easement shall be distributed per the number of lots who access the Road Easement as noted below. This agreement, in the current configuration, allows only 2 lots to use this access. These 2 lots shall share the Road Easement maintenance costs 50% each. Those owners are Lot 400 and Lot 16. If Lot 402 develops their property in such a configuration that is choosing to utilize any portion of the current “shared driveway”, any new road upgrades and construction costs shall be 100% paid for by the owner of 402 and afterwards, shall change the way maintenance costs will be distributed.

If additional development occurs by the owners of Lot 402 that also upgrades any portion of the eastern approximately 320 ft of said roadway via “Improved Access”, maintenance costs shall be distributed per the number of lots that share access over the Improved Access portions of Road Easement. For example, if Lot 402 develops their property into 2 tax lots that share private access with lot 16 and 400, the maintenance costs of the Road Easement shall be distributed equally per the number of lots accessing the road. In this example that would be Lots 16, 400, and the two lots located on former Lot 402. (4 lots = 25% of the costs per lot).

13.3 If more than four lots share the road easement, as per the City of Stevenson code, the roadway must become a public road. At that time, the owners of the Road Easement would not be responsible for the section of the road that has become public. Of further clarity, any portion of the “shared driveway” beyond the “Improved Access” portion will continue to be a shared expense by Lot 400 & Lot 16 at 50% per lot. The Owners of Lots 400 and 16 have all of the rights of enforcement under this Agreement against the Lot 402 Owners if they fail to satisfy their obligations with respect to the Improved Access under this Agreement.


14. Costs and Attorneys' Fees. In the event an Owner takes any action to enforce this Declaration, with or without bringing suit, or in the event an Owner does bring suit or action to enforce this Agreement or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the non-prevailing party must pay all costs and expenses incurred by the prevailing party in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Skamania County Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.

15. Run with the Land. This Agreement and its corresponding benefits and burdens run with the land and benefit and burden Grantors and Grantees, and their heirs, successors, assigns and any future owners of the land described in this agreement.

16. Severability. Invalidation of any one of these conditions, or requirements by judgment or court order will in no way affect any other provisions that will remain in full force and effect.

17. Amendment. The Owners have the right to modify this Agreement upon an affirmative vote of the Owners representing 70% or more of the Total Voting Power and any amendment must be signed by all approving Owners and recorded with the Skamania County Auditor.

GRANTOR


Rick V. May

Dated: 11/4/2022

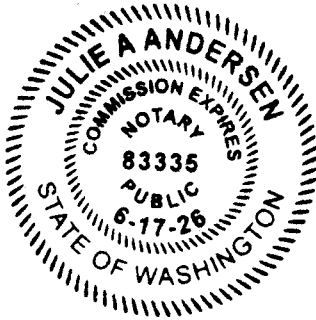

Julie A. Fitzpatrick May

Dated: 11/4/2022

State of Washington)
) ss.
County of ~~Clark~~ Skamania

I certify that I know or have satisfactory evidence that Rick V. May is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated he execute the instrument as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 4, 2022.



Julie A Andersen
Julie A Andersen
Notary Public for Washington
My appointment expires: June 17, 2026

GRANTOR

State of Washington)
) ss.
County of ~~Clark~~ Skamania

I certify that I know or have satisfactory evidence that Julie A. Fitzpatrick May is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated he execute the instrument as her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 4, 2022.



Julie A Andersen
Julie A Andersen
Notary Public for Washington
My appointment expires: June 17, 2026

GRANTEE

Rick V. May

Rick V. May

Dated: 11/4/2022

Julie A. Fitzpatrick May

Julie A. Fitzpatrick May

Dated: 11/4/2022

State of Washington)

) ss.

County of ~~Clark~~ Stamania

I certify that I know or have satisfactory evidence that Rick V. May is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated he execute the instrument as his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 4, 2022.



Julie A. Andersen
Julie A. Andersen

Notary Public for Washington

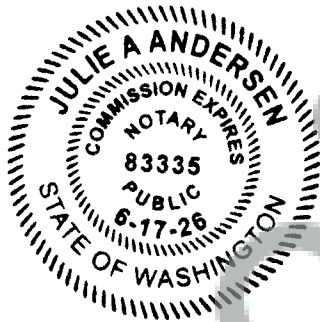
My appointment expires: June 17, 2026

GRANTEE

State of Washington)
) ss.
County of ~~Clark~~ Skamania

I certify that I know or have satisfactory evidence that Julie A. Fitzpatrick May is the person who appeared before me, and said person acknowledged that she signed this instrument and on oath stated she execute the instrument as her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: November 4, 2022.



Julie A. Andersen
Julie A. Andersen
Notary Public for Washington
My appointment expires: June 17, 2026

EXHIBIT A

Unofficial
Copy



PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

EXHIBIT "B"

PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

MAY BLA 2021

Legal Description for Adjusted Lot 16

August 6, 2021

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, being more particularly described as follows:

Beginning at the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking a point on the Southerly Right of Way Line of Kanaka Creek Cut Off, a 50.00-foot wide public roadway which bears N62°18'50"E, 192.78 feet from the intersection of said Right of Way line with the West line of the Shepard Donation Land Claim; thence along said Right of Way Line, N62°18'50"E, 30.00 feet to the Division Line of the Shepard Donation Land Claim; thence along said line, S87°49'55"E, 217.82 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Northwest Corner of the Rivers Tract of Land as described in deed, recorded in Auditor's File Number 2017000412, Skamania County Deed Records; thence along the West line of said Rivers Tract of Land, S06°50'10"E, 146.11 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Southwest Corner thereof; thence N75°45'35"W, 120.94 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence N86°03'33"W, 45.04 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence N51°11'45"W, 10.00 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence S58°42'12"W, 26.22 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence N31°18'44"W, 133.29 feet to the Point of Beginning.

Containing 27,758 Square Feet (0.64 Acres).



PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

EXHIBIT "B"

PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

MAY BLA 2021

Legal Description for Adjusted Lot 400

August 6, 2021

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, being more particularly described as follows:

Beginning at the 5/8" Rebar with Yellow Plastic Cap inscribed "OR #932 & WA #22098" marking a point which bears N25°55'46"W, 440.00 feet from the Northwest Corner of Lot 1, Meldan Acres, a Plat of Record in Book A, Page 84, Skamania County Plat Records; thence along the Northeasterly line of the School District #303 Tract of Land, N25°55'46"W, 21.35 feet to a 5/8" Rebar with Yellow Plastic Cap inscribed "OR #932 & WA #22098"; thence along the North line of the School District #303 Tract of Land, N87°32'30"W, 229.58 feet to the West line of the Shepard Donation Land Claim; thence along said line, N02°25'26"E, 197.04 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence leaving said line, N80°03'58"E, 150.15 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence N58°42'12"E, 139.38 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence S51°11'45"E, 10.00 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence S86°03'33"E, 45.04 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence S75°45'35"E, 120.94 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Southwest Corner of the Rivers Tract of Land as described in deed, recorded in Auditor's File Number 2017000412, Skamania County Deed Records; thence along the South line thereof, S64°50'28"E, 55.84 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence leaving said line, S17°43'28"E, 40.94 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence S25°55'31"E, 81.58 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Northeast Corner of the Broughton Tract of Land as described in deed, recorded in Book 59, Page 304, Skamania County Deed Records; thence along the North line of said Tract of Land, and continuing along the North line of the Krohn Tract of Land as described in deed, recorded in Book 45, Page 469, said Records, S63°58'49"W, 339.66 feet to the point of beginning.

Containing 117,659 Square Feet (2.70 Acres).



PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

EXHIBIT "B"

PO Box 398
Camas, WA 98607
360.834.2519
fax.834.5498
www.kcdevelopment.net

MAY BLA 2021 Legal Description for Adjusted Lot 402 September 21, 2021

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, being more particularly described as follows:

Beginning at the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the intersection of the Northerly Right of Way line of Del Ray Avenue, a 40-foot wide public roadway, with the Westerly Right of Way line of Kanaka Creek Road, a 40-foot wide public roadway; thence along the Northerly Right of Way line of Del Ray Avenue, S64°04'00"W, 138.61 feet to the Southeast Corner of Lot 13, Block 2, Second Addition to Meldan Acre Tracts, a Plat of Record in Book A, Page 96, Skamania County Plat Records; thence along the East line of said Lot 13, N25°54'02"W, 100.00 feet to the Northeast Corner thereof; thence along the North line of said Lot 13, and continuing along the North lines of Lots 9 through 12, Block 2, said Plat, S64°04'00"W, 125.00 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Northwest Corner of said lot 9; thence leaving said line, along the North line of the Rice Rutledge Tract of Land described as New Lot 5 in Auditor's File Number 2020001028, Skamania County Deed Records, S85°11'55"W, 114.00 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the Northwest Corner thereof; thence along the Northerly boundary of the Rice Rutledge Tract of Land described as New Lot 1 in said Auditor's File Number 2020001028, N80°51'21"W, 69.14 feet to an angle point; thence S71°52'18"W, 37.42 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the East line of the Broughton Tract of Land as recorded in Book 59, Page 304, Skamania County Deed Records; thence along said East line and the Northerly extension thereof, N25°55'31"W, 195.78 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence N17°43'28"W, 40.94 feet to the 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028" marking the South line of the Rivers Tract of Land as described in deed, recorded in Auditor's File Number 2017000412, said Records; thence along said South line, and continuing along the South line of the Wyatt Tract of Land as described in deed, recorded in Auditor's File Number 2019000793, said Records, S86°06'17"E, 173.29 feet to a 5/8" x 30" Rebar with Yellow Plastic Cap inscribed "KC Dev. LS 38028"; thence continuing along the South line of said Wyatt Tract of Land, N78°48'03"E, 309.66 feet to the Westerly Right of Way line of Kanaka Creek Road, a variable width public roadway; thence along said Westerly Right of Way Line, along a line parallel and 20.00 foot distant and Westerly from the Centerline thereof, S22°45'31"E, 96.08 feet to a point of curvature; thence continuing along said Right of Way line, along the arc of a 593.00 foot radius curve concave to the Northeast, through a central angle of 15°41'18" (Chord bears S30°36'08"E, 161.86 feet) a distance of 162.37 feet to the Point of Beginning.

Containing 106,316 Square Feet (2.44 Acres).

EXHIBIT B

Unofficial
Copy

Skamania County, WA
Total \$206.50
EASE
Figs=4

2022-001906

09/15/2022 04:02 PM

Request of RICK V AND JULIE F MAY

Return Address:
Rick V and Julie F May
329 NW Kanaka Creek Road

Stinson WA 98648

00014274202200019060040042

Skamania County
Real Estate Excise Tax

N/A
SEP 15 2022

PAID N/A
Skamania County Treasurer

EASEMENT FOR ACCESS AND UTILITIES

Grantor: Rick V. May and Julie F. May

Grantee: Rick V. May and Julie F. May

Abbreviated Legal: Portion of the SE 1/4 of the SE 1/4 of Section 36, T3N, R7E, WM.

Assessor's Parcel Numbers: 03073644040000
03073644040200
03073644040700

The Grantor, Rick V. May and Julie F. May, owner of Adjusted Lot 400 and Adjusted Lot 402 of that Declaration of Boundary Line Adjustment in Auditor's File Number 2022-001746, Skamania County Records, Parcel Numbers 03073644040000 and 03073644040200, hereby conveys to Grantee, Rick V. May and Julie F. May, owner of Adjusted Lot 16, Adjusted Lot 400 and Adjusted Lot 402 of that Declaration of Boundary Line Adjustment in Auditor's File Number 2022-001746, Skamania County Records, Parcel Numbers 03073644040000, 03073644040200 and 03073644040700 their successors and assigns, a non-exclusive reciprocal easement for utilities over and across the real property described in Exhibit A herein, and depicted by Exhibit B herein.

The owner has executed this Easement for Access and Utilities to be effective upon recordation of this document.

IN WITNESS WHEREOF, this instrument was signed this 15 day of Sept, 2022.

GRANTOR & GRANTEE:

Rick V. May

Rick V. May

Julie F. May

Julie F. May

STATE OF WASHINGTON)

COUNTY OF ~~CLARK~~)

Skamania

I certify that I know or have satisfactory evidence that Rick V. May and Julie F. May are the persons who appeared before me and said persons acknowledged that they are authorized to execute the instrument as owner and acknowledged it to be their free voluntary act for the purposes mentioned in the instrument.

DATED: 9/15/22

E N Haddox
E N Haddox

Notary Public in and for the State of Washington

Residing at Skamania County

My appointment expires: 10/12/25.





EXHIBIT "A"

PO Box 398
Camas, WA 98607
360.834.2519
www.kcdevelopment.net

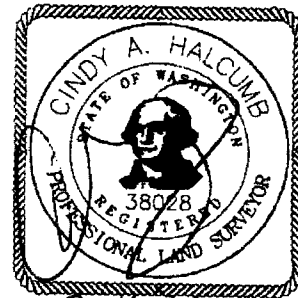
PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

Access & Utility Easement Legal Description September 14, 2022

A portion of the Shepard Donation Land Claim, situated in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Beginning at the 5/8" Rebar with Yellow Plastic Cap inscribed "KC DEV LS 38028" at the Southeast Corner of that Tract of Land described in deed, recorded in Auditor's File Number 2019000793, Skamania County Records, being a point on the Westerly Right of Way Line of Kanaka Creek Road, a variable width public roadway, which bears $S22^{\circ}45'31''E$, 110.00 feet from the 3/4" Iron Pipe marking the intersection of the Division Line of the Shepard Donation Land Claim with said Westerly Right of Way line; thence along said Right of Way Line, being a line parallel with and 20.00 feet distant and Westerly from the centerline thereof, $S22^{\circ}45'31''E$, 30.62 feet; thence leaving said line, along a line parallel with and 30.00 foot distant and Southerly from the South line of said Tract of Land in Auditor's File Number 2019000793, said Records, $S78^{\circ}48'03''W$, 319.77 feet; thence leaving said parallel line, $N89^{\circ}33'14''W$, 179.87 feet; thence $N57^{\circ}12'13''W$, 66.72 feet; thence $N48^{\circ}05'20''W$, 64.41 feet; thence $S75^{\circ}45'35''E$, 60.38 feet to the 5/8" Rebar with Yellow Plastic Cap inscribed "KC DEV LS 38028" at the Southwest Corner of that Tract of Land described in deed, recorded in Auditor's File Number 2017000412, said Records; thence along the South line of said Tract of Land, $S64^{\circ}50'28''E$, 55.84 feet to an angle point; thence continuing along said South line, and continuing along the South line said Tract of Land in Auditor's File Number 2019000793, said Records, $S86^{\circ}06'17''E$, 173.29 feet to an angle point; thence continuing along said South line, $N78^{\circ}48'03''E$, 309.66 feet to the point of beginning.

Containing 18,663 Square Feet.





1"=80'
BASIS OF BEARINGS
RECORD OF SURVEY IN
AUDITOR'S FILE NUMBER
2014001663 SKAMANIA
COUNTY RECORDS.

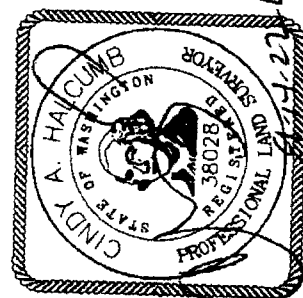
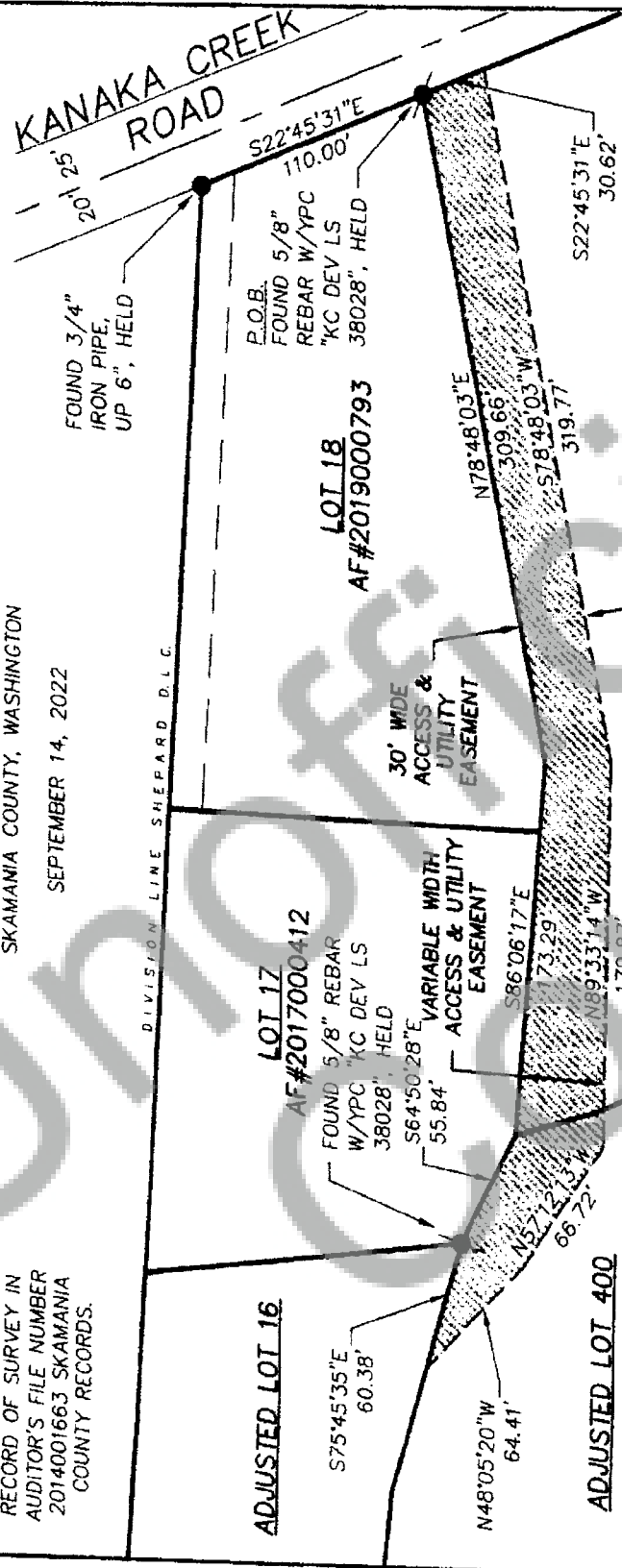
EXHIBIT "B"

ACCESS & UTILITY EASEMENT

A PORTION OF THE SHEPARD DONATION LAND CLAIM,
SITUATED IN THE SOUTHEAST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH,
RANGE 7 EAST, W.M.,
SKAMANIA COUNTY, WASHINGTON

SEPTEMBER 14, 2022

DIVISION LINE SHEPARD D.L.C.



PREPARED BY
KC
DEVELOPMENT
360.834.2519

PREPARED FOR
RICK AND
JULIE MAY

ADJUSTED LOT 402
AF#2020001028

LOT 18
AF#20190000793

LOT 17
AF#20170000412

ADJUSTED LOT 16

ADJUSTED LOT 400