

Skamania County, WA
Total: \$213.50
EASE
Pgs=11

2023-001856

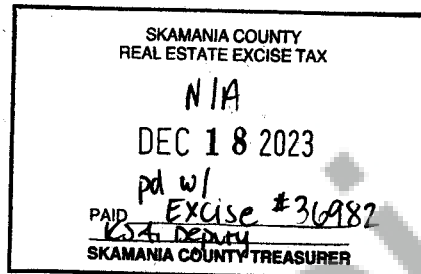
12/18/2023 12:30 PM

Request of: CLARK COUNTY TITLE



00017557202300018560110115

FILED FOR RECORD AT THE
REQUEST OF AND RETURN TO:
The Philip and Judith Temko Living Trust
4780 Hidden Oaks Rd.
Santa Rosa, CA 95404



Access Easement Agreement

CL13427 (3)

TITLE: ACCESS EASEMENT AGREEMENT
Reference Number(s) of Documents assigned or released: N/A
GRANTOR: COLUMBIA LAND TRUST, a Washington nonprofit corporation
GRANTEE: DANIEL TEMKO AND JUDITH L. TEMKO, TRUSTEES OF THE PHILIP AND JUDITH TEMKO LIVING TRUST
COUNTY: SKAMANIA
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) PTN SEC 7, T2N, R5EWM
Additional legal is in Exhibits A and B.
Assessor's Property Tax Parcels: 02 05 00 0 0 0700 00; 02 05 00 0 0 0701 00 (Land Trust); 02 05 00 0 0 0700 06; 02 05 00 0 0 0705 00 (Temko) Lm 12/18/23

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "**Agreement**") is effective as of the 14th day of December, 2023, (the "**Effective Date**") by and between COLUMBIA LAND TRUST, a Washington nonprofit corporation ("**Land Trust**") and DANIEL TEMKO AND JUDITH L. TEMKO, TRUSTEES OF THE PHILIP AND JUDITH TEMKO LIVING TRUST ("**Temko Trust**"). The Land Trust and the Temko Trust are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

RECITALS

The Land Trust owns certain real property located in Skamania County, Washington, as is more particularly described in the attached **Exhibit A ("Land Trust's Property")**. The Land Trust Property is the burdened property subject to this Agreement.

The Temko Trust owns certain real property located in Skamania County, Washington, as is more particularly described in the attached **Exhibit B ("Temko Trust's Property")**. The Temko Trust Property is the benefitted property subject to this Agreement.

The Temko Trust desires to obtain from the Land Trust, and the Land Trust desires to grant the Temko Trust, a non-exclusive easement over the Land Trust Property that provides access to Land Trust's Property pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of TEN and NO/100 DOLLARS, and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Grant of Easement.** Subject to the terms hereof, the Land Trust, for and in consideration of the strict observance of and compliance with, the terms and conditions set forth in this Agreement, hereby grants to the Temko Trust an appurtenant, non-exclusive right of way easement (the "**Easement**") for pedestrian use of an existing trail (the "**Trail**") located on the Land Trust Property running from the Temko Trust Property onto the Land Trust Property, all located approximately as shown on the attached **Exhibit C (the "Easement Area")**
2. **Purpose of Easement.** The rights granted hereunder are conveyed by the Land Trust solely for the purpose of providing the Temko Trust Permittees (defined below) walking ingress and egress to and from Land Trust's Property for the purpose of

reaching and accessing the Land Trust's Property, including the Washougal River for recreation, such as fishing and swimming.

3. **Permittees.** Members of the Temko family and their invitees are sometimes referred to herein collectively as the "**Land Trust Permittees**".
4. **Reservation of Rights.** The Land Trust reserves for itself and its permittees, the right at all times for any purpose, to use, cross, recross, maintain, patrol and repair the Trail in any manner that will not unreasonably interfere with the rights of Temko Permittees. The Land Trust reserves the right to relocate the Trail in the Land Trust's reasonable discretion.
5. **Trail Maintenance.** Neither party has any obligation to maintain the Trail. The Temko Trust may maintain the Trail to its condition and at its location on the date of this Agreement. If the Temko Trust wishes to move or enlarge the current Trail, it must first obtain the written consent of the Land Trust, which the Land Trust may withhold or grant at its discretion. The Temko Trust shall bear all costs of Trail maintenance the Temko Trust chooses to perform. The Land Trust shall bear all costs of Trail maintenance the Land Trust chooses to perform.
6. **Assignment.** The Temko Trust may only assign or transfer any of its rights under this Agreement in the event of a sale or transfer of the Temko Trust Property to a descendant, by blood or adoption, of Philip and Judith Temko. If at any time the property is owned by someone other than a descendant, by blood or adoption, of Philip and Judith Temko, then this Easement shall be extinguished.
7. **Successors and Assigns.** Subject to the limitations in Section 6, the rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties.
8. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.
9. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or

implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other authority by reason of such Party having structured, written, drafted or dictated such provisions. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement.

10. **Attorneys' Fees.** In the event any arbitration, action, suit, or legal proceeding is instituted by either Party to this Agreement, the Prevailing Party shall be entitled to recover from the non-Prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "Prevailing Party" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.
11. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating Party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other Party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating Party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating Party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding Party will choose the arbitrator from that list. Each candidate must have at least 15 years of real estate law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the parties and judgment on any award may be enforced in any court having jurisdiction thereof. The arbitration shall be held in Clark County, Washington.
12. **Notices.** All notices given hereunder or in regard to this Agreement shall be in writing and the same shall be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier, on the next business day following the date on which the notice was sent,

or (iii) if mailed, when placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five days advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses are as follows:

If to Temko Trust: The Philip and Judith Temko Living Trust
4780 Hidden Oaks Rd
Santa Rosa, CA 95404

If to Land Trust: Stewardship Director
Columbia Land Trust
850 Officers' Row
Vancouver, WA 98661

With a copy to: General Counsel
Columbia Land Trust
850 Officers' Row
Vancouver, WA 98661

13. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. The Parties also agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court serving the county in which the Easement Area is located. The Parties waive any right to a claim of *forum non conveniens*.

[Signatures on following pages]

IN WITNESS WHEREOF, this Agreement is executed on the date of the acknowledgment below but shall be effective for all purposes as of the Effective Date.

COLUMBIA LAND TRUST

By: [Signature]

Name: MEG RUTLEDGE

Title: EXECUTIVE DIRECTOR

STATE OF WASHINGTON)

COUNTY OF Clark)

On this 14th day of December, 2023, before me personally appeared MEG RUTLEDGE to me known to be the EXECUTIVE DIRECTOR of Columbia Land Trust, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument.

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



[Signature]
Notary Public in and for the State of Washington

Printed Name: PAMELA SWEARINGEN

Residing at: BATTLE COUNTRY

My appointment expires: 3-22-2025

THE PHILIP AND JUDITH TEMKO LIVING TRUST

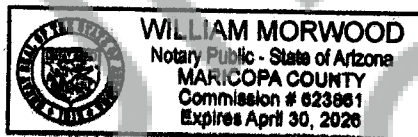
12/14/2023
Date

Daniel Temko
Daniel Temko, Co-Trustee

STATE OF Arizona)
COUNTY OF Maricopa) ss

On this 14th day of December, 2023, personally appeared before me Daniel Temko known to be a Co-Trustee of The Philip and Judith Temko Living Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said living trust, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said living trust.

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



William Morwood
Notary Public in and for the State of Arizona, residing at Maricopa County.
My appointment expires 4/30/2026

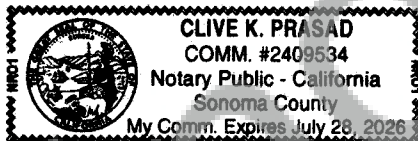
December 15 2023
Date

Judith Temko
Judith J. Temko, Co-Trustee

STATE OF CALIFORNIA)
COUNTY OF SONOMA) ss

On this 15 day of DECEMBER, 2023, personally appeared before me Judith J. Temko known to be a Co-Trustee of The Philip and Judith Temko Living Trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said living trust, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument for said living trust.

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



CP
Notary Public in and for the State of
California, residing at SONOMA
My appointment expires 07-28-26

EXHIBIT A
The Land Trust Property

S&F Land Services

901 NW Carlton Ave. Ste 3 Bend, OR 97703
(541) 797-0954 — www.sflands.com

PROJECT NO. 2023-G053-06
MAY 8, 2023
MJF

LEGAL DESCRIPTION

PARCEL 1

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

GOVERNMENT LOTS 1, 2, 3, 4 AND THE EAST HALF OF THE WEST HALF OF SECTION 7.

EXCEPTING THEREFROM, THE EAST 736.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 150.00 FEET OF THE EAST 736.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SAID SECTION 7.

ALSO EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE BOUNDARIES OF SKAMANIA MINES ROAD.

THIS DESCRIPTION CONTAINS 303.69 ACRES, MORE OR LESS



EXHIBIT B
The Temko Trust Property

S&F Land Services
901 NW Carlton Ave. Ste 3 Bend, OR 97708
(541) 797-0954 — www.sflands.com

PROJECT NO. 2023-G053-06
MAY 8, 2023
MJF

LEGAL DESCRIPTION

PARCEL 2

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 736.00 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH 150.00 FEET OF THE EAST 736.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL OF SAID SECTION 7.

EXCEPTING THEREFROM, ANY PORTION LYING WITHIN THE BOUNDARIES OF SKAMANIA MINES ROAD.

THIS DESCRIPTION CONTAINS 23.29 ACRES, MORE OR LESS

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



EXHIBIT C
The Easement Area
For Trail

