



After Recording Return to:

Birkenfeld Heritage, LLC  
c/o Mary Lee Birkenfeld  
2642 Szydlo Road  
Carson, WA 98610

Skamania County  
Real Estate Excise Tax

N/A  
MAR 18 2024

PAID N/A  
Skamania County Treasurer  
RSA Deputy

### DECLARATION OF EASEMENT

Document: Declaration of Easement ("Agreement")

PARCEL A Owner: Birkenfeld Heritage, LLC

PARCEL A Reference: 04-07-00-0-0-01800-00

PARCEL B Owner: Samuel & Seraya Jones, Husband and Wife

PARCEL B Reference: 04-07-00-0-0-0200-00, 04-07-00-0-0-0200-06

### RECITALS

WHEREAS, Birkenfeld Heritage, LLC ("Parcel A Owner") owns the real property described in Exhibit A ("Parcel A").

WHEREAS, Samuel and Seraya Jones, Husband and Wife ("Parcel B Owner") owns the real property described in Exhibit B ("Parcel B").

WHEREAS, the Parcel A Owner intends to convey to the Parcel B Owner a 30-foot-wide non-exclusive easement for ingress and egress across Parcel A to provide the Parcel B Owner access to Parcel B, and;

WHEREAS, the Parcel B Owner intends to convey to the Parcel A Owner a 30-foot-wide non-exclusive easement for ingress and egress across Parcel B to provide the Parcel A Owner access to Parcel A, and;

WHEREFORE, the parties agree as follows:

1. **Easement:** The Parcel A Owner hereby grants and conveys to the Parcel B Owner, and their heirs and assigns, a 30-foot-wide, perpetual, non-exclusive easement over and across Parcel A as shown in Exhibit "C" prepared by the owners of Parcel A and the owners of Parcel B.

Further, the Parcel B Owner hereby grants and conveys to the Parcel A Owner, and their heirs and assigns, a 30-foot-wide, perpetual, non-exclusive easement over and across

Parcel B as shown in Exhibit "C" prepared by the owners of Parcel A, and the owners of Parcel B.

2. **Purpose:** The purpose of the/these easements, as shown on Exhibit "C" and as described herein, is to permit the owners of Parcel A and Parcel B and their heirs and assigns ingress and egress access to their individual parcels.
3. **Permitted Use:** The Parcel A Owner and Parcel B Owner can use the/these easements that cross Parcel A and Parcel B for the purpose of accessing, using, maintaining, and enjoying their individual parcel. Neither Parcel A, nor Parcel B Owner shall make any use of the/these easements which interferes with the other party's use. A party's permitted use includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees. A party's use includes the right, and grant to install, as deemed necessary by the individual Parcel owners for benefit of their Parcel, to install or cause to be installed utilities.
4. **Maintenance of the Easement:** The easement, or a portion thereof, as shown on Exhibit "C" runs across and along an existing packed dirt roadway, traversable by passenger car, and previously installed by the Parcel A Owner. Except in the event of an emergency, each of the Parcel Owners shall have the sole responsibility and authority to maintain that portion of the easement than runs across their individual parcel; EXCEPT that if either party causes any damage to the easement, other than normal wear and tear, they will be solely responsible to repair and restore the easement.
5. **Indemnification and Hold Harmless:** Parcel A Owner and Parcel B Owner shall indemnify and hold the other(s) harmless from any and all liability associated with any of their use of the easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement. Likewise, each Parcel A and Parcel B Owner shall indemnify and hold the other harmless from any and all liability, associated with their use of the/these easements, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement.
6. **Duration of Easement:** This Agreement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefitted and burdened.
7. **Attorney Fees:** In the event any party hires an attorney to defend or enforce this Agreement, the prevailing party shall be entitled to their costs, including reasonable attorney's fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed.
8. **Waiver:** The failure by any party at any time to require strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Agreement.
9. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.

10. **Reviewed by the Parties:** The parties hereby represent that they have been provided an opportunity to be represented by counsel of their own choosing with regard to this transaction, and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
11. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Washington. The parties therefore agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of Washington.

GRANTOR(S)

PARCEL A OWNER

Abuelho, member  
BIRKENFELD HERITAGE, LLC

PARCEL B OWNER

Hyman

GRANTEE(S)

PARCEL A OWNER

Abuelho, member  
BIRKENFELD HERITAGE, LLC

PARCEL B OWNER

Hyman

Exhibit A

Parcel A – Birkenfeld Heritage, LLC

A tract of land being in the East half of the Southeast quarter of Section 9; The West half of the Southwest quarter and Southeast quarter of the Southwest quarter of Section 10; The Northeast quarter of the Northeast quarter of Section 16; all in Township 4 North, Range 7 East, of the Willamette Meridian, County of Skamania and State of Washington, being particularly described as follows:

Lot 2 of Ann's Short Plat, recorded in Book 3, Page 376 of Skamania County Records.

Exhibit B

Parcel B – Jones

Commencing at the SW corner of Section 10, T4N, R7E, W.M. Skamania County, Washington;  
Thence South 88°54'46" East along the South line of said Section, a distance of 1640.88 feet to the East  
line of the Right of Way of Wind River Road;

Thence North 30°46'26" West along said Right of Way, a distance of 453.71 feet to the Point of  
Beginning;

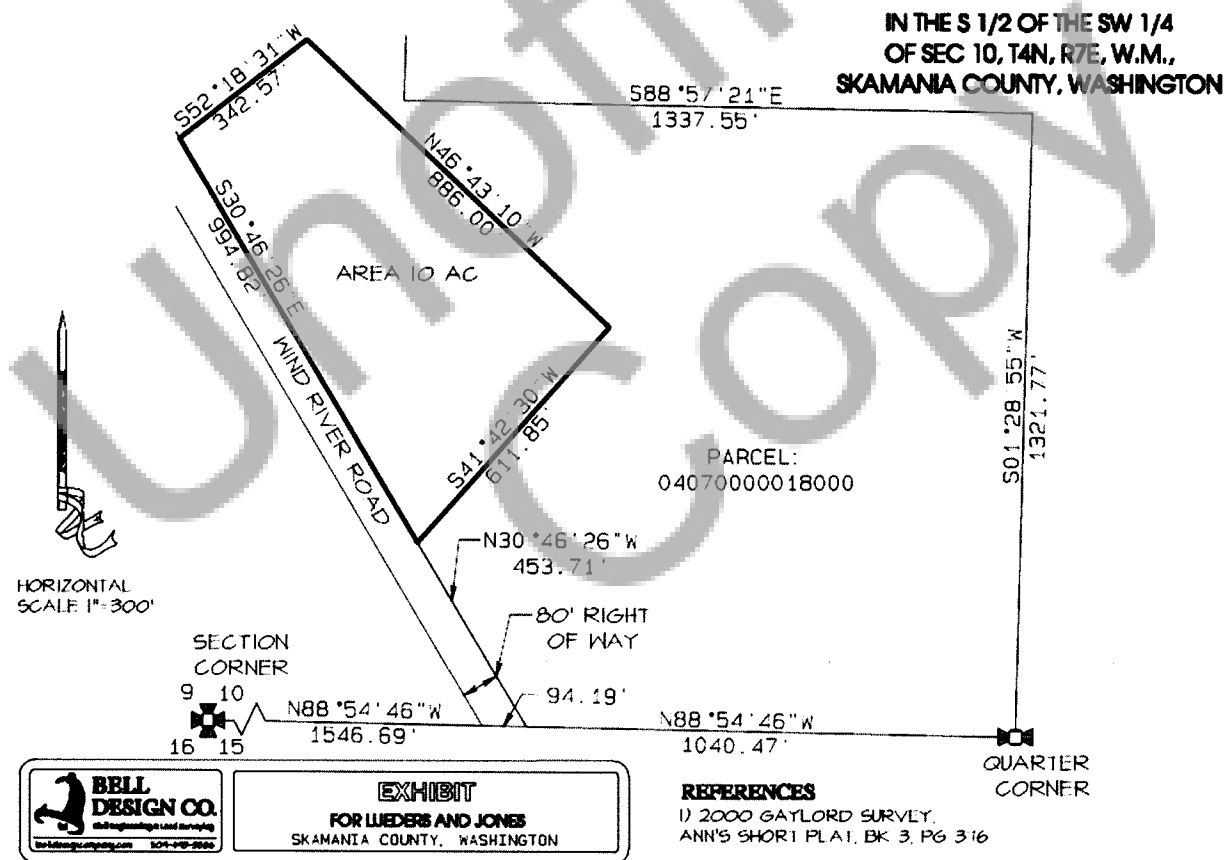
Thence North 41°42'30" East, a distance of 611.85 feet;

Thence North 46°43'10" West, a distance of 886.00 feet;

Thence South 52°18'31" West, a distance of 342.57 feet to the East line of the Right of Way of Wind  
River Road;

Thence South 30°46'26" East along said Right of Way, a distance of 994.82 feet to the Point of  
Beginning.

Containing 10.10 ACRES, more or less.



# Exhibit C

## Easements

