



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 19 2024

PAID N/A  
K. K. Deputy Skamania County Treasurer

DECLARATION OF EASEMENT

Document: Declaration of Easement ("Agreement")

PARCEL A Owner: Birkenfeld Heritage, LLC

PARCEL A Reference: 02-05-18-0-0-0200-00, 02-05-18-0-0-0200-06  
02-05-18-0-0-0200-80

PARCEL B Owner: Hayden & Lilyanna Golphenec, Husband and Wife

PARCEL B Reference: 02-05-18-0-0-0205-00, 02-05-18-0-0-0205-06  
02-05-18-0-0-0205-80

PARCEL C Owner: John & Heather Thompson, Husband and Wife

PARCEL C Reference: 02-05-18-0-0-0210-00, 02-05-18-0-0-0210-06  
02-05-15-0-0-0210-80

RECITALS

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

WHEREAS, Hayden & Lilyanna Golphenec, Husband and Wife ("Parcel B Owner") owns the real property described in Exhibit A - Parcel B.

WHEREAS John & Heather Thompson, Husband and Wife ("Parcel C Owner") owns the real property described in Exhibit A - Parcel C

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

WHEREAS, the Parcel B Owner intends to convey to the Parcel A Owner and Parcel C 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 the Parcel C Owner access to Parcel C, and;

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

WHEREFORE, the parties agree as follows:

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

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

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

2. **Purpose:** The purpose of the/these easements, as shown on Exhibit B and as described herein, is to permit the owners of Parcel A, Parcel B and Parcel C and their heirs and assigns ingress and egress access to their individual parcels.
3. **Permitted Use:** The Parcel A Owner, Parcel B Owner and Parcel C Owner can use the/these easements as described herein, that cross their individual parcels for the purpose of accessing, using, maintaining, and enjoying their individual parcel. Neither Parcel A, Parcel B nor Parcel C 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 or cause to be installed utilities, as deemed necessary by the individual Parcel owners for benefit of their Parcel.
4. **Maintenance of the Easement:** The easement, or a majority portion thereof, as approximately shown on Exhibit B, 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 that 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, Parcel B Owner and Parcel C 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, Parcel B and Parcel

C 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

Ann Scheels, member  
Breckenfeld Heritage, LLC

PARCEL B OWNER

Angela Crawford & John Green

PARCEL C OWNER

Heather and John Thompson

GRANTEE(S)

PARCEL A OWNER

Ann Scheels, member  
Breckenfeld Heritage, LLC

PARCEL B OWNER

Angela Crawford & John Green

PARCEL C OWNER

Heather and John Thompson

**Exhibit A, Parcel A - Birkenfeld Heritage, LLC**

The Fractional Northwest Quarter of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, County of Skamania and State of Washington, being also Government Lots 3, 4, and 5 in said Northwest quarter.

EXCEPTING THEREFROM that portion which lies within the 300 foot strip of land in the United States of America, Bonneville Power Administration's electric transmission line as set forth in Judgement on the Declaration of Taking in Suit No. 368 of the District Court of the United States for the Western District of Washington, Southern Division and recorded June 9, 1942 in Book 29, Page 129 of Skamania County Records.

**Exhibit A, Parcel B – Golphenee**

Beginning at a point at the intersect of the North line of the Bonneville Power Administration Right of Way as described in the Declaration of Taking Suit No. 368 as recorded in Book 29, Page 129 of Skamania County Records and the West line of the NW ¼ of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, said point being North 00°01'05" East, a distance of 1.85 feet, more or less, from the SW corner of said NW 1/4; Thence North 00°01'05" West along West line of said Section, a distance of 414.00 feet;

Thence South 89°28'22" East, a distance of 1100.00 feet; Thence South 00°01'05" East, a distance of 381.49 feet to the North line of said BPA right of way;

Thence North 89°05'48" West along said right of way, a distance of 41.06 feet

Thence South 88°45'12" West along said right of way, a distance of 1059.14 feet to the Point of Beginning.

Containing 10.02 ACRES, more or less.

Above said parcel is subject to an access easement over the West 30 feet of above described parcels.

**Exhibit A, Parcel C – Thompson**

Commencing at a point at the intersect of the North line of the Bonneville Power Administration Right of Way as described in The Declaration of Taking Suite No. 368 as recorded in Book 29, Page 129 of Skamania County Records and the West line of the NW ¼ of Section 18, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, said point being North 00°01'05" East, a distance of 1.85 feet, more or less, from the SW corner of said NW 1/4;

Thence North 00°01'05" West along the West line of said Section, a distance of 414.00 feet to the point of beginning;

Thence North 00°01'05" West along said West line, a distance of 400.00 feet;

Thence South 89°28'22" East, a distance of 1100.00 feet; Thence South 00°01'05" East, a distance of 400.00 feet;

Thence North 89°28'22" West, a distance of 1100.00 feet to the Point of Beginning.

Containing 10.10 ACRES, more or less.

## Exhibit B – Easements (Map)

