AFTER RECORDING, PLEASE RETURN TO:

Clark Regional Wastewater District
P.O. Box 8979
Vancouver, WA 98668-8979

ACCESS EASEMENT

Grantor(s):	Battle Ground School District No. 119
Grantee(s):	Clark Regional Wastewater District, a Washington sewer district
Short Legal Description:	#13 NW ¼ Section 28 T3N R2E WM [Complete legal description of easement on Exhibit B]
Assessor's Property Tax Parcel/Account Number(s):	198311-000
Reference Number(s) of Documents Assigned or Released:	N/A

THIS ACCESS EASEMENT (**"Easement"**) is made this _____ day of _____, 2026, ("**Effective Date**") by and between Battle Ground School District No. 119 (**"Grantor"**) and the CLARK REGIONAL WASTEWATER DISTRICT, a Washington sewer district (**"Grantee"**) (individually a "**Party**" and collectively the "**Parties**"). The parties agree as follows:

1. Grantor's Real Property. Grantor is the fee owner of the real property which is legally described on **Exhibit A**, attached hereto and incorporated herein (**"Grantor's Property"**).

2. Grant of Perpetual Easement. Grantor, for valuable consideration, the receipt of which is hereby acknowledged, conveys and warrants to Grantee, its successors and assigns, a perpetual, nonexclusive easement for ingress and egress

("**Access Easement**") under, over, through, and across the portion of Grantor's Property which is legally described on **Exhibit B**, attached hereto and incorporated herein ("**Access Easement Area**") and shown on the map attached as **Exhibit C**.

3. Purpose. This Access Easement is for the purpose of ingress and egress to the Facilities located within the Access Easement Area on the Grantor's Property.

4. Access. Grantee shall have the right at all times as may be necessary, without notice and without prior institution of any suit or proceeding at law or equity, to enter upon Grantor's Property for the purposes of exercising its right under this Access Easement.

5. Restoration. If the Access Easement Area is disturbed by Grantee's use of the Access Easement Area, Grantee shall restore the surface of the Access Easement Area as nearly as practicable to the condition in which it existed at the commencement of the use of the Access Easement Area.

6. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any and all claims and causes of action of every kind and description which may be suffered by any person or property, to the extent such claims and actions arise out of or result from Grantee's negligence or willful misconduct in Grantee's use of the Access Easement Area.

7. Binding Effect. This Access Easement and the rights and obligations under this Access Easement are intended to and shall run with the land and shall benefit and bind the Parties and their respective successors, heirs and assigns.

8. Title. Grantor warrants that Grantor owns fee title to Grantor's Property and warrants Grantee's quiet enjoyment of this Access Easement.

9. Entire Easement; Recitals; Amendment. This Access Easement represents the entire agreement of the Parties with respect to the subject matter hereof. The Recitals shall be deemed a part of this Access Easement. This Access Easement may only be modified by a written document signed by the Parties.

10. Authority. If Grantor is an entity, the person signing this Access Easement on behalf of Grantor represents that he or she has full authority to sign this Access Easement on behalf of Grantor.

11. Attorneys' Fees. If either Party brings any suit or other proceeding arising out of or in connection with this Access Easement, the prevailing Party (as determined by the court or other authority before which such suit or proceeding is commenced) shall, in addition to such other relief as may be awarded, be entitled to recover reasonable attorneys' fees and costs.

12. Counterparts. This Access Easement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Access Easement as of the Effective Date.

GRANTOR:

_____

_____

_____

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the _____ of _____ to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME:_____
(Print Name)
Notary Public in and for the State of Washington.
Commission Expires: _____

CLARK REGIONAL WASTEWATER DISTRICT

By: _____
John M. Peterson, PE
Its: General Manager

STATE OF WASHINGTON)
) ss:
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the General Manager of Clark Regional Wastewater District to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.

DATED: _____

_____

NAME:_____
(Print Name)
Notary Public in and for the State of Washington.

Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

507

Bk. D-30, Pg. 507

GROTH

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # 3507 Date 3-12-56
For details of tax paid see
Affd. #
Eva King Burgen
Clerk County Treasurer
By Barbara Crowley
Deputy

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the Grantors, ARTHUR A. GROTH and DORA BAKER GROTH, husband and wife, for and in consideration of the sum of $10.00 and other good and sufficient consideration to them paid, receipt of which is hereby acknowledged, convey and warrant unto BATTLE GROUND SCHOOL DISTRICT No. 119, a municipal corporation, the following described real property situated in Clark County, Washington, to-wit:

An undivided one-fifth (1/5th) interest in and to:

The West half of the following described tract of land, to-wit:

Beginning at the Northwest corner of the East half of the Nrthwest quarter of Section 28, Township 3 North Range 2, East of the Willamette Meridian; thence south 20 chains; thence East 15 chains; thence North 20 chains; thence West 15 chains to the point of beginning.

EXCEPT County roads.

ALSO: That certain portion of the Northeast quarter of the Northwest quarter of Section 28, Township 3 North, Range 2, East of the Willamette Meridian, described as follows:

Beginning at an iron pipe on the North line of Section 28, Township Three (3) North, Range Two (2), East of the Willamette Meridian, that is South 89°44' West, a distance of 336.80 feet from the quarter corner on the North boundary of said Section 28; thence South 1°30'54" West, a distance of 908.12 feet; thence South 89°44' West, a distance of 496.22 feet; thence North 1°21'12" East, a distance of 908.0 feet to the North line of the aforementioned Section 28; thence along said line North 89°44' East a distance of 498.85 feet to the point of beginning.

EXCEPT the East 16.5 feet for private road purposes.

TOGETHER with water, water rights affecting the general area arising from that certain Certificate of Ground Water Rights, from State Supervisor of Hydraulics, to Arthur A. Groth, dated October 17, 1952, recorded October 27, 1952 in volume "B" of plats, page 407, under auditor's file No. G113390, records of Clark County, Washington.

DATED this 9 day of March, 1956.

Arthur A. Groth

Dora Baker Groth

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

THIS IS TO CERTIFY that before me, the undersigned Notary Public, on this 9 day of March, 1956, personally appeared Arthur A. Groth and Dora Baker Groth, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed the same as their own free and voluntary acts and deeds for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signature this 9 day of March, 1956.

Notary Public in and for the State of Washington,
residing at Vancouver, therein

Recorded Mar. 12, 1956 at 3:23 P.M., by Fletcher-Daniels Title Co.

Bruce Worthington, County Auditor

OLSON ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

EXHIBIT B

LEGAL DESCRIPTION OF SEWER EASEMENT

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT
ASSESSOR'S TAX PARCEL # 198311-000

May 7, 2020

A parcel of property located in the Northeast quarter of the Northwest quarter of Section 28, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington, said parcel being 30.00 feet in width and lying 15.00 feet on each side of the following described:

COMMENCING at the Northwest corner of said Section 28;

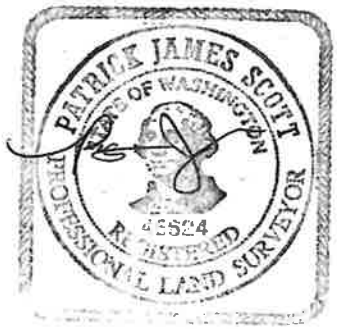
THENCE South 89° 40' 13" East along the North line of said Northwest quarter of said Section 28 a distance of 1359.66 feet to the centerline of N.E. 97th Avenue;

THENCE South 01° 57' 40" West along said centerline 657.54 feet to the TRUE POINT OF BEGINNING;

THENCE South 88° 02' 20" East 80.00 feet to the terminus of said centerline.

The sidelines shall be lengthened or shortened to intersect each other and the East right of way line of N.E 97th Avenue.

EXCEPT Public Roads.

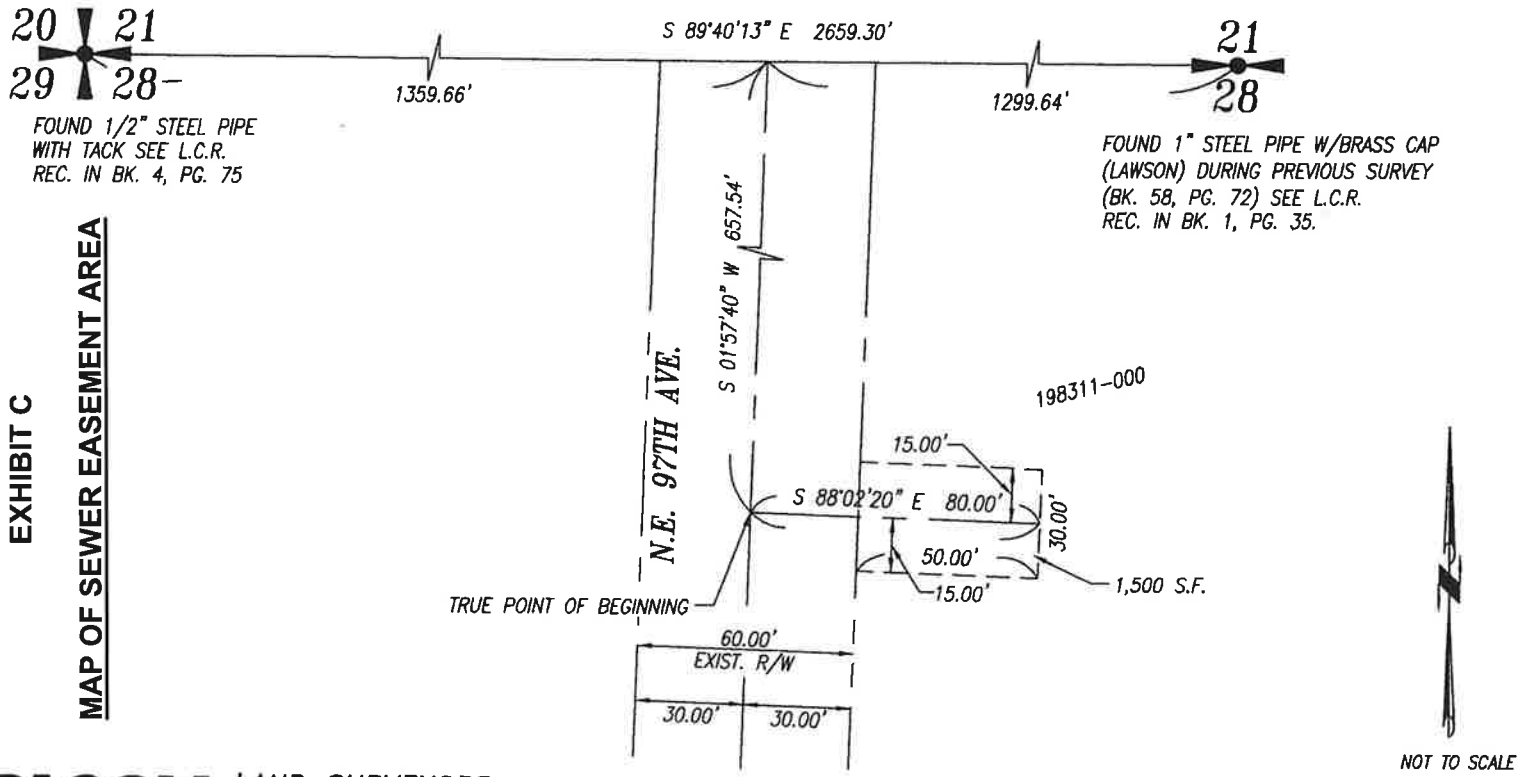


5-11-2020

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jkt

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT

LYING IN THE NE 1/4 OF THE NW 1/4, SECTION 28,
T. 3 N., R. 2 E., W.M.,
CLARK COUNTY, WASHINGTON



OLSON ENGINEERING INC.
LAND SURVEYORS
ENGINEERS
1-360-695-1385
1-503-289-9936
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

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