

Filed for Recording at the Request of
and AFTER RECORDING MAIL TO:

Mark L. and Amy J. Mills
4640 West Dry Creek Road
Ellensburg WA 98926



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Kittitas Co Auditor LATHROP ET AL EAS

REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY *Jay [Signature]*
DATE *09-22-2005*

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DOCUMENT TITLE:	NON-EXCLUSIVE EASEMENT
GRANTOR:	OLSON DITCH
GRANTEE:	MARK L. MILLS and AMY J. MILLS, husband and wife
LEGAL DESCRIPTION:	Sec. 20, Twp 18, Rge 18; Ptn E1/2 SE1/4 (Parcel 5, B27/P164-166
ASSESSOR'S TAX PARCEL NUMBER:	18 18 20040 0013

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NON-EXCLUSIVE EASEMENT

OLSON DITCH, Grantor, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid, conveys and grants to MARK L. MILLS and AMY MILLS, husband and wife, Grantees, a non-exclusive easement for residential ingress and egress, over and across the Olson Ditch from Dry Creek Road over the existing driveway which now serves the following described real property owned by Grantee:

Lot 5 of Survey as recorded May 16, 2002 and filed in Book 27 of Surveys, Pages 164-165 and 166, under Auditor's File No. 200205160029, being a portion of the Southeast 1/4 of Section 20, township 18 North, Range 18 East, W.M. Kittitas County, Washington.

Maintenance of the Easement. The cost of maintaining, repairing, enlarging, or improving any road, utilities, or improvements located on the Easement, shall be the responsibility of Grantee.

Indemnification. Grantee agrees to indemnify and hold the Grantor harmless from and against any claim, cause of action, or other assertions of liability, including attorney fees and costs, arising as a result of their negligence or intentional acts or omissions or the negligent or intentional act or omission of their authorized agents, employees, or contractors relating to or arising out of the use of the easement described herein.

Eminent Domain. If the Easement, or any part thereof, is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be wholly payable to the fee owner of the portion of the easement area which is taken.

Lathrop, Winbauer, Harrel, Slothower & Denison L.L.P.
Attorneys at Law
PO Box 1088/201 West 7th Avenue
Ellensburg, WA 98926
Fax (509) 962-8093
Tel (509) 925-6916

If all or any part of the easement area is taken, this easement shall terminate with respect to the portion so taken and the obligations hereunder of Grantee shall automatically cease and terminate.

Legal Expenses. If any party is required to bring or maintain any action (including assertion or any counterclaim or cross claim, or claim in a proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this easement to an attorney for the enforcement in any of the covenants, conditions, or restrictions, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal.

Binding Effect. Said easement shall run with the land and shall be binding upon the parties heirs, successors and assigns.

Titles and Headings. Titles and headings are for descriptive purposes only and do not control or alter the meaning of this agreement or any provision thereunder as set forth herein.

DATED this 14 day of September, 2005.

OLSON DITCH

By: Pat Taylor
Pat Taylor

STATE OF WASHINGTON)
) ss.
County of Kittitas)

I certify that I know or have satisfactory evidence that PAT TAYLOR is the individual who appeared before me, and said individual acknowledged that he signed this instrument on behalf of the OLSON DITCH and acknowledged it as his free and voluntary act and deed for the uses and purposes mentioned in the instrument and on oath stated that he is authorized so to do..

Dated this 14 day of September, 2005.

JAIME L. DICK
STATE OF WASHINGTON
NOTARY — — PUBLIC
MY COMMISSION EXPIRES 08-09-08

Jaime L. Dick
Printed Name: Jaime L. Dick
Notary Public in and for the State of Washington
My Commission Expires: 08-09-08

Taylor, Pat Olson Mills Easement