

Return Address:

Mitch Patton
PO Box 1101
Carson WA.

| | |
|--|--|
| Document Title(s) or transactions contained herein: Right Away Easement | |
| GRANTOR(S) (Last name, first name, middle initial) Hoffman James Trustee | |
| <input type="checkbox"/> Additional names on page _____ of document. | |
| GRANTEE(S) (Last name, first name, middle initial) Patton Mitch ETAL | |
| <input type="checkbox"/> Additional names on page _____ of document. | |
| LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) S2 SW4 Sec 32, T2N, R5E | |
| <input type="checkbox"/> Complete legal on page _____ of document. | |
| REFERENCE NUMBER(S) of Documents assigned or released: | |
| <input type="checkbox"/> Additional numbers on page _____ of document. | |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 1-5-5-2-2-700 1-5-5-100 | |
| <input type="checkbox"/> Property Tax Parcel ID is not yet assigned | |
| <input type="checkbox"/> Additional parcel numbers on page _____ of document. | |
| The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information. | |

After recording return to:

Malcolm E. Johnson
211 E. McLoughlin Blvd.
Suite 110
Vancouver, WA 98663-3368

REAL ESTATE EXCISE TAX
N/A
OCT 22 2004
PAID N/A
[Signature]
SKAMANIA COUNTY TREASURER

RIGHT-OF-WAY AND EASEMENT

On this, the ____ day of July 2004, for Ten Dollars (\$10.00) and other valuable consideration, James Hoffman, Trustee of the James Hoffman Revocable Living Trust whose address is 4082 Canyon Creek Road, Washougal, WA 98671 ("Grantor"), does hereby grant, sell and convey to Mitch Patton, a married man, and Luella B. Patton, a single woman, whose address is P.O. Box 1101 Carson, WA 98610 ("Grantees"), and their successors and assigns, a right-of-way and easement ("Easement") for ingress, egress, and to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate utilities which may be over, under and through the land described below. Grantor warrants that they are the owners in fee simple of their respective properties situated in the County of Skamania, State of Washington, over which the following easement is granted, to wit:

SEE LEGAL DESCRIPTION FOR MITCH PATTON—EASEMENT FROM HOFFMAN TO PATTON, ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE AS EXHIBIT "A."

The Easement is 60 feet wide, and located 30 feet on each side of the line designated "Proposed Boundary Line Approximate Centerline of Gravel Road" which is depicted on Exhibit "A."

This Easement conveys to Grantees the right of ingress and egress to and from, and access on and within said easement, with the right to use existing and future roads therein for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining utilities, and the addition, removal or replacement of same at will, either in whole or in part.

Grantees shall have the right to cut and to keep clear without payment of damages all trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with ingress and egress or the construction operation, inspection, protection, maintenance and use of utilities.

Grantees shall possess the above-described rights and Easement, together with all rights necessary to operate, protect and maintain utilities, if any, within the right-of-way granted to the Grantees, their successors and assigns. Grantees may assign the rights and Easement granted under this agreement, either in whole or in part, subject to the terms of this grant, with such rights and

Easement deemed to be covenants running with the land and to be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantees may at any time permanently abandon said right-of-way and Easement and, at their discretion, may remove or abandon in place the utilities constructed on it. Upon such abandonment action, Grantees may, at their discretion, execute and record a reconveyance and release of this Easement whereupon this right-of-way and Easement with all rights and privileges mutually granted shall be fully canceled and terminated.

Grantor reserves the right to use and enjoy said property except for the purposes granted in this Easement.

Grantees shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury which may result from Grantees's use of this easement for ingress or egress, or the construction, operation and maintenance of the utilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor, his agents or employees.

Grantor agrees to indemnify Grantees against any environmental liability that predates the date of this Easement or that was caused solely by the Grantor's actions or inaction's.

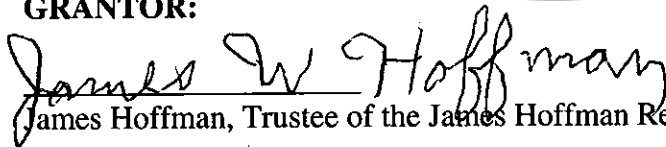
Grantees shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other liens on said land and shall be subrogated to such lien and rights.

It is mutually understood and agreed that this Easement and the attached exhibits, as written, cover and include all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this agreement.

The terms, conditions and provisions of this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND AGREEMENT THIS ____ DAY OF July 2004.

GRANTOR:



James Hoffman, Trustee of the James Hoffman Revocable Living Trust

Carson, WA 98610

(GRANTEES):

Mitch Patton

Mitch Patton
P.O. Box 1101
Carson, WA 98610

Luella B. Patton

Luella B. Patton P.O.A.
P.O. Box 1101 Luella B Patton
Carson, WA 98610

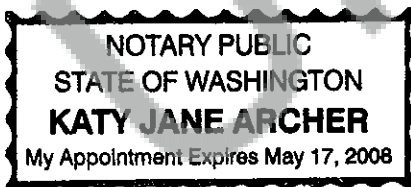
ACKNOWLEDGMENTS

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

On the 21st day of October 2004, personally appeared before me James Hoffman, Trustee of the James Hoffman Revocable Living Trust, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 21st day of October 2004.



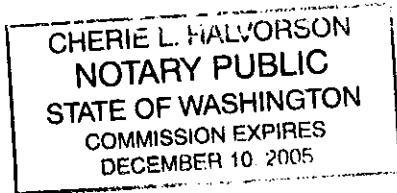
James Hoffman
Notary Public in and for the State of Washington
Residing at White Salmon, Washington
My Commission Expires: 5/17/08

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

On the 22nd day of October 2004, personally appeared before me Mitch Patton to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd ^{October} day of ~~July~~ 2004.



Cherie L. Halvorson
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission Expires: Dec. 10, 2005

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA)

On the ____ day of July 2004, personally appeared before me Luella B. Patton to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of July 2004.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION
FOR
EASEMENT FROM HOFFMAN TO PATTON:

An easement for ingress, egress, and utilities over a portion of the South half of the Southwest quarter of Section 32, Township 2 North, Range 5 East, and the North half of the Northwest quarter and the Northeast quarter of Section 5, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a brass cap marking the Quarter Corner between Sections 32 and 5, as shown in Book 3 of Surveys, page 431, Skamania County Auditor's Records; thence South 89° 07' 08" East, along the South line of the Southeast quarter of Section 32, for a distance of 206.00 feet to the TRUE POINT OF BEGINNING of the following described centerline (the sidelines of said easement are to be extended or shortened to terminate on a line that bears South 89° 07' 08" East from the POINT OF BEGINNING); thence South 48° 16' 00" West, 42.00 feet; thence, along the arc of a 97.00 foot radius curve to the right, through a central angle of 50° 00' 00" East, for an arc distance of 84.65 feet; thence North 81° 44' 00" West, 215.00 feet; thence, along the arc of a 720.00 foot radius curve to the left, through a central angle of 14° 00' 00", for an arc distance of 175.93 feet; thence South 84° 16' 00" West, 136.00 feet; thence, along the arc of a 400.00 foot radius curve to the right, through a central angle of 13° 00' 00", for an arc distance of 90.76 feet; thence North 82° 44' 00" West, 430.00 feet; thence, along the arc of a 300.00 foot radius curve to the left, through a central angle of 25° 00' 00", for an arc distance of 130.90 feet; thence South 72° 16' 00" West, 89.00 feet; thence, along the arc of a 500.00 foot radius curve to the right, through a central angle of 09° 00' 00", for an arc distance of 78.54 feet; thence South 81° 16' 00" West, 10.00 feet; thence, along the arc of a 100.00 foot radius curve to the left, through a central angle of 26° 00' 00", for an arc distance of 45.38 feet; thence South 55° 16' 00" West, 195.00 feet; thence, along the arc of 150.00 foot radius curve to the right, through a central angle of 33° 00' 00", for an arc distance of 86.39 feet; thence South 88° 16' 00" West, 30.00 feet, more or less, to the South right-of-way line of "Uran Road" being the terminus of this described centerline (the sidelines of said easement are to be extended or shortened so as to terminate on the South right-of-way line of "Uran Road").

EASE 1-5-5-2-2-700 10-22-04
+ 1-5-5-100 H/H