

After recording return to:
Woodrich & Archer LLP
PO Box 510
Stevenson WA 98648

**MEMORANDUM OF UNDERSTANDING
REGARDING EASEMENT FOR INGRESS AND EGRESS**

THIS AGREEMENT executed this 21st day of August, 2004 by and between NEIL HOFFBERGER and HEATHER HOFFBERGER, Husband and Wife, and JOSH TRUELOVE, A Single Man, regarding the parties agreement for an easement for ingress and egress on Tax Parcels 04-07-26-1-0-1101-00 and 04-07-26-1-0-1200-00.

RECITALS

WHEREAS, Neil Hoffberger and Heather Hoffberger, Husband and Wife, have sold Tax Parcel 04-07-26-1-0-1101-00 to Josh Truelove, a Single Man pursuant to a Deed of Trust recorded as Document No. 2004153899, Records of Skamania County, Washington.

WHEREAS, Neil Hoffberger and Heather Hoffberger currently own Tax Parcel 04-07-26-1-0-1200-00, which is adjacent to and south of Tax Parcel 04-07-26-1-0-1101-00, which has been sold to Josh Truelove.

WHEREAS, Neil Hoffberger and Heather Hoffberger desire to reserve a perpetual easement for ingress and egress for the benefit of Tax Parcel 04-07-26-1-0-1200-00, and Josh Truelove agrees that Tax Parcel 04-07-26-1-0-1101-00 shall be subject to a perpetual easement for ingress and egress in favor of Tax Parcel 04-07-26-1-0-1200-00.

1-24-05
[Signature]

VC

WHEREAS, said reservation of easement has not been referenced in the Statutory Warranty Deed recorded, as Document No. 2004153899 because no survey of the easement currently agreed to by the parties was prepared prior to the Hoffbergers' sale of tax parcel 04-07-26-1-0-1101-00 to Josh Truelove.

WHEREAS, Josh Truelove desires a perpetual easement for ingress and egress for the benefit of Tax Parcel 04-07-26-1-0-1101-00, said easement following the existing gravel roadway that crosses the northern portion of Tax Parcel 04-07-26-1-0-1200-00 and Neil Hoffberger and Heather Hoffberger agree that Tax Parcel 04-07-26-1-0-1200-00 shall be subject to a perpetual easement for ingress and egress for the benefit of Tax Parcel 04-07-26-1-0-1101-00.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES DO AGREE AS FOLLOWS:

**SECTION ONE
MUTUAL GRANT OF EASEMENT**

A. Neil Hoffberger and Heather Hoffberger, Husband and Wife, are the owners of real property described as:

The South half of the South half of the East half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania State of Washington, lying East of County Road NO. 92135. Tax Parcel Number 04-07026-1-0-1200-00. Recorded Book 178 Page 260 Records of Skamania County, State of Washington.

B. Josh Truelove, a Single Man, is the owner of real property described as:

The North half of the South half of the East half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania State of Washington, lying East of County Road NO. 92135. Tax Parcel Number 04-07026-1-0-1101-00. Recorded as Document No. 2004153899, Records of Skamania County, State of Washington.

C. Neil Hoffberger and Heather Hoffberger, Husband and Wife, the owners of the real property described above in Section One Paragraph A, hereby grant to Josh Truelove, a Single Man, his heirs and assigns, a non-exclusive perpetual easement for ingress and egress over and across the Hoffbergers' property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement is the centerline of the existing roadway, and shall be twelve feet in width as shown on the sketch attached as Exhibit "A" and incorporated by this reference (the "Truelove Easement").

D. Josh Truelove, a Single Man, the owner of real Property described above in Section One Paragraph B, hereby grants to Neil Hoffberger and Heather Hoffberger, Husband and Wife, their heirs and assigns, a non-exclusive perpetual easement for ingress

and egress over and across Truelove's property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement is the centerline of the existing roadway, and the entire easement width shall be twelve feet as shown on the sketch attached as Exhibit "A" and incorporated by this reference (the "Hoffberger Easement").

SECTION TWO DURATION/APPURTENANCE TO THE LAND

The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and be binding upon the owners of Tax Parcel 04-07-26-1-0-1101-00 and Tax Parcel 04-07026-1-0-1200-00, and the respective heirs, successors and assigns of either of the said parcels, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

SECTION THREE SURVEY OF EASEMENT

The parties to this Agreement agree that if either party intends to sell their respective Parcel, the Selling party will give no less than sixty days (60) advance notice of their intent to sell, and will make arrangements for a mutually agreed upon surveyor to perform a survey of the easement that is currently agreed to and that follows the existing road way as shown in Exhibit A.

The parties to this agreement further agree that they will share the costs of the survey, and will make no deed conveyance without referencing that the sale of said property and conveyance is subject to their respective surveyed easement as referenced herein.

SECTION FOUR MAINTENANCE

A. The road easement shall be maintained in a satisfactory and useable condition as is practical. Maintenance may consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B. Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road before leaving said road to enter the boundaries of the landowners own property. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined on an annual basis by the landowners.

**SECTION FIVE
SEVERABILITY**

If any provisions of this agreement are held invalid for any reason, the remainder of said agreement is not affected.

**SECTION SIX
FINAL AGREEMENT**

There are no verbal or other agreements, which may modify or affect this Memorandum of Understanding Regarding Easement for Ingress and Egress. This Agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

**SECTION SEVEN
ATTORNEY'S FEES**

Should any party hereto bring any action against any other party related in any way to this Agreement, its validity, enforceability, scope or subject matter, the prevailing party or parties shall be awarded its or their reasonable attorneys' fees and costs incurred for prosecution, defense, consultation or advice in connection with such action, including any attorneys fees incurred on Appeal.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.



NEIL HOFFBERGER



HEATHER HOFFBERGER

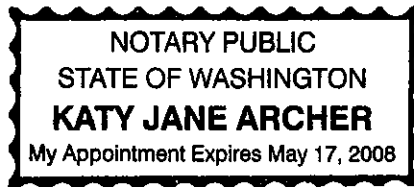


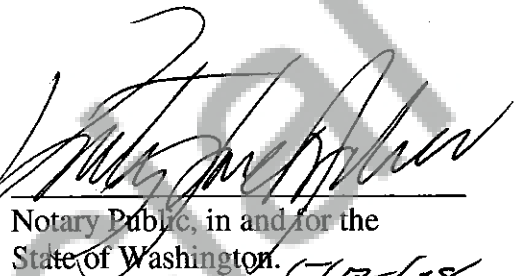
JOSH TRUELOVE

STATE OF WASHINGTON)
)
County of Skamania)

I certify that I know or have satisfactory evidence that Josh Truelove signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 21st day of August, 2004.

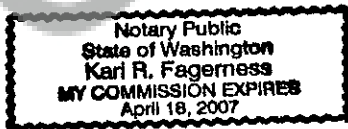




Notary Public, in and for the
State of Washington.
Commission Expires: 5/17/08

STATE OF WASHINGTON)
)
County of Skamania)

I certify that I know or have satisfactory evidence that Neil Hoffberger signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6th day of August, 2004.




Notary Public, in and for the
State of Washington.
Commission Expires: 4-18-07

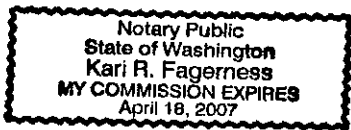
STATE OF WASHINGTON)

)

County of Skamania)

I certify that I know or have satisfactory evidence that Heather Hoffberger signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6th day of August, 2004.



Kari R. Fagerness
Notary Public, in and for the
State of Washington.
Commission Expires: 4-18-07

Unofficial Copy

Exhibit "A"

PARCEL I

The North half of the South Half of the East half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying East of County Road No. 92135

PARCEL II

The South half of the South half of the East half of the Southwest Quarter of the Northeast Quarter of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying East of County Road No. 92135.

Gary H. Martin, Skamania County Assessor

Date 1-24-05 Parcel # 4-7-26-1-1101
GPM \$ 1200