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REAL ESTATE EXCISE TAX

N/A

FEB 01 2005

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N/A

Vickie Chelland Roberts
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT

Grantor: DARWIN COOK and SHARON COOK, husband and wife
Grantee: ROBERT CONNOR and KIM LAN SIMMONS CONNOR, husband and wife
Legal Description: SWQ S26 T2N R6E WM (complete legal on p. 4-5)
Assessor's Tax Parcel ID#: 02-06-26-3-0-0700-00 and 02-06-26-3-0-0100-00
Reference Nos. of Documents Released or Assigned:

THIS EASEMENT AGREEMENT is made this 31st day of January, 2005, between DARWIN COOK and SHARON COOK, husband and wife (hereinafter referred to as "Grantor") and ROBERT CONNOR and KIM LAN SIMMONS CONNOR, husband and wife (hereinafter referred to as "Grantee").

W I T N E S S E T H :

Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee, for the benefit of the Dominant Estate defined below, the perpetual right, easement, and privilege (hereinafter referred to as the "Easement") until terminated as provided herein, an equal right to use, for domestic purposes, the water from the existing well in common with the right of the Grantor to use said water for domestic purposes from the well located on the Grantor's property, as well as ingress and egress in, upon, over, across and through the surface of the following described tract of land of Grantor, situated in Skamania County, State of Washington, and more particularly described in Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as the "Servient Estate"), and being a strip of land 10 feet in width, as more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference. The said Easement shall be used only for the purpose of ingress and egress to and from the Servient Estate to Grantee's tract of land which is more particularly described in Exhibit "B", attached hereto and made a part hereof (hereinafter referred to as the "Dominant Estate") for the purpose of drawing

water from the existing well located on Grantor's property and for operating, maintaining and renewing of a two (2) inch PVC waterline located on the Grantor's property which services the Grantee's property, and to conduct all activities convenient and necessary to accomplish the foregoing. The Easement is appurtenant to the Dominant Estate.

Grantee's exercise of his rights under the Easement shall not unreasonably interfere with Grantor's access to and use of the Servient Estate. Grantor is under no obligation whatsoever to maintain, in any particular state or condition, the Easement or any property subject to the Easement. The Grantor and Grantee, and their successors and assigns, shall be jointly and equally responsible for the cost of any repairs, maintenance and replacement to the well, the pumphouse, and the pump, and all related equipment located within the well and pumphouse. Grantor and his successors and assigns shall be solely responsible for any required repairs and maintenance to the pipes leading from the pumphouse and serving Grantor's property. Grantee and his successors and assigns shall be solely responsible for any required repairs and maintenance to the pipes leading from the pumphouse and serving the Grantee's property. After conducting any maintenance to the pumphouse, the well, and/or equipment attached thereto, the Grantor and Grantee shall restore the servient estate to its condition prior thereto to the extent reasonable practicable. Grantor, his successors and assigns, shall have the right at any time to use the Servient Estate for any purpose whatsoever, except that Grantor agrees that he shall not use the Servient Estate for any purpose which is inconsistent with the rights and privileges granted to the Grantee herein.

This Easement shall be effective until such point in time when Grantor has furnished a well on the dominant estate similarly equipped as the well on the servient estate which provides at a minimum, fifteen (15) gallons per minute. Upon Grantor's installation of the above described well, Grantees, or their successors and assigns, will terminate this Easement by quit claiming all interest in the Servient Estate to Grantor.

This Easement represents the only agreement pertaining to the subject matter hereof, and supersedes all prior agreements relating to the subject matter hereof, whether written or oral, and shall not be amended, changed, altered or modified other than by an agreement in writing and signed by Grantor and Grantee, or their respective successors and assigns, if any.

This Easement Agreement constitutes an easement, restrictions and covenants running with the land and shall burden and benefit the applicable properties described herein and shall inure to the benefit of and be binding upon the successors and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, this instrument is executed as of the day and year first above written.

GRANTOR:

GRANTEE:

Darwin F Cook
DARWIN COOK

Robert Connon
ROBERT CONNON

Sharon A. Cook
SHARON COOK

Kim Lan Simmons-Connon
KIM LAN SIMMONS CONNON

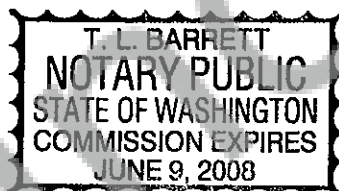
STATE OF WASHINGTON)
: ss.
County of Skamania
Clark (TB)

I certify that I know or have satisfactory evidence that DARWIN COOK and SHARON COOK, husband and wife, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1/31/05

[Signature]

Notary Public
My Appointment Expires: 6/9/08



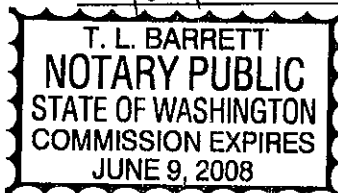
STATE OF WASHINGTON)
: ss.
County of Skamania
Clark (TB)

I certify that I know or have satisfactory evidence that ROBERT CONNON and KIM LAN SIMMONS CONNON, husband and wife, signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 1/31/05

[Signature]

Notary Public
My Appointment Expires: 6/9/08



REVISED TRACT 4 (11.5 ACRES):

A portion of the West half of the Southwest quarter of Section 26, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of Tract 4 of "Beacon Highlands", a land division shown in Volume 1 of Surveys, page 257, Skamania County Auditor's Records, said point also being an inner corner of Tract 3; thence North $89^{\circ}32'43''$ West, along the South line of Tract 4, for a distance of 205.00 feet to the TRUE POINT OF BEGINNING; thence leaving said South line, North $10^{\circ}00'00''$ East, 320.00 feet; thence North $90^{\circ}00'00''$ East, 80.00 feet; thence South $53^{\circ}00'00''$ East, 150.00 feet; thence North $90^{\circ}00'00''$ East, 416 feet, more or less, to the East line of the West half of the Southwest quarter of Section 26 (and the East line of Tract 3); thence North and Northwesterly, along the Easterly line of Tracts 3 and 4, for a distance of 720 feet, more or less, to the Northerly Northeast corner of Tract 4 at a point on the North line of the West half of the Southwest quarter of section 26; thence West, 550 feet, more or less, to the Northwest corner of Tract 4; thence South $00^{\circ}38'07''$ West, 754 feet, more or less, to the Southwest corner of Tract 4; thence South $89^{\circ}32'43''$ East, 389.67 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

REVISED TRACT 3 (10.1 ACRES)

A portion of the West half of the Southwest quarter of Section 26, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of Tract 4 of "Beacon Highlands", a land division shown in Volume 1 of Surveys, page 257, Skamania County Auditor's Records, said point also being an inner corner of Tract 3; thence North 89°32'43" West, along the South line of Tract 4, for a distance of 205.00 feet; thence leaving said South line, North 10°00'0" East, 320.00 feet; thence North 90°00'00" East, 80.00 feet; thence South 53°00'00" East, 150.00 feet; thence North 90°00'00" East, 416 feet, more or less, to the East line of the West half of the Southwest quarter of Section 26; thence South, along said East line (and the East line of Tract 3), for a distance of 994 feet, more or less, to the Southeast corner of Tract 3; thence North 89°21'53" West, 426 feet, more or less, to a ½ inch iron rod on the South line of Tract 3; thence continuing North 89°21'53" West, 30.04 feet to the centerline of Easement "C" and the Southwest corner of Tract 3 (Survey 1-257); thence Northerly, along the West line of Tract 3 (and the centerline of Easement "C"), 1308 feet, more or less, to the East line of Tract 4; thence South 00°38'07" West, 34.35 feet to the POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

WATERLINE EASEMENT TO SERVE REVISED TRACT 3 (10.1 ACRES)

A 10-foot easement for operation, maintenance, and renewal of a 2 inch PVC waterline and an existing well, located in the West half of the Southwest quarter of Section 26, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington the centerline of which is described as follows:

BEGINNING at the Southeast corner of Tract 4 of "Beacon Highlands", a land division shown in Volume 1 of Surveys, page 257, Skamania County Auditor's Records, said point also being an inner corner of Tract 3; thence North $89^{\circ}32'43''$ West, along the South line fo Tract 4, for a distance of 205.00 feet; thence leaving said South line, North $10^{\circ}00'00''$ East, 210.00 feet, to the TRUE POINT OF BEGINNING of the 10-foot waterline easement to be described; thence North $56^{\circ}00'00''$ West, 300.00 feet; thence North $37^{\circ}00'00''$ West, 194.00 feet to an existing well and the terminus of said 10-foot easement centerline.