

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Albert F. Schlotfeldt, Attorney
Duggan Schlotfeldt & Welch, PLLC
900 Washington Street, Suite 1020
Vancouver, WA 98660

Grantors (Person or Company
indebted to Claimants): GERALD SAUER and MARY SAUER
Grantees (Claimants): GERALD SAUER and MARY SAUER
Abbreviated Legal: S2 S24 T7N R6E

Assessor's Property Tax
Parcel/Account #: 07-06-00-24-200-00 and 07-06-00-24-700-0

REAL ESTATE EXCISE TAX

Other Reference Nos:

NOV 17 2005

PAID

N/A

EASEMENT AGREEMENT SKAMANIA COUNTY TREASURER

This Agreement is made this 17 day of NOVEMBER, 2005, between
GERALD SAUER and MARY SAUER.

RECITALS

The declarations contained in this Easement Agreement ("Agreement") are based on the following factual recitals:

A. GERALD SAUER and MARY SAUER are the owners of two parcels of adjacent real property located in Skamania County, Washington, described in the records of Skamania County as Auditor's File Number 2004153496 and Auditor's File Number 2005156951.

NOW THEREFORE in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Sauer hereby grants and conveys to Sauer a perpetual and reciprocal easement across the roadway described in Exhibit "A" and delineated in Exhibit "B" for the purposes of ingress, egress and utilities for the benefit of the two parcels described in the RECITALS.

EASEMENT AGREEMENT - 1

S:\Clients\18052\18052001\18050001 D21 Easement Agreement Sauers.doc (10/28/2005)

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ATTORNEYS AT LAW
900 Washington Street, Suite 1020
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2. Run With the Land: This Easement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, heirs and all other persons claiming under them, and shall be a part of all transfers and conveyances of the above-referenced properties as if set forth in full in such transfers and conveyances.

3. Purpose of the Easement: The easement is for driveway or roadway purposes for access to residential property. The passage of this common easement may not be obstructed nor used in any manner by one owner to impair the rights of the other owners.

4. Arbitration: Any dispute arising from the terms and conditions of this Agreement or the performance of this Agreement shall be resolved by arbitration according to the terms of Chapter 7.04 of the Revised Code of Washington or any amendments thereto or recodification thereof. The parties to the arbitrable dispute shall equally share in the costs of arbitration.

5. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein set forth or as otherwise memorialized in writing.

6. Venue and Applicable Law: This Agreement shall be interpreted according to the laws of the State of Washington. The exclusive venue for any arbitration herein or litigation shall be Skamania County, Washington.

7. Severability: Should any provision or provisions in this Agreement be construed to be invalid or unenforceable, the remaining provisions shall, in any event, be construed to be given full force and effect.

8. Waiver: Failure of either party at any time to require performance of the provisions of this Agreement shall not limit the other party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which he may reasonably incur in taking such action, including but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions whether or not introduced into evidence in a trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award to judgment and any and all appeals taken therefrom.



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

EXHIBIT "A"

EAGLES VIEW LANE EASEMENT:

A Forty-foot easement for ingress, egress, utilities, and future development over a portion of the South half of Section 24, Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington, described as follows (bearings are "NAD 83", Washington Coordinate System South Zone):

BEGINNING at a concrete monument at the Northwest corner of Section 24; thence South $01^{\circ} 18' 16''$ West, 2649.45 feet to an iron pipe with 1961 BLM brass cap at the Quarter Corner between Sections 23 and 24; thence South $58^{\circ} 12' 15''$ East, 3897.07 feet to a point in the Muddy River at an angle point in the north boundary of the "Sauer tract" as described in Skamania County Auditor's File No. 2005157090; thence North $48^{\circ} 00' 00''$ West, 740.00 feet; thence Northerly along the arc of a 332.32 foot radius curve to the left (the radial bearing of which is North $52^{\circ} 08' 17''$ West), through a central angle of $25^{\circ} 51' 43''$, for an arc distance of 150.00 feet; thence North $12^{\circ} 00' 00''$ East, 85.00 feet; thence North $75^{\circ} 37' 20''$ West, 220.08 feet to the Northwest corner of said "Sauer tract" at a point on the East line of another "Sauer tract" as described in Skamania County Auditor's File No. 2004153496; thence South $01^{\circ} 08' 44''$ West, along the common line between the "Sauer tracts", 90.00 feet to a 3/4 inch aluminum pipe near the Southeast corner of the Northeast quarter of the Southwest quarter of Section 24, as shown on a "2004 Survey" recorded in Auditor's File No. 2004152896; thence South $01^{\circ} 23' 17''$ West, along said common line, 291.00 feet to the centerline of Loowit Lane, a 40-foot private road easement as described in Auditor's File No. 2005157089; thence following said centerline Southwesterly, along the arc of a 188.28 foot radius curve to the right (the radial bearing of which is North $28^{\circ} 00' 00''$ West), through a central angle of $18^{\circ} 15' 32''$, for an arc distance of 60.00 feet to the TRUE POINT OF BEGINNING of the easement centerline to be described: Thence South $26^{\circ} 00' 00''$ East, 77.03 feet; thence along the arc of a 300 foot radius curve to the right, through a central angle of $26^{\circ} 00' 00''$, for an arc distance of 136.14 feet; thence South $00^{\circ} 00' 00''$ West, 81.69 feet; thence along the arc of an 85.25 foot radius curve to the right, through a central angle of $73^{\circ} 00' 00''$, for an arc distance of 105.25 feet; thence along the arc of a 280.96 foot radius curve to the right, through a central angle of $27^{\circ} 00' 00''$, for an arc distance of 132.40 feet; thence

Exhibit "A"

North 80° 00' 00" West, 450.00 feet to the terminus of said centerline at a point on the West line of the latter "Sauer tract" that is South 01° 18' 16" West, 942.26 feet from the northwest corner thereof. (the sidelines of said easement to be extended so as to terminate on the West line of the latter "Sauer tract")

Ld2005\Sauer-Eagles View Lane.cew
04-074

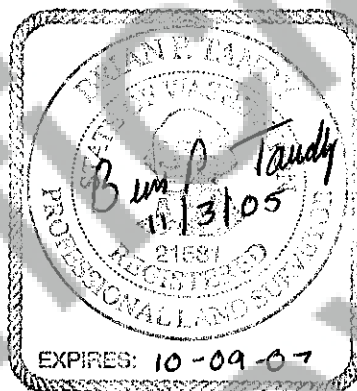


EXHIBIT "B"

