

REAL ESTATE EXCISE TAX

N/A
APR 7 2006

PAID N/A

Audrey John Deputy
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT

This agreement made and entered into this 7 day of April 2006 between, Devin T. Cast & Alicia A. Yue, and David Nail & Janet Nail; husband and wife.

RECITAL

1. Devin T. Cast & Alicia A. Yue are the owners of the real property known as Lot 2 of the Joseph Short Plat recorded in Auditor File NO. 2004154412 in the County of Skamania, State of Washington. See Exhibit "A" attached hereto and by this reference made a part hereto.
2. David Nail & Janet Nail are the owners of the real property known as a tract of land located in Section 1, township 2 North, Range 7 E, W.M. in the County of Skamania, State of Washington; recorded in Book 132 Page 290. See Exhibit "B" attached hereto and by this reference made a part hereto.
3. Devin T. Cast & Alicia A. Yue hereby grants to David Nail & Janet Nail a non exclusive easement for road and utility purposes by virtue of a deed dated this day of April, 2005. Said easement is more particularly described as follows: "an easement for road and utilities within a tract of land in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows;

Beginning at the Northeast corner of Lot 2 of the Joseph Short Plat, recorded in Auditor File No. 2004154412; thence West 38 feet; thence Southeasterly in a straight line to a point on the West line of said Lot 2 that is 26 feet South of the North property line of said Lot 2; thence South along said West line 138.5 feet to a point; thence East for a distance of 20 feet to a point on the East property line of Lot 2; thence North for a distance of 164.5 feet to the Point of Beginning. See Exhibit "C" attached.

WITNESSETH:

1. The duration of said non exclusive easement shall be perpetual and said non exclusive easement shall be a burden on and run with the land.
2. Devin t. Cast & Alicia A. Yue and David Nail & Janet Nail further agree, for themselves, their respective heirs, personal representatives, successors and assigns that the maintenance of the non exclusive roadway easement shall be the joint responsibility of said parties granted this easement; said cost and maintenance shall be shared equally.
3. No parking shall be permitted in the easement.

2-7-1-1-200 \$ 301

EASE 4-7-06


AMM

4. The easement is for the purpose of access to the David Nail property for property maintenance or future development of a one story single family residence. It is not to facilitate the storing of vehicles, equipment, recreational vehicles or construction of a shop, garage or storage building.

5. It is further agreed that should a residence be constructed on the David Nail property by any person or persons other than David Nail or CAM Development, Inc., a 'late comers' fee of \$6,000.00 dollars will be paid to CAM Development, Inc. for the construction of the driveway and installation of utilities to the property line.

This agreement shall bind and insure to the benefit of, as such circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest as well.

In WITNESS WHEREOF, the said parties have signed this agreement the day and year first mentioned.


Devin T. Cast


Alicia A. Yue

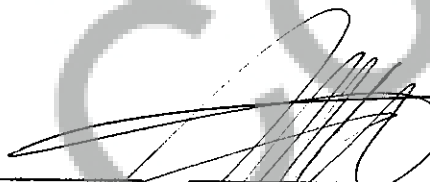
STATE OF WASHINGTON

County of Skamania

The following instrument was acknowledged before me the 4 day of April 2008
By: _____ of CAM Development, Inc.

Notary Public of Washington
My Commission expires:


David Nail


Janet Nail

STATE OF WASHINGTON

County of Skamania

The following instrument was acknowledged before me the ____ day of _____ 2005
By: _____

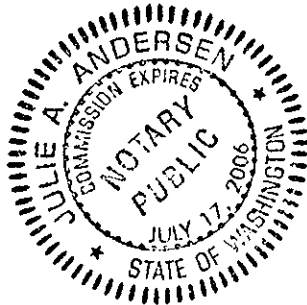
Notary Public of Washington
My Commission expires:

STATE OF WASHINGTON, }
County of Skamania } SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me David Nail & Janet Nail to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that They
signed the same as Their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of April 2006



Julie A. Andersen
Notary Public in and for the State of Washington,
residing at Carson
My appointment expires 7-17-2006

STATE OF WASHINGTON, }
County of _____ } SS.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

WA-46A (11/96)

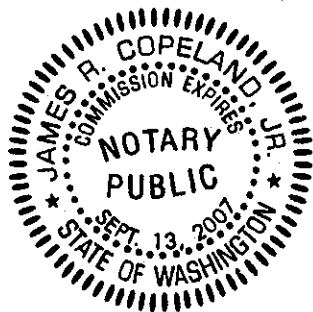
This jurat is page _____ of _____ and is attached to _____ dated _____.

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Devin T. Cast &
Alicia A. Yur to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4 day of April, 2006



[Signature]
Notary Public in and for the State of Washington,
residing at Stevenson
My appointment expires 9-17-07

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.

Exhibit "B"

A tract of land located in Section 1, township 2 North, Range 7 E, Willamette Meridian.; Skamania County, Washington described as follows;

Beginning at a point 104.5 feet West of the Northeast corner of Government Lot 9 of the said Section 1; thence South 209 feet; thence West 104.5 feet; thence North 209 feet; thence West 104.5 feet to the point of beginning; said tract containing one-half acre, more or less

Except Easements and Rights of Way for the Public Street known and designated as Vancouver Avenue.

Unofficial Copy