

Doc # 2006162625
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Date: 08/15/2006 10:06A
Filed by: MICHAEL WYNNE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$35.00

Recording Requested By And
When Recorded Mail To:

Michael J. Wynne
Attorney at Law
P.O. Box 26
Vancouver, WA 98660-0026

REAL ESTATE EXCISE TAX

N/A

AUG 15 2006

PAID

N/A

Audrey F. Kinn
SKAMANIA COUNTY TREASURER

Grantor: Charles H. Clark, IV Trustee and Jenny Whittier, Trustee of the Charles H. Clark, IV and Jenny Whittier Revocable Living Trust dated October 2, 2001

Grantee: Charles H. Clark, IV Trustee and Jenny Whittier, Trustee of the Charles H. Clark, IV and Jenny Whittier Revocable Living trust dated October 2, 2001

Abbreviated Legal: Lots 25 and 28 SWIFT CREEK ESTATES

Tax Serial Number: 07-06-35-2-2-0125-00

EASE. 8-15-06
GTM

ACCESS & PARKING EASEMENT AGREEMENT

THIS JOINT ACCESS & EASEMENT AGREEMENT is made by and between Charles H. Clark, IV Trustee and Jenny Whittier Trustee of the Charles H. Clark, IV and Jenny Whittier Revocable Living Trust dated October 2, 2001, (hereinafter referred to as "Clark Whittier").

RECITALS:

A. Clark Whittier are the owners of certain real property legally described as Lot 25 and Lot 28, SWIFT CREEK ESTATES, according to the recorded Plat thereof, recorded in Book B of Plats, Page 72, in the County of Skamania, State of Washington.

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B. Clark Whittier are willing to grant an easement for two (2) vehicular parking and/or storage purposes to benefit Lot 28 and burden Lot 25.

NOW, THEREFORE, in consideration of the mutual agreements herein, the parties covenant and agree for themselves, and their heirs, successors and assigns as follows:

1. **Access and Parking Easement.** Clark Whittier are the owners of both Lot 25 and Lot 28 of SWIFT CREEK ESTATES as described herein, and their successors and assigns, agree to create a 30 foot wide easement for vehicular parking and/or storage purposes commencing at the southwestern corner of Lot 25 of SWIFT CREEK ESTATES, thence a distance of 30 feet northerly; and thence commencing from said southwestern corner a distance of 30 feet easterly. Said easement shall burden Lot 25 and shall benefit Lot 28.

2. **Maintenance of Easement Area.** The owner of Lot 28 shall maintain and keep in good repair the easement and shall keep such area free and clear of rubbish and obstructions of every nature.

3. **Terms.** This Agreement shall continue for a term of ninety-nine (99) years from the date hereof.

4. **Covenants Running With the Land.** The restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successor, and assigns, including, but without limitation, all subsequent owners and all persons claiming under them.

5. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

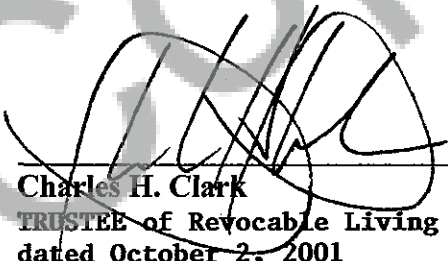
6. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at PO Box 82685, Portland, OR 97282, or their last known addresses.

7. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.


8. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Access and Easement Parking Agreement on this 1st day of May, 2006.



Charles H. Clark
TRUSTEE of Revocable Living Trust
dated October 2, 2001



Jenny Whittier
TRUSTEE OF Revocable Living Trust dated
October 2, 2001

STATE OF WASHINGTON)

: ss.

COUNTY OF CLARK)

On this day personally appeared before me Charles H. Clark and Jenny Whittier, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me 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 1st day of May, 2006.



MICHAEL J. WYNNE
NOTARY PUBLIC in and for the State of
Washington, residing at Ridgefield
My Commission expires: January 29, 2010

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