

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

R. Darrin Class
In House Counsel
Pacific Lifestyle Homes, Inc.
11815 NE 99th St, Suite 1200
Vancouver WA 98682

REAL ESTATE EXCISE TAX

N/A
SEP 26 2006

PAID

N/A
Vicci Chelland, Deputy
COUNTY TREASURER

Document Title(s):

Grantor(s):

Grantee(s):

Legal description:

EASEMENT AGREEMENT

Stephanie Huntington

Banner Properties, Inc., dba Garrette Custom Homes

Lot 2 of the Shelley Moore Short Plat; Lot 4 of the Shelley Moore Short Plat; and a portion of Section 5, T1N, R4E, described more fully as Exhibit B, attached.

Assessor's Property Tax

Parcel/Account #:

1050400080600; 1050400080700; 1050400080900

Other Reference Nos:

N/A

EASEMENT AGREEMENT

RECITALS

WHEREAS, Banner Properties, Inc., dba Garrette Custom Homes (hereinafter "Grantee"), is the owner of two parcels of real property situated in Skamania County, Washington, (hereinafter collectively referred to as the "Banner Property"):

Abbreviated Legal	Account Number	Street Address
Lot 2 of the Shelley Moore Short Plat	1050400080700	451 White Dog Rd
Lot 4 of the Shelley Moore Short Plat	1050400080900	442 White Dog Rd

WHEREAS, Stephanie Huntington (herein referred to as "Grantor") is the owner of real property commonly known as 25 acres on Lookout Road with an Assessor's Number of 1050400080600 and an abbreviated legal description of a portion of Section 5, T2N, R5E, completely described as Exhibit B (herein the "Huntington Property").

WHEREAS, the Grantor has agreed to grant a utility easement across the Huntington Property, in favor of the Grantee, for the purpose of running and maintaining utility lines across the Huntington Property to the Banner Property.

WHEREAS, a trench has been dug over the course of the easement provided herein, a conduit installed for the purpose of running the telephone line, and the trench has been backfilled.

WHEREAS, Grantor on behalf of herself, her heirs, successors and assigns desires to create an easement across the Huntington Property for the benefit of the Banner Property.

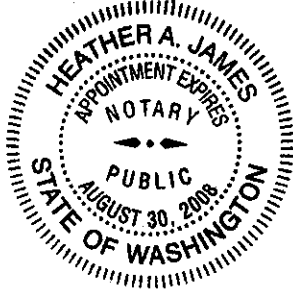
STATE OF WASHINGTON)

: ss.

County of Clark)

I certify that I know or have satisfactory evidence that Stephanie Huntington are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it be their free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19 day of September, 2006.



Heather A. James
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 08/30/08
Clark County

Unofficial Copy

July 24, 2006
EXHIBIT "A"
LEGAL DESCRIPTION
FOR
STEPHANIE HUNTINGTON

40-FOOT EASEMENT FROM "HAMBLETON BNDY" TO HOFFMAN ROAD:

A non-exclusive 40-foot easement for ingress, egress, and utilities, over a portion of the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

BEGINNING at a point on the East line of the Northeast quarter of the Southwest quarter of Section 4 that is North 01° 11' 30" East, 540.00 feet from the Southeast corner thereof; thence along the arc of a 370.00 foot radius curve to the right (the radial bearing of which is North 11° 00' 00" East), through a central angle of 62° 00' 00", for an arc distance of 400.38 feet; thence North 17° 00' 00" West, 300.79 feet; thence along the arc of a 220.00 foot radius curve to the left, through a central angle of 35° 00' 00", for an arc distance of 134.39 feet; thence North 52° 00' 00" West, 355.07 feet; thence along the arc of 200.00 foot radius curve to the right, through a central angle of 73° 00' 00", for an arc distance of 254.82 feet; thence North 21° 00' 00" East, 100.00 feet to an angle point in the South line of the "May Breslan Short Plat", as recorded in Skamania County Auditor's File No. 2004154523; thence continuing North 21° 00' 00" East, 351.77 feet; thence North 13° 00' 00" East, 291.23 feet to the terminus of Hoffman Road (private) as shown on the "May Breslan Short Plat"; thence continuing North 13° 00' 00" East, 168.41 feet; thence along the arc of a 43.08 foot radius curve to the right, through a central angle of 79° 30' 00", for an arc distance of 59.78 feet; thence South 87° 30' 00" East, 50.00 feet; thence North 01° 00' 00" East, 105.48 feet to the centerline of the Hoffman County Road at its intersection with the North line of the "May Breslan Short Plat and the terminus of the 40-foot easement centerline to be described. (The sidelines of said easement to be extended or shortened, so as to terminate on the North line of the Southeast quarter of the Northwest quarter of Section 4 and on the East line of the Northeast quarter of the Southwest quarter of Section 4.)

EXHIBIT "B"
LEGAL DESCRIPTION
FOR
STEPHANIE HUNTINGTON

A portion of the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the East line of the Northeast quarter of the Southwest quarter of Section 4 that is North $01^{\circ} 11' 30''$ East, 675.00 feet from the Southeast corner thereof; thence North $89^{\circ} 49' 14''$ West, 1320.34 feet to a point on the West line of the Northeast quarter of the Southwest quarter that is North $01^{\circ} 11' 32''$ East, 675.00 feet from the Southwest corner thereof; thence North $01^{\circ} 11' 32''$ East, 642.81 feet to the Northwest corner of the Northeast quarter of the Southwest quarter; thence North $01^{\circ} 11' 43''$ East, 551.40 feet to the Southwest corner of the "May Breslan Short Plat", as recorded in Skamania County Auditor's File No. 2004154523; thence South $73^{\circ} 08' 58''$ East, along the South line of the "May Breslan Short Plat", 562.88 feet to a point that is North $69^{\circ} 00' 00''$ West, 30.00 feet from the Southeast corner of the "May Breslan Short Plat"; thence South $21^{\circ} 00' 00''$ West, 100.00 feet; thence along the arc of a 200.00 foot radius curve to the left, through a central angle of $73^{\circ} 00' 00''$, for an arc distance of 254.82 feet; thence South $52^{\circ} 00' 00''$ East, 132.24 feet to the South line of the Southeast quarter of the Northwest quarter of Section 4; thence South $88^{\circ} 39' 45''$ East, 637.99 feet to the Center of Section 4; thence South $01^{\circ} 11' 30''$ West, 639.18 feet to the POINT OF BEGINNING.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are expressly incorporated into the premises, and the sum of \$3,080.00, paid by Grantee to Grantor, the receipt of which is hereby acknowledged, the parties' covenant, agree, and declare as follows:

1. UTILITY EASEMENT. Grantor grants and conveys to Grantee an easement for the purpose of running utilities across the Huntington Property to the Banner Property. The easement granted in this paragraph is legally described in Exhibit "A" attached hereto and incorporated by reference herein. Said easement shall extend on, over, across and underneath said strip of land to Grantee's Lot lines.
2. Run With the Land. This Easement shall both benefit the Banner Property and burden the Huntington Property and shall run with the land and shall be binding upon the Huntington Property and its owner and their successors and assigns, heirs and all other persons claiming under and through them, and shall be a part of all transfers and conveyances of the Huntington Property as if set forth in full in such transfers and conveyances, and shall inure to the benefit of and run with the land of each lot of the Banner Property and the owners, their successors and assigns, heirs and all other persons claiming under and through them, and shall be a part of all transfers and conveyances of each lot of the Banner Property as if set forth in full in such transfers and conveyances.
3. Arbitration. Any dispute arising from the terms and conditions of this Agreement or the performance of this Agreement shall be resolved by binding arbitration according to the terms of Chapter 7.04A RCW or any amendments thereto or recodification thereof. The parties to the arbitrable dispute shall equally share in the costs of arbitration.
4. 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.
5. 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.
6. 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.

GRANTOR:

Stephanie Huntington
Stephanie Huntington

Date: Sept. 19, 2006

GRANTEE: BANNER PROPERTIES, INC.

By: Tina Reed (name) _____ (title)

Date: 9/19/06

STATE OF WASHINGTON) sis.
COUNTY OF CLARK)

Tina Reed

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Sales Operation Supervisor (type of authority, e.g., officer, trustee, etc.) of Banner Properties, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 19th day of September, 2006.

[Signature]
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 10/15/07

