

JERRY R POWERS
431 UPPER LAKEVIEW RD
WHITE SALMON, WA 98672

Easement Agreement

Skamania County
State of Washington

This agreement made and entered into on April 14, 2007, by and between Scott Maytubby henceforth (Grantor), and Jerry R Powers and Brenda J Powers henceforth (Grantee).

The Grantor is the recorded owner of the following described real property:
Skamania County, Lot 4 of the Scott Maytubby short plat (Sec.3, T3N, R 10 E WM)
Recorded in Book 3 page 363; Tax ID # 03100300023300

The Grantee is the recorded owner of the following described real property:
Skamania County, Lot 3 of the Scott Maytubby short plat (Sec.3, T3N, R 10 E WM)
Recorded in Book 3 page 363; Tax ID # 03100300023200

The two parcels of real estate listed above adjoin one another; and the parties desire to grant to each other an nonexclusive easement and right to use a certain shared automobile driveway and utilities easement now existing or about to be constructed along and upon a portion of each parcel. Easement will be 25 feet in width.

This easement shall be perpetual, run with the land, and shall be for the benefit of the Grantee's successor, heirs and assigns.

The Grantee shall have all rights of ingress and egress to and from said real estate (including the right from time to time, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the grantee's use, enjoyment, operation and maintenance of the easement hereby granted. The Grantee will remove all brush and woody material from the easement area, to minimize fire hazard.

The grantee hereby agrees to hold and save the grantor harmless from any and all claims of third parties arising from grantee's use of the rights herein granted.

Neither of the parties involved in this agreement or future successors, heirs and assigns can use the easement for any other purpose except for ingress and egress and a utility easement (that must be buried). No parking, No storing of any type of materials, No storing or parking of trailers, RV's, Trucks, boats or any other type of motor vehicle. The easement must be kept clear and unobstructed at all times.

All users of the easement will share driveway maintenance cost. Holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

NOW THEREFORE, in consideration of each party's granting to the other an easement hereinafter described, and other valuable consideration paid to each other, the receipt of which is hereby acknowledged:

The Grantor conveys to the grantee an perpetual easement for automobile and utility purposes, along and upon that portion of the grantor's property described in Exhibit A and shown on the attached easement plan Exhibit B.

Scott Maytubby
Grantor (Scott Maytubby)



Sworn to and subscribed before me on this day of April 17, 2007

Notary Public B. U. Stanley, My commission expires February 5, 2008

Jerry R Powers
Grantee (Jerry R Powers)

&

Brenda J Powers
Grantee (Brenda J Powers)

Sworn to and subscribed before me on this day of April 14th 2007

Notary Public Celynn Van Deventer, My commission expires 8/2010

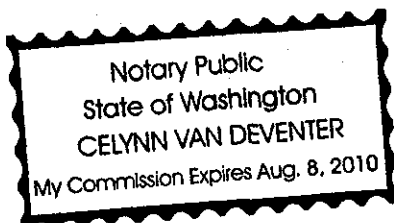


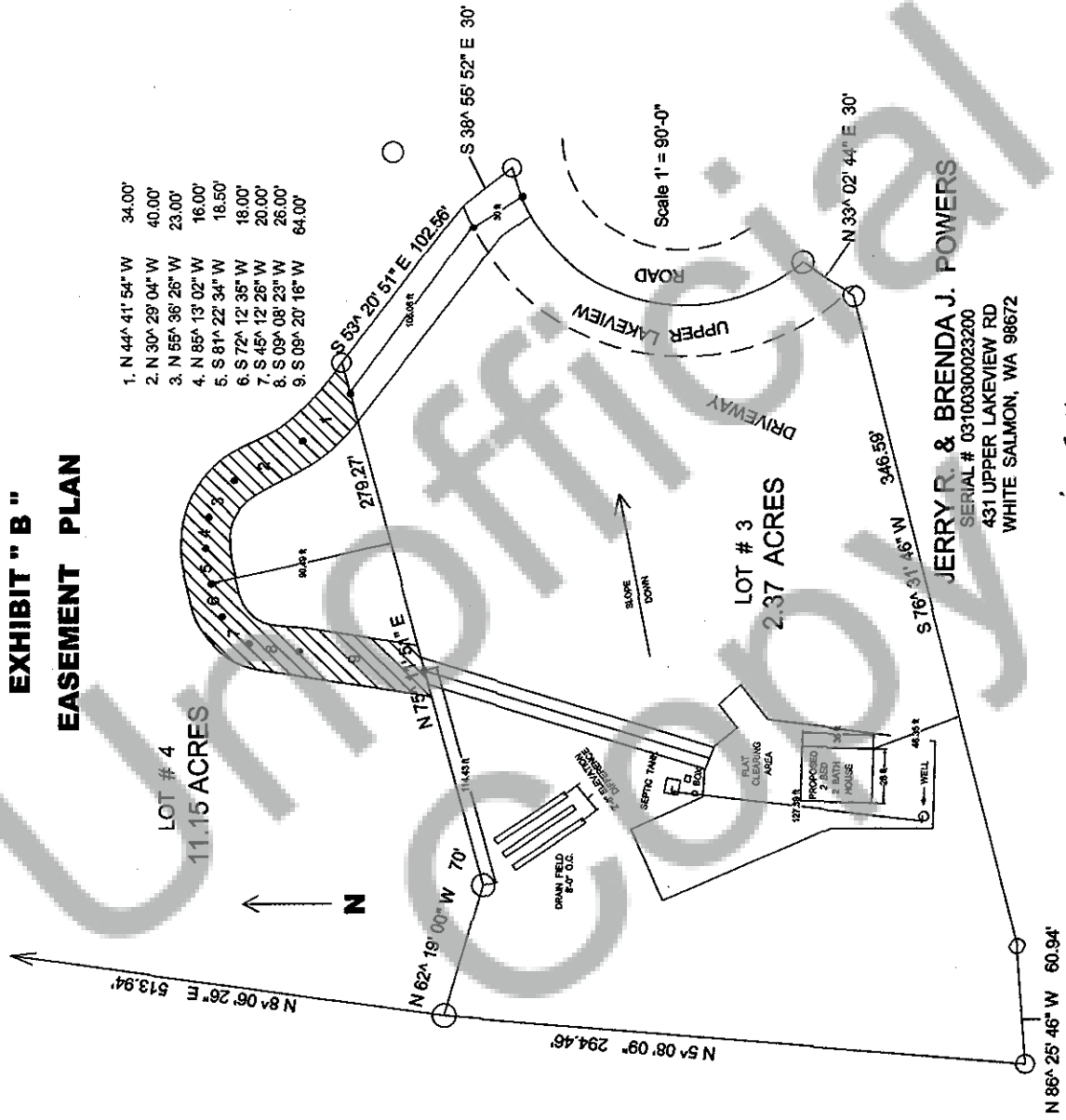
Exhibit A

Maytubby to Powers – Legal Description 25 foot easement

A 25 foot wide access and utilities easement on lot #4 of the Maytubby Short Plat recorded in Book 3 page 363, Skamania County, Washington, the centerline of which is more particularly described as follows:

Beginning at the most westerly southwest corner of lot #4 Thence South $62^{\circ}19'00''$ East 70.00 feet; Thence North $75^{\circ}11'51''$ East 263.29 feet (more or less) to the point of beginning. Thence North $44^{\circ}41'54''$ West 34.00 feet; Thence North $30^{\circ}29'04''$ West 40.00 feet; Thence North $55^{\circ}36'26''$ West 23.00 feet; Thence North $85^{\circ}13'02''$ West 16.00 feet; Thence South $81^{\circ}22'34''$ West 18.50 feet; Thence South $72^{\circ}12'35''$ West 18.00 feet; Thence South $45^{\circ}12'26''$ West 20.00 feet; Thence South $09^{\circ}08'23''$ West 26.00 feet; Thence South $09^{\circ}20'16''$ West 64.00 feet.

EXHIBIT "B" EASEMENT PLAN



JERRY R. & BRENDA J. POWERS
SERIAL # 03100300023200
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PAGE ~~3~~ 4 OF 4