

After recording, mail to:

Roger D. Knapp
430 NE Everett Street
Camas, WA 98607

REAL ESTATE EXCISE TAX

N/A

SEP 28 2009

PAID

N/A

by deputy

SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT

Grantor: Brenda S. Sorensen, Personal Representative
Grantee: Rodney R. McCafferty
Legal description (abbreviated): NE 1/4 of Sec 33, T2N R6E W.M.
Assessor's Tax Parcel ID#: 02063300010006 + 0100

JM 9/28/09

This agreement, made this day by and between Brenda S. Sorensen, a married person as her separate estate, as "Grantor", and Rodney R. McCafferty, a married person as his separate property, as "Grantee".

RECITALS:

1. Grantor is the owner of real property described in Exhibit "A" attached hereto and by this reference incorporated herein (Parcel A).
2. Grantee is the owner of real property described in Exhibit "B" attached hereto and by this reference incorporated herein (Parcel B).
3. There is a water spring located on real property adjacent to Parcel A. There is also an easement that allows the owners of Parcel A and Parcel B to use water from the spring. The purpose of this easement is to permit the owners of Parcel B to install a water line across Parcel A to transport to Parcel B water from said spring.

Now, therefore, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

I. GRANT OF EASEMENT

Easement Agreement

Page 2

Grantor hereby grants and conveys to Grantee an easement for the purpose of installing and maintaining a water line from the spring across Parcel A to Parcel B. The cost of the pipeline and the maintenance thereof shall be born by the owner of Parcel B, and the owner of Parcel A shall have no obligation to contribute thereto.

II. BURDEN AND BENEFIT

The aforescribed easement shall encumber and burden Parcel A (the subservient estate), and shall benefit Parcel B (the dominant estate).

III NON-EXCLUSIVE

The easement granted herein shall be non-exclusive, and is intended for private, non-commercial use only. The grant of this easement shall not limit or preclude the owner of Property A in any way from utilizing water from the spring.

IV RUN WITH LAND

The easement granted herein is appurtenant to Parcel B and shall run with the land, including any division or partition of such property, provided there shall be only one pipeline installed on Parcel A. The rights, covenants and obligations contained herein shall bind, burden and benefit each of the parties hereto and their heirs, successors, and assigns.

V RESTORATION OF PROPERTY

The owner of Parcel B shall be obligated to install the water transmission line underground, and to restore the surface of the ground to its condition prior to installation of the pipeline.

VI REMEDIES

In the event any party subject to this agreement shall fail to perform his or her obligations hereunder, the other party shall be entitled to require such performance by suit for specific

Easement Agreement

Page 3

performance or through injunctive relief where appropriate. Such remedies shall be in addition to damages and any other remedies afforded under Washington law and those rights specifically granted under this agreement. In the event any litigation is instituted to enforce this agreement, the prevailing party or parties shall be entitled to recover from the losing party or party's reasonable attorney's fees at trial and on appeal, together with all costs.

VII ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights and obligations assumed pursuant hereto. No party hereto has the right to relocate or modify the terms of any easement granted herein without the express prior written consent of the other party or their successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13th day of

April
February, 2009.

Brenda S. Sorensen
Brenda S. Sorensen

Rodney R. McCafferty
Rodney R. McCafferty

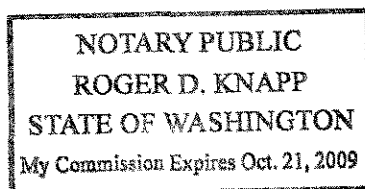
STATE OF WASHINGTON)

) ss.

COUNTY OF CLARK)

On this 13th day of April, 2009, personally appeared before me Brenda S. Sorensen, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13th day of April, 2009.



[Signature]
Notary Public in and for the State of
Washington, Residing Camas
My appointment expires: 10-21-09

Easement Agreement

Page 4


STATE OF WASHINGTON)

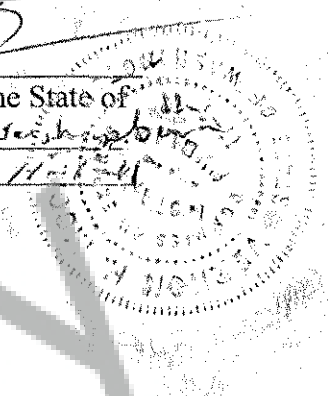
) ss.

COUNTY OF CLARK)

On this 31st day of ^{March}~~February~~, 2009, personally appeared before me Rodney R. McCafferty, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of ^{March}~~February~~, 2009.


Notary Public in and for the State of
Washington, Residing Washington
My appointment expires: 11-18-11



Unofficial Copy

EXHIBIT "A"

A tract of land lying in the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 33, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence along the West line of said Northeast $\frac{1}{4}$, South $01^{\circ} 43' 02''$ West 1,311.90 feet to the Northwest corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and true point of beginning of this description; thence leaving said West line, along the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $89^{\circ} 06' 19''$ East 873.18 feet; thence leaving said North line, South $00^{\circ} 39' 20''$ West 1,308.04 feet to the intersection with the South line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence along said South line, North $89^{\circ} 20' 40''$ West 333.90 feet to the intersection with the centerline of Duncan Creek Road; thence leaving said South line, along said centerline on a 500.00 foot radius curve to the right, through a central angle of $07^{\circ} 44' 23''$ a distance of 67.54 feet (the long chord of which bears North $51^{\circ} 02' 21''$ West 67.49 feet); thence North $47^{\circ} 10' 09''$ West 170.11 feet; thence on a 600.00 foot radius curve to the left, through a central angle of $16^{\circ} 39' 22''$ a distance of 174.42 feet (the long chord of which bears, North $55^{\circ} 29' 50''$ West 173.81 feet); thence North $63^{\circ} 49' 31''$ West 132.67 feet; thence on a 241.70 foot radius curve to the right, through a central angle of $14^{\circ} 09' 41''$ a distance of 59.74 feet (the long chord of which bears, North $56^{\circ} 44' 40''$ West 59.59 feet) to the South most corner of Lot 1 of Jack Spring's Short Plat #4, thence leaving said centerline, along the Easterly and Northerly line of said Lot 1, North $23^{\circ} 26' 00''$ East 488.48 feet; thence North $01^{\circ} 47' 04''$ West 68.02 feet; thence North $60^{\circ} 27' 00''$ West 271.98 feet to the intersection with the West line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ at a point being 1,631.76 feet along said West line from the Northwest corner of said Northeast $\frac{1}{4}$; thence along said West line, North $01^{\circ} 43' 02''$ East 319.86 feet to the true point of beginning of this description:

Contains 21.61 acres, more or less.

Subject to all easements, agreements, and rights-of-way of record.

EXHIBIT "B"

A tract of land lying in the Northeast $\frac{1}{4}$ of Section 33, Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northwest corner of said Northeast $\frac{1}{4}$; thence along the West line of said Northeast $\frac{1}{4}$, South $01^{\circ} 43' 02''$ West 1,311.90 feet to the Southwest corner of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence leaving said West line, along the South line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, South $89^{\circ} 06' 19''$ East 873.18 feet to the true point of this description; thence continuing along said South line, South $89^{\circ} 06' 19''$ East 428.71 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence along the East line of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, North $01^{\circ} 58' 08''$ East 646.59 feet to a point being 660.00 feet from the Northeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, when measured along said East line; thence leaving said East line, parallel with the North line of said Northeast $\frac{1}{4}$, South $88^{\circ} 52' 06''$ East 652.33 feet to the intersection with the West line of the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of said Northeast $\frac{1}{4}$ at a point being 660.02 feet from the North line of said Northeast $\frac{1}{4}$, when measured along said West line; thence along said West line, South $02^{\circ} 05' 45''$ West 1,189.82 feet to the intersection with the Easterly projection of the North line of that tract of land described in Book 32, Page 482, Deed Records of Skamania County; thence leaving said West line along said Easterly projection and North line, North $89^{\circ} 20' 40''$ West 690.93 feet to the Northwest corner of said tract of land; thence along the West line of said tract of land, South $00^{\circ} 39' 20''$ East 757.80 feet to the intersection with the South line of said Northeast $\frac{1}{4}$; thence along said South line, North $89^{\circ} 20' 40''$ West 375.00 feet; thence leaving said South line, North $00^{\circ} 39' 20''$ East 1,308.04 feet to the true point of beginning of this description.

Contains 29.67 acres, more or less.

Subject to all easements, agreements, and rights-of-way of record.