

AFTER RECORDING, RETURN TO:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

EASEMENT AGREEMENT

Document: Easement Agreement
Reference numbers of related documents:
Grantor(s): Gregory A. Stafford and Debra F. Stafford, husband and wife
Grantee(s): Mark W. Tittle and Suzie Tittle, husband and wife
Abbreviated Legal Description: See attached
Assessor's Property Tax Parcel Account Number(s):

G.S. 7/6/10
03073624 120100
03073624 100080

REAL ESTATE EXCISE TAX

N/A
JUL - 7 2010
PAID N/A
Vickie Chelland, Deputy
SKAMANIA COUNTY TREASURER

COVER SHEET

PDX/113757/143566/BWA/5790654.2

ROAD EASEMENT AGREEMENT

The Grantor, Gregory A. Stafford and Debra F. Stafford, husband and wife, ("Grantor"), and their assigns and successors, the owner of the real property legally described in Exhibit "A" (Tax Parcel # 03073624120100) (the "Grantor Property"), for and in consideration of the mutual promises set forth herein and in consideration of the parties' April 19, 2010 Settlement Agreement, grants an easement to **the Grantee**, Mark W. Tittle and Suzie Tittle, husband and wife, ("Grantee"), their heirs, assigns, and successors, the owner of the real property legally described in Exhibit "B" (Tax Parcel # 03073624100000) (the "Grantee Property"), upon and across a portion of the Grantor Property, described as follows:

[Attached to and incorporated herein as Exhibit "C" is a legal description of the Easement ("Easement Area")]

Based upon the mutual consideration, **the Grantor and the Grantee** hereby agree as follows:

1. **Easement:** The Grantee shall have a perpetual non-exclusive easement to build, maintain, and use a private road ("Road") over and across the Easement Area described above. In addition, this Easement shall include the right to continue to use the existing natural gas line that currently exists within the Easement Area. The rights granted herein shall be referred to as the "Easement" or the "Easement Area." The Easement is for the benefit of the Grantee Property and burdens the Grantor Property.
2. **Purpose:** The purpose of the Easement is to permit the Grantee to have ingress and egress to the Grantee's Property and to be able to continue to use the existing natural gas line that exists within the Easement Area. The Grantor shall, as described below, also have the right to periodically use the Road. Neither party shall park, or allow any other person, to park in the Easement Area.
3. **Indemnification/Hold-Harmless:** The Grantee shall indemnify and hold harmless Grantor from any and all liability associated with the construction, maintenance, and use of the Road, including, but not limited to, the construction of the Road, including any and all claims by their guests, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Grantee shall not indemnify Grantor for any use or maintenance of the Road by the Grantee or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by Grantor's own negligence.

The Grantor shall indemnify and hold harmless Grantee from any and all liability associated with the Grantor's use of the Road, including any all claims by the Grantor's guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Grantor shall not indemnify Grantee for any use of the

Road by Grantee or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by the Grantee's own negligence.

4. **Road Maintenance Agreement:** Unless and until the Grantor makes regular use of the Road, the Grantee shall be solely responsible to maintain the Road as they deem fit. The Grantor may occasionally use the Easement Area to access the lower portion of their property, provided their use does not unreasonably interfere with the Grantee's use. The Grantor shall, if they use the Road, return or restore the Road to its original condition, and shall use reasonable care to not damage the Road.
5. **Duration of Easement:** This Easement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened.
6. **Attorney Fees** The prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed..
7. **Waiver:** The failure by either party at any time to require strict performance of any provision of this Easement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Easement.
8. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
9. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
10. **Entire Agreement:** This Agreement "including all exhibits" is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the waiving party. The parties do not intend to confer any benefits hereunder on any person, firm, or corporation other than the parties to this Easement.
11. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

Dated this 16 day of June, 2010.

GRANTOR:

Gregory A. Stafford
Gregory A. Stafford

Debra F. Stafford
Debra F. Stafford

GRANTEE:

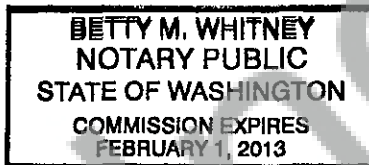
Mark W. Tittle
Mark W. Tittle

Suzie Tittle
Suzie Tittle

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania

On this day personally appeared before me GREGORY A. STAFFORD, to me known to be the individual described in 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 16 day of June, 2010.

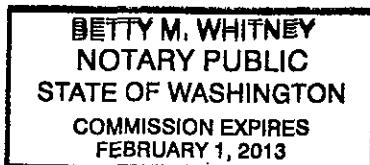


Betty M. Whitney
NOTARY PUBLIC in and for the State
of Washington, residing at Newenham
My commission expires: 2-1-2013

STATE OF WASHINGTON)
) ss.
COUNTY OF Skamania

On this day personally appeared before me DEBRA F. STAFFORD, to me known to be the individual described in 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 16 day of June, 2010.

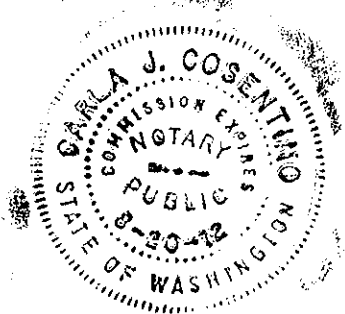


Betty M. Whitney
NOTARY PUBLIC in and for the State
of Washington, residing at Newenham
My commission expires: 2-1-13

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me MARK W. TITTLE, to me known to be the individual described in 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 6th day of July, 2010.

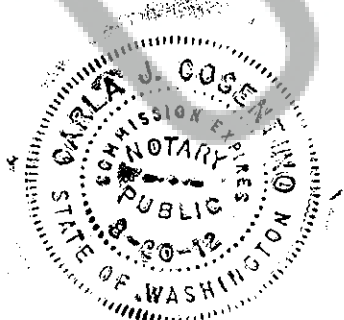


Carla J. Cosentino
 NOTARY PUBLIC in and for the State
 of Washington, residing at Stevenson
 My commission expires: 8/20/12

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me SUZIE TITTLE, to me known to be the individual described in 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 6th day of July, 2010.



Carla J. Cosentino
 NOTARY PUBLIC in and for the State
 of Washington, residing at Stevenson
 My commission expires: 8/20/12

EXHIBIT 'A'

A tract of land located in the ROSELAWN EXTENSION according to the official Plat thereof, recorded in Book 'A' of Plats, Page 65 in the County of Skamania, State of Washington, described as follows:

Lots 1, 2, 3, 4 and 5 of Block 5 of the Roselawn Extension aforesaid; and a tract described as follows:

Beginning at a point on the East line of Block 4 of said Roselawn Extension, 5.20 feet North $36^{\circ}03'31''$ West of the Southeast corner of said Block 4; thence North $36^{\circ}03'31''$ West 126.80 feet to the Northeast corner of Lot 6, Block 4, Roselawn Extension; thence North $89^{\circ}48'58''$ East along the South line of Lot 7 of said Roselawn Extension 30.85 feet to the True Point of Beginning; thence continuing North $89^{\circ}48'58''$ East 30.85 feet to the West line of Block 5 of said Roselawn Extension; thence $60^{\circ}09'26''$ West 25.15 feet; thence North $36^{\circ}03'37''$ West 111.44 feet to the True Point of Beginning.

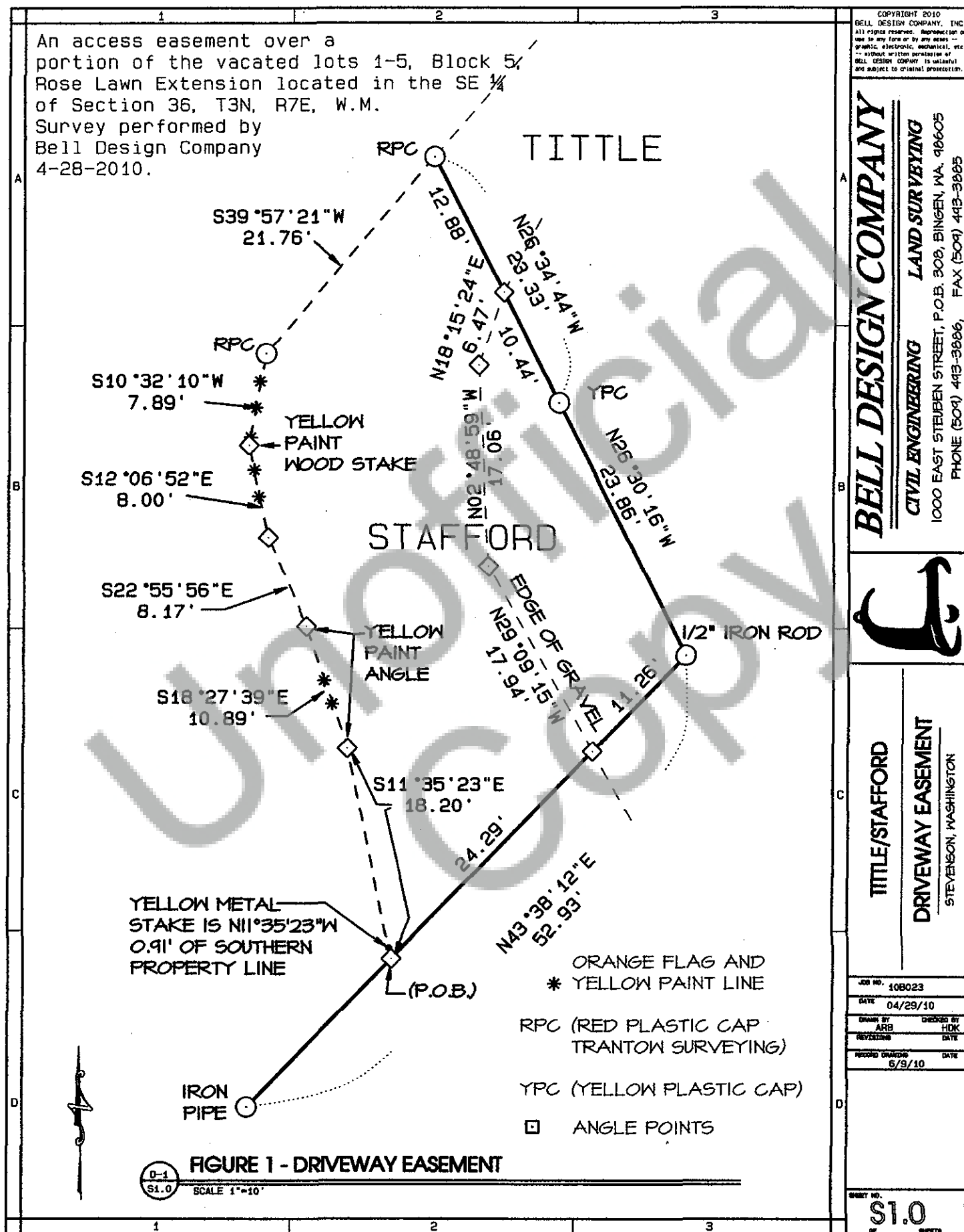
TOGETHER WITH an Easement and Right of Way for an Access Road and for Public Utilities over and across Lot 7 of Block 4 of Roselawn Extension aforesaid and over and across the North 25 feet of Block 1 of Upper Cascades Addition according to the official Plat thereof, on file and of record at Page 69 of Book 'A' of Plats, Records of Skamania County, Washington.

EXHIBIT B

(Tittle Property)

Lot 6, Block 5, ROSELAWN EXTENSION, according to the Plat thereof, recorded in Book A, Page 65, in the County of Skamania, State of Washington.

Unofficial
Copy



Easement Legal Description.

An access easement over a portion of the vacated lots 1-5, Block 5, Rose Lawn Extension located in the SE ¼ of Section 36, T3N, R7E, W.M., Tax Parcel 03073624120100 described as follows;

Commencing at a 1/2" Iron Rod and the SE corner of said tax parcel 03073624120100; thence South 43°38'12" West along the South line of said tax parcel, a distance of 35.55 feet to the True Point of Beginning and the West side of an access easement;

thence North 11°35'23" West, a distance of 18.20 feet;
thence North 18°27'39" West, a distance of 10.89 feet;
thence North 22°55'56" West, a distance of 8.17 feet;
thence North 12°06'52" West, a distance of 8.00 feet;
thence North 10°32'10" East, a distance of 7.89 feet to a Red Plastic Cap on a 5/8 inch rebar;

thence North 39°57'21" East, a distance of 21.76 feet to a Red Plastic Cap on a 5/8 inch rebar;

thence South 26°34'44" East, along the East line of said tax parcel, a distance of 12.88 feet to the intersection of said East line and the edge of a gravel driveway;

thence Southerly along the East edge of said driveway South 18°15'24" West, a distance of 6.47 feet;

thence South 2°48'59" East, a distance of 17.06 feet;

thence South 29°09'15" East, a distance of 17.94 feet;
to the intersection of the East edge of said driveway and the South line of said tax parcel;

thence Southwesterly along said South line South 43°38'12" West, a distance of 24.29 feet to the True Point of Beginning.