AFN #2011178632 Recorded 07/18/2011 at 10:43 AM DocType: EASE Filed by: WILLIAM P. MCARDEL III Page: 1 of 10 Auditor Timothy O. Todd Skamania County, WA

WHEN RECORDED RETURN TO:

William P. McArdel III 1826 - 114th Avenue NE Suite 101 Bellevue, WA 98004

EASEMENT AGREEMENT

Document Title:

Easement Agreement

Grantors: Grantee:

William A. Schueler and Rebecca J. Christoforakis Springleaf Financial Services of Washington, Inc.

Legal Description:

Lot 8 of Meaghers Addn to Stevenson, Book "A", Pg. 120

Reference Nos.:

None

Tax Parcel Nos.:

03073643140000 and 03073643150000

THIS EASEMENT AGREEMENT is entered into as of the last date subscribed below by and between WILLIAM A. SCHUELER and REBECCA J. CHRISTOFORAKIS, hereinafter collectively referred to as "Grantors", and SPRINGLEAF FINANCIAL SERVICES OF WASHINGTON, INC., a Washington Corporation, formerly known as AMERICAN GENERAL HOME EQUITY, INC., hereinafter referred to as "Grantee".

RECITALS

WHEREAS Grantors are the owners of real property commonly known as 553 NW Viewpoint Drive, Skamania, WA 98648, and legally described below as Parcel A,

PARCEL A:

Lot 8 MEAGHERS ADDITION TO STEVENSON, according to the Plat thereof, recorded in Book "A" of Plats, Page 120, records of Skamania County, Washington.

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and identified as Tax Parcel Number 03073643140000;

WHEREAS Grantee is the owner of property commonly known as 550 NW Viewpoint Drive, Stevenson, WA 98648 and legally described below as Parcel B,

PARCEL B:

Lot 7 MEAGHERS ADDITION TO STEVENSON, according to the Plat thereof, recorded in Book "A" of Plats, Page 120, records of Skamania County, Washington.

and identified as Tax Parcel Number 03073643150000;

WHEREAS Grantors desire to provide to Grantee a perpetual, non-exclusive easement for ingress and egress to Grantee's property, which easement is more particularly described as provided herein;

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, and upon the terms and conditions contained herein, the parties agree as follows:

- 1. Grant of Easement. Grantors hereby grant and convey to Grantee a non-exclusive, perpetual easement for ingress and egress upon such property as is legally described on Exhibit A attached hereto. Attached as Exhibit B is a sketch of the shape of the easement, which shall be referred to herein as the "easement area".
- 2. Consideration. For and in partial consideration of the grant of easement created herein, Grantee agrees that it shall maintain and repair the easement area such that it shall be in the same or better condition as Grantors' driveway. If Grantors incur costs maintaining or repairing the easement area, Grantee shall fully reimburse Grantors within thirty (30) days of being invoiced by Grantors. Grantee also agrees to compensate Grantors for this easement upon terms not described in this Agreement.
 - 3. Nature of Easement. This easement is appurtenant to and for the benefit of the

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Grantee, together with its successors and assigns. This grant of easement shall be perpetual, shall be binding upon the Grantors, together with their successors and assigns, and is hereby declared to be a covenant running with the land which shall burden and benefit the respective properties unless Grantee or its successors in interest, as the case may be, are in material breach of the terms and conditions of this Easement Agreement. A "material breach" is defined as a breach of the terms and/or conditions of this Easement Agreement which is alleged in writing by Grantors to Grantee, or its successors in interest, as the case may be, which alleged breach remains uncured or undisputed for a period of thirty (30) days. If the nature of such cure would reasonably require more than thirty (30) days to cure, the Grantee or its successor in interest, shall have such additional reasonable time to cure alleged breach. The parties hereto acknowledge that upon the sale or other disposition of the property of either Grantors or Grantee, that such persons, as individuals or as a legal entity, shall be relieved of any personal or entity obligation under this Easement Agreement, and agree that the obligations contained herein shall only be binding upon the successors and/or assigns of the parties hereto.

- 4. Other Easement Provisions. Grantors and Grantee agree that no parking shall be allowed upon the easement area, whether by the parties hereto or any of their agents or invitees. Grantee agrees that any existing or future gate which exists on Parcel B shall swing inward onto Grantee's property, and shall in no circumstance be allowed to swing outward onto the Grantors' property. Grantee also agrees to maintain the existing privacy fence between Parcel A and Parcel B.
- 5. Improvement. In the event Grantors, in their sole discretion, decide to upgrade the easement area to a road base or to asphalt, Grantee agrees to pay to Grantors, in advance of such work, for that portion of the road base or asphalt installation expense in the proportion that the

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size of the easement area bears to the size of the entire area to be improved to a road base or asphalt surface. In such event, Grantors shall obtain three (3) bids and Grantors may choose the winning bid at their discretion. Thereafter, the parties shall jointly measure the dimensions of the easement area and the total area to be improved by Grantors and compute their calculations of their respective responsibilities in accordance with such calculations. If Grantee fails to cooperate in the making of calculations for such purpose after thirty (30) days prior written notice, Grantors may make such calculations and submit them to Grantee in writing, in which event such calculations shall be binding upon Grantee unless contested in a court of competent jurisdiction within twenty (20) days. Grantee agrees to pay to Grantors the amount of such improvement costs, plus Washington state sales tax, within twenty (20) days of the determination of the amount of Grantee's obligation. Grantors shall complete the improvement of the driveway

6. Execution. This Easement Agreement may be executed in counterpart original form and shall be binding upon all parties hereto only when all parties have executed this Easement Agreement. It shall not be necessary for all signatures to appear on the same document in order for this Agreement to binding, but all such documents bearing original signatures shall be attached to the final document to be recorded.

Colling a Schu	h 6-302011
William A. Schueler	Date
Rebecca J. Christoforakis	<u> Qune 30, 2011</u> Date
Springleaf Financial Services of	Date

within ninety (90) days of receipt of all funds required of Grantee.

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size of the easement area bears to the size of the entire area to be improved to a road base or asphalt surface. In such event, Grantors shall obtain three (3) bids and Grantors may choose the winning bid at their discretion. Thereafter, the parties shall jointly measure the dimensions of the easement area and the total area to be improved by Grantors and compute their calculations of their respective responsibilities in accordance with such calculations. If Grantee fails to cooperate in the making of calculations for such purpose after thirty (30) days prior written notice, Grantors may make such calculations and submit them to Grantee in writing, in which event such calculations shall be binding upon Grantee unless contested in a court of competent jurisdiction within twenty (20) days. Grantee agrees to pay to Grantors the amount of such improvement costs, plus Washington state sales tax, within twenty (20) days of the determination of the amount of Grantee's obligation. Grantors shall complete the improvement of the driveway within ninety (90) days of receipt of all funds required of Grantee.

6. Execution. This Easement Agreement may be executed in counterpart original form and shall be binding upon all parties hereto only when all parties have executed this Easement Agreement. It shall not be necessary for all signatures to appear on the same document in order for this Agreement to binding, but all such documents bearing original signatures shall be attached to the final document to be recorded.

William A. Schueler	Date
Rebecca J. Christoforakis	Date
25 pr	7-5-2011
Springleaf Financial Services of	Date
Washington, Inc.	

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CONSENT TO EASEMENT AGREEMENT

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. being the Beneficiary of a Deed of Trust granted by the Grantors in the foregoing Easement Agreement with respect to the property described therein as Parcel A, hereby consents to the grant of the Easement upon the terms described in the Easement Agreement.

> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC By: Name: Philip Assistant Secretary Title:

STATE OF Texas		_	
) ss.		
COUNTY OFCollin_		44	7 . 1
On this 5 day of Jole	, 2011, before m	e, the undersigned, a N	lotary Public in and for
the State of Texas, Cary to me known	duly commissioned and	l sworn, personally app	peared Philip S
Cary to me known	to be the Assist	ant Secretary ORTGA	GE ELECTRONIC
REGISTRATION SYSTEMS	, INC, the corporation	that executed the fore	going instrument, and
acknowledged the said instrum	ent to be the free and vo	oluntary act and deed of	of said corporation, for
the uses and purposes therein m	entioned, and on oath st	ated that He	is authorized to
execute the said instrument and	that the seal affixed (if	any) is the corporate se	al of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

ELVIA C CAVAZOS Notary Public STATE OF TEXAS My Comm. Exp. 03-03-15

NOTARY PUBLIC in and for the State

Collin

Texas, Residing at

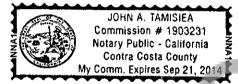
My Commission Expires: 3

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STATE OF CALIFORNIA	
) ss.
COUNTY OF CONTRA COSTA)

I, the undersigned, a Notary Public in and for the State of California, hereby certify that on this day of day of day. 2011, personally appeared before me WILLIAM A. SCHUELER, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



NOTARY PUBLIC in and for the State of California, Residing at My Commission Expires: 9/21/14

STATE OF CALIFORNIA)

COUNTY OF CONTRA COSTA)

I, the undersigned, a Notary Public in and for the State of California, hereby certify that on this 30 day of 2011, personally appeared before me REBECCA J. CHRISTOFORAKIS, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

JOHN A. TAMISIEA
Commission # 1903231
Notary Public - California
Contra Costa County
My Comm. Expires Sep 21, 2014

NOTARY PUBLIC in and for the State of California, Residing at My Commission Expires: 4/2//14

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STATE OF WASHINGTON)	
) ss.	
COUNTY OF CLARK)	
، سبر بلاب	
On this $5^{\prime\prime}$ day of $0^{\prime\prime}$, 2	2011, before me, the undersigned, a Notary Public in
and for the State of Washington, duly commission	ned and sworn, personally appeared
Kyle Phelan to me known to be	the Manager of SPRINGLEAF SERVICES
OF WASHINGTON, INC., the corporation	that executed the foregoing instrument, and
acknowledged the said instrument to be the free	and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on	oath stated that He is authorized to
execute the said instrument and that the seal affix	red (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

PUBLIC OF WASH

NOTARY PUBLIC in and for the State of Washington, Residing at Clark
My Commission Expires: 6-25-12

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LEGAL DESCRIPTION EASEMENT AREA

A non-exclusive easement for ingress and egress across a portion of Lot 8 of Meagher's Addition to Stevenson according to the Plat thereof as recorded in Book A of Plats at Page 120, records of Skamania County, lying in the Southeast quarter of the Southwest quarter of Section 36, Township 3 North, Range 7 East, of the Willamette Meridian, City of Stevenson, Skamania County, Washington described as follows:

Beginning at the most Easterly corner of said Lot 8; thence South 71° 38' West, along the South line of said Lot 8 for a distance of 23.00 feet; thence North 29° 06' 25" East, 20.73 feet to a point on the South line of View Point Road that bears North 47° 13' West, 16.00 feet from the Point of Beginning; thence South 47° 13' East, along said South line, 16.00 feet to Point of Beginning.

Except public roads.

Subject to easements and restrictions of record.



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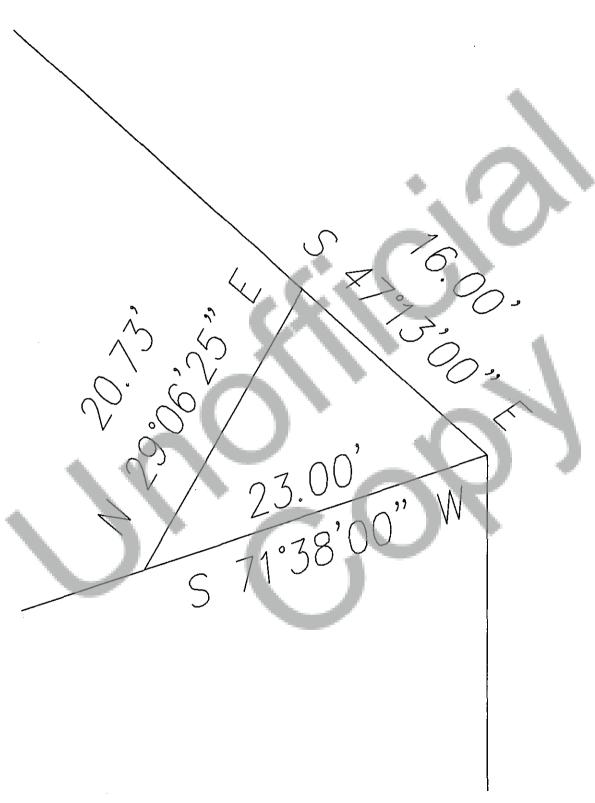


EXHIBIT B