

E A S E M E N T

WHEREAS, BROUGHTON LUMBER COMPANY, a Washington corporation ("Grantor") is the owner of the following described real property ("Broughton Property") in Skamania County:

The Southeast quarter of the Northwest quarter of the Northwest quarter Section 24, Township 3 North, Range 9 East, Willamette Meridian;

AND WHEREAS, CLEO A. STERLING, a married woman ("Grantee") is the purchaser under a Real Estate Contract of the following described real property ("Sterling Property"), as her separate property in Skamania County:

The West half of the Southwest quarter of the Northeast quarter of the Northwest quarter, Section 24, Township 3 North, Range 9 East, Willamette Meridian;

AND WHEREAS, the parties to this Easement wish to make provisions for ingress and egress across the Broughton Property to and for the benefit of the Sterling Property, and also provide a location on the Broughton Property for a septic tank, drain field and connecting pipes from and for the benefit of the Sterling Property;

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby warrants and conveys to Grantee an easement over the presently existing driveway running from the Cook-Underwood Road to the Sterling Property (in the approximate size and location shown on Exhibit A hereto) for the purpose of ingress and egress to and from the Sterling Property; PROVIDED that Grantor reserves the right to use the driveway in a manner that will not unreasonably interfere with the rights granted herein. In the event the driveway is to be used for the hauling of timber or other valuable materials, the party so using the driveway shall give the other party at least fifteen (15) days' notice prior to the commencement of such use.

2. Grantor hereby warrants and conveys to Grantee an easement over, under, through, and across the Broughton Property for the location, maintenance, repair, replacement, improvement and use of a septic tank and drain field and pipes connecting the septic tank and

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REAL ESTATE EXCISE TAX
AUG 2 1 1986

4. AID LLC

WILLIAM W. YINGER JR.
SACRAMENTO COUNTY TREASURER

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Insurance \$
Fidelity \$
M.H.L.

drain field to the presently existing house on the Sterling Property and any additions thereto, which septic tank and drain field shall be located in the area shown on Exhibit B attached hereto and shall occupy approximately six thousand forty (6,040) square feet.

3. The parties agree to maintain the driveway in a usable, neat, and uniform manner and be responsible for the cost of such maintenance occasioned by their respective use. Grantee further agrees to be responsible for the maintenance, repair, replacement, or improvement of the septic tank, drain field, and pipes connecting the septic tank and drain field to the house. Provided that any damage to the driveway, septic tank, drain field, or pipes caused by the negligence of one party or any agent, representative, invitee, or licensee of that party, shall be the liability and responsibility of that party.

4. This Agreement shall run with the land and shall be binding on the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

GRANTOR

GRANTEE

BROUGHTON LUMBER COMPANY,
a Washington corporation

By Doyle L. VanDeventer
Its VICE-PRESIDENT

Cleo A. Sterling
CLEO A. STERLING

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I hereby certify that I know or have satisfactory evidence that CLEO A. STERLING signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

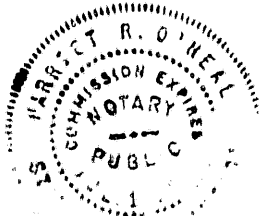
DATED this 26th day of June, 1986.

Wendell A. Todd, Jr.
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: June 6, 1988

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I hereby certify that I know or have satisfactory evidence that Doyle L. VanDeventer signed this instrument, on oath stated that he/she is authorized to execute the instrument, and acknowledged it as the Vice-President of BROUGHTON LUMBER COMPANY to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED the 2nd day of July, 1986.



Harriet R. O'Neal
NOTARY PUBLIC in and for the State
of Washington, residing at White Salmon, WA
My appointment expires: 7-1-87

EXHIBIT A

Description of Easement across the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 24, Township 3 North, Range East, W.M.

From the Cook-Underwood Road at Mile Post 7 1, an existing driveway 25 feet in width bears North $75^{\circ}41'$ East for 191.75 feet, thence North 42° East for 179.61 feet to a point on the North side of a road which the north boundary of Drainfield bears North 66° West for 102 feet. Existing driveway continues approximately 81 feet to the Sterling property boundary.

FILED FOR RECORD
SEAMANIA CO. WASH
BY J. M. L. S. 116

AUG 21 12 07 PM '86

AUDITOR
CARY H. GLECH



EXHIBIT B