

WHEN RECORDED RETURN TO:

BRIAN BEA  
262 MILLER Rd.  
WASHOUGAL, WA  
98671

DOCUMENT TITLE(S)

INGRESS, EGRESS, & UTILITY EASEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

GRANTOR(S):

BRIAN & JODY BEA

REAL ESTATE EXCISE TAX

N/A

☐ Additional names on page \_\_\_\_\_ of document.

JUL 15 2008

GRANTEE(S):

GREG DAUGEN PORT

PAID

N/A

*Judith Fabian Deputy*  
SKAMANIA COUNTY TREASURER

☐ Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

SECT. 26 T13N R7E

☐ Complete legal on page \_\_\_\_\_ of document.

TAX PARCEL NUMBER(S):

03072530070000

+

03072530060000

☐ Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

# INGRESS, EGRESS AND UTILITY EASEMENT

STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for recording on \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Auditor file No. \_\_\_\_\_ Records of this County.

Witness my hand and seal of County affixed.

Between  
Brian & Jody Bea  
262 Miller Road  
Washougal, WA 98671  
 And  
Greg Davenport  
P.O. Box 449  
Stevenson, WA 98648  
 After recording, return to (Name, Address, Zip):  
Brian & Jody Bea  
262 Miller Road  
Washougal, WA 98671

NAME TITLE  
 By \_\_\_\_\_ Deputy.

THIS AGREEMENT made and entered into on July 9, 2008, by and between Brian & Jody Bea hereinafter called the first party, and Greg Davenport hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Skamania County, State of Washington, to wit:

A tract of land described in Statutory Warranty Deed recorded in Auditors File No. 2005157594 of Skamania County Records, more particularly described as follows:

The North Half of the Southeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian; and that portion of the North Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian lying Westerly of County Road No. 2028 designated as Loop Road in the County of Skamania, State of Washington.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in the county and state, to-wit:

A tract of land described in Quit Claim Deed recorded in Book 217, Page 469 of Skamania County Records, more particularly described as follows:

All that portion of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Westerly of County Road No. 2028, designated as Loop Road.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to wit:

An Ingress, Egress and Utility Easement over and across that certain private road named Whispering Heights Lane, located within the first party's property. Said private road is more particularly described in Exhibit "B" and depicted on Exhibit "A". Said Exhibit "A" and Exhibit "B" are made part of this document.

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstruction) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be Forever, always subject, however, to the following specific conditions, restrictions and considerations:

This Easement is subject to a Road Maintenance Agreement.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

See Exhibit "A" and Exhibit "B".

and the second party's right of way shall be parallel with the center line and not more than 15.00 feet distant from either side thereof. During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for \_\_\_\_\_% and the second party responsible for \_\_\_\_\_%. (If the last alternative is selected, the percentages allocated to each party should total 100.) During the existence of this easement, 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Brian Bea

*Brian Bea*  
FIRST PARTY

Jody Bea

*Jody Bea*  
FIRST PARTY

STATE OF WASHINGTON, County of Skamania

This instrument was acknowledged before me on 7-15-08  
by Teddi Midland

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Teddi Midland*  
Notary Public for Washington

My commission expires 11-9-08

Greg Dayenport

*Greg Dayenport*  
SECOND PARTY

STATE OF WASHINGTON, County of Skamania

This instrument was acknowledged before me on 7-15-08  
by Teddi Midland

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Teddi Midland*  
Notary Public for Washington

My commission expires 11-9-11

