

AFTER RECORDING RETURN TO:
Ramona Bennett
PO Box 334,
Stevenson, WA, 98648

**INGRESS AND EGRESS EASEMENT
AND MAINTENANCE AGREEMENT**

This Agreement is entered to be effective February 3, 2016 2016 by and between
Ramona A. Bennett, trustee ("GRANTOR" herein) and
Ramona A. Bennett, trustee ("GRANTEE" herein)

WITNESSETH:

WHEREAS, GRANTOR is the owner of property described as :

Lot 3, Baars Short Plat, Recorded in Book 3 of Short Plats, Page 396. Tax Lot #002-05-31-2-702 Located in W1/2
NW1/4 Sec 31, T2N, R5 EWM all in Skamania County, State of Washington.

WHEREAS, GRANTEE is the owner of property described as:

Lot 2, Ramona Bennett Short Plat, Recorded in Book 3 of Short Plats, Page 395. Tax Lot #02-05-31-200-901-00
Located in S1/2 NW1/4 Sec 31, T2N, R5, EWM all in Skamania County, State of Washington.

WHEREAS, GRANTOR AND GRANTEE are desirous of creating and maintaining an area for easement purposes ,
under certain terms and conditions referred to herein as "Easement" being more particularly described and located as:

A common private driveway will be established for ingress and egress from Alder Road at the most south west corner
of Lot 3 Baars Short Plat, Tax Lot # 002-05-31-2-701, the approach known as 162 and 152 Alder Road. The driveway
and road will meet the legal requirements of Skamania County and will serve each property. The anticipated length of
the common driveway will be short, as a "Y" will serve the properties in different directions. The easement to Lot 2,
Ramona Bennett Short Plat will be limited to a strip of land 10 feet wide and not more than 150 feet in length from
Alder Road along Lot 3's south, east to west property line, Tax lot #002-05-31-2-702. The driveway to Lot 2 will use
Lot 2's own property where necessary for adequate width.

WHEREAS , the GRANTOR and GRANTEE wish to reduce to writing such terms, conditions and agreements
pertaining to the Easement.

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable
consideration, in hand paid by GRANTEE, and the above premises, GRANTOR and GRANTEE hereby agree as
follows:

1. GRANTOR has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND
CONVEY unto GRANTEE, a perpetual, free, continuous and uninterrupted use, liberty, privilege and easement to use
and enjoy the above described Easement.

2. Neither GRANTOR nor GRANTEE shall erect any improvements or other facilities upon this Easement which may impair the flow of traffic over and across same.
3. GRANTOR hereby grants to GRANTEE the right to permit the GRANTEE, GRANTEE'S invitees, guests and others of the general public coming on the premises to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for lawful ingress and egress purposes.
4. This Easement shall be ONLY for the limited purpose of access, ingress, egress and maintenance to and from GRANTEE'S property.
5. GRANTEE will maintain the Easement in an all-weather road surface condition until such time (if any) in the future when the Easement is released by written instrument, signed and acknowledged by the then owner(s) of GRANTEE'S property.
6. Since this is established as a common driveway and a common short road created by GRANTOR and by GRANTEE it may be necessary for future owners to maintain their driveways separately if future owners can't agree on common maintenance. Future owners of property included in the original Baars Short Plat using this access, ingress and egress to Alder Road must participate financially to road maintenance if it becomes a common road.
7. GRANTOR and GRANTEE specifically indemnify and hold harmless any holder of any debt secured by GRANTEE'S property or GRANTOR'S property against any and all liabilities or claims or causes of action including attorneys' fees arising from any allegations that the roadway is or was not properly maintained or was otherwise in an unsafe condition.
8. Said Easement shall bind and inure to the respective benefit of GRANTOR and GRANTEE. As used herein the terms GRANTOR and GRANTEE shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of GRANTOR'S property and GRANTEE'S property.
9. This is an easement, not a license. The Easement and right-of-way granted hereby is for the benefit of the GRANTEE'S property and shall be appurtenant to and run with the GRANTEE'S property.
10. It is intended that this Easement shall be construed as being an adequate, legally enforceable road maintenance.

In Witness Whereof, the said GRANTOR have executed this instrument this 3 day of February, 2016

Ramona A. Bennett, Trustee
 Ramona A. Bennett, trustee

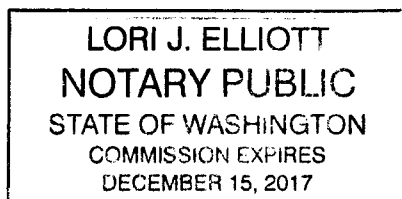
STATE OF WASHINGTON

SS. (INDIVIDUAL ACKNOWLEDGEMENT)

County of Skamania

I certify that I know or have satisfactory evidence that Ramona A Bennett is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be of her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3 day of February 2016 Lori J. Elliott



Print name Lori J. Elliott

Notary Public for the State of Washington

My appointment expires: Dec 15, 2017