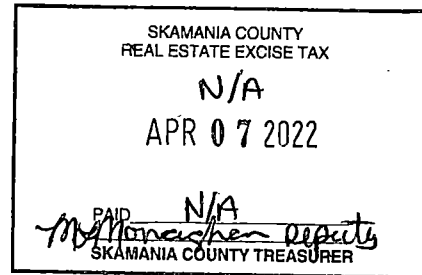




00012698202200007200040040

After Recording Deliver to:
George R Elkins
1501 Canyon Creek Road
Washougal, WA 98671



Grantor: Donald W. Browning

Grantee: George R. Elkins and Janet E. Elkins

Assessor's Property Tax Parcel Account Number(s): 01050400150200 (burdened); 01050400150400, (benefited)

Abbreviated Legal Desc.: LOT 1 ELKINS SP Vol. 3 p. 64 LOT 1 (burdened); LOT 4 GEORGE ELKINS SP BK 3/PG 240 (benefited)

EASEMENT FOR INGRESS, EGRESS, AND UTILITIES

This Agreement made this 4 day of 4, 2022, between Donald W. Browning, hereinafter called "**Grantor**" and George R. Elkins and Janet E. Elkins hereinafter called "**Grantee**".

1. Grantor owns certain real property located in Skamania County, Washington, over which Grantor is willing to convey to Grantee an Ingress and Egress Access and Utility Easement, the real property owned by Grantor is described as follows:

A tract of land in the Southeast Quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the G. Elkins Short Plat, recorded in Book 3 of Short Plats, Page 64.
Records of Skamania County, Washington

EXCEPT that portion lying within Highway and Road.

2. Grantee owns certain real property located in Skamania County, Washington, to which Grantor is willing to convey to Grantee an Ingress and Egress Access and Utility Easement, the real property owned by Grantee is described as follows:

A tract of land in the Southeast Quarter of Section 4, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 4 of the G. Elkins Short Plat, recorded in Book 3 of Short Plats, Page 240.
Records of Skamania County, Washington

EXCEPT that portion lying within Highway and Road.

3. Grantor hereby grants to Grantee a perpetual Ingress and Egress Access and Utility Easement, over, under, and across the following described property:

A 50.00-foot-wide strip of land centered on an existing gravel road, located in a portion of Lot 1 of the G. Elkins Short Plat, recorded in Book 3 of Short Plats, Page 64, records of Skamania County, Washington. Said 50.00-foot-wide strip of land being 25.00 feet on each side of the following described centerline.

Commencing at the Northwest corner of Lot 1 of the G. Elkins Short Plat, recorded in Book 3 of Short Plats, page 64, records of Skamania County; Thence North $48^{\circ}23'13''$ East, along the south line of SR-140 and the north line of said Lot 1, a distance of 200.50 feet to the **Point of Beginning** of the centerline hereindescribed. Thence in a Southwesterly direction along the centerline of said existing road the following six (6) courses; 1) Thence South $12^{\circ}04'27''$ West, a distance of 74.62 feet; 2) Thence South $22^{\circ}41'01''$ West, a distance of 82.36 feet; 3) Thence South $09^{\circ}26'21''$ West, a distance of 56.34 feet; 4) Thence South $18^{\circ}16'34''$ West, a distance of 80.43 feet; 5) Thence South $30^{\circ}15'49''$ West, a distance of 70.22 feet; 6) Thence South $37^{\circ}12'50''$ West, a distance of 61.52 feet to a point on the west line of said Lot 1 and the **Point of Terminus** of the centerline being described. The side lines of said 50.00-foot strip of land, to be lengthened or shortened to intersect the northerly and westerly line of said Lot 1.

Said strip of land is depicted in Exhibit A. which is made a part of this document.

4. The rights, duties, and obligations created by this document shall be deemed to run with the lands benefited and burdened by the easement, and inure to and be binding upon the heirs, successors and assigns of the respective parties hereto.
5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of grantee's use of the easement strip, Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.
6. Maintenance cost of the easement shall be proportional to the use of easement.
7. Once signed and recorded this easement will supersede any prior easements or agreements between the referenced properties for the access to and from the properties being described herein.
8. The undersigned covenants and agrees it is the sole owner of the above-described real property.

DATED this 4 day of 4, 2022

Personal Representative of the
Estate of Donal Wayne Browning
Lucia C. Mercado
By: Donald W. Browning

STATE OF Washington)
County of CLARK) ss
)

I certify that I know, or have satisfactory evidence that Donald W. Browning, is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be voluntary act for the uses and purposes mentioned in the instrument.

Heena Dwivedy
Notary Public of Washington
My Commission Expires: 9-10-25

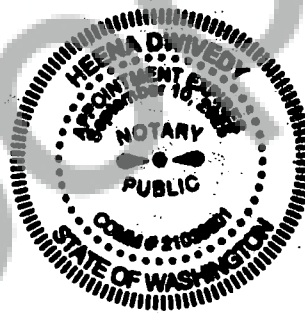


EXHIBIT "A"

