

SK-14814/ES-581
04-75-36-0-0-1403-00

**AGREEMENT CREATING MUTUAL
EASEMENT FOR COMMON DRIVEWAY**

AGREEMENT made JUNE 2ND, 1988, between **TIMOTHY P. MEYERS** and **ALICE M. MEYERS**, husband and wife, of Star Route, Carson, County of Skamania, State of Washington, hereinafter sometimes referred to as "Meyers", and **LLOYD M. LOUTHER** and **ANNA M. LOUTHER**, husband and wife, of Star Route, City of Carson, County of Skamania, State of Washington, hereinafter sometimes referred to as "Louther".

Recitals

1. The parties have an interest in adjoining real estate situated in the County of Skamania, State of Washington, and described, respectively, as follows:

Lot 1 of the **ROY C. LOUTHER SHORT PLAT** as recorded in Book 1 of Short Plats at Page 16, Skamania County Records.

Lot 2 of the **ROY C. LOUTHER SHORT PLAT** as recorded in Book 1 of Short Plats at Page 16, Skamania County Records.

2. The parties to this agreement desire to create a mutual easement for the benefit of each of them for the use and maintenance of a certain driveway which traverses both of the above-described parcels of real estate and which is indicated on Exhibit "A" attached hereto and incorporated herein.

For and in consideration of the mutual covenants herein contained, which covenants shall run with the land, the parties agree as follows:

An easement for a common driveway in favor of Lot 1 of said Roy C. Louther Short Plat, owned by Timothy P. Meyers and Alice M. Meyers, husband and wife, is hereby created over Lot 2 of said Roy C. Louther Short Plat, 14 feet in width in the location indicated on Exhibit A, and an easement for a common driveway is hereby created in favor of Lot 2 of said Roy C. Louther Short Plat, owned by Lloyd M. Louther and Anna M. Louther, husband and wife, over Lot 1 of said Roy C. Louther Short Plat, 14 feet in width in the location indicated on Exhibit A for the purpose of creating a common driveway for the benefit of both of the above-described lots.

SECTION ONE
Expenses to be Shared

The parties agree to share equally the costs and expenses of maintaining the above-described mutual easement in good repair as set forth in this agreement.

SECTION TWO
Maintenance and Repairs Defined

The repairs and maintenance to be undertaken and performed under this agreement shall include the following and only the

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following:

Repair of chuckholes, resurfacing with gravel and removal of vegetation.


Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the express written consent of each of the parties and an assumption by each in writing of his proportionate share of financial liability for the cost of such additional repairs or maintenance.

SECTION THREE
Indemnity

Each of the parties agrees to indemnify the other against all liability for injury to himself or damages to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

This easement is superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that the burden and benefits of the above covenants set forth shall run with the land.

In Witness Whereof, the parties hereto have executed this agreement at STEVENSON, WASHINGTON the day and year first above written.


TIMOTHY P. MEYERS


LLOYD M. LOUTHIER

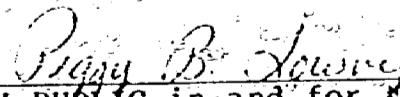

ALICE M. MEYERS


ANNA M. LOUTHIER

STATE OF WASHINGTON)
) ss
Skamania County)

On this day personally appeared before me TIMOTHY P. MEYERS and ALICE M. MEYERS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of ~~May~~ ^{June} 1988.


NOTARY PUBLIC in and for the
State of Washington, residing
in Carson
Commission expires 2/23/91

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Jan 3 11 11 AM '88
A. V. Dep.
AUDITOR
GARY M. OLSON



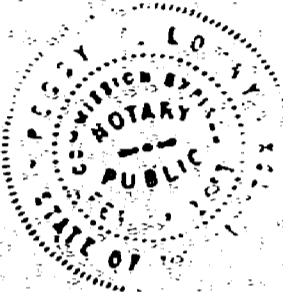
STATE OF WASHINGTON)
) ss
Skamania County)

On this day personally appeared before me LLOYD M. LOUTHER and ANNA M. LOUTHER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

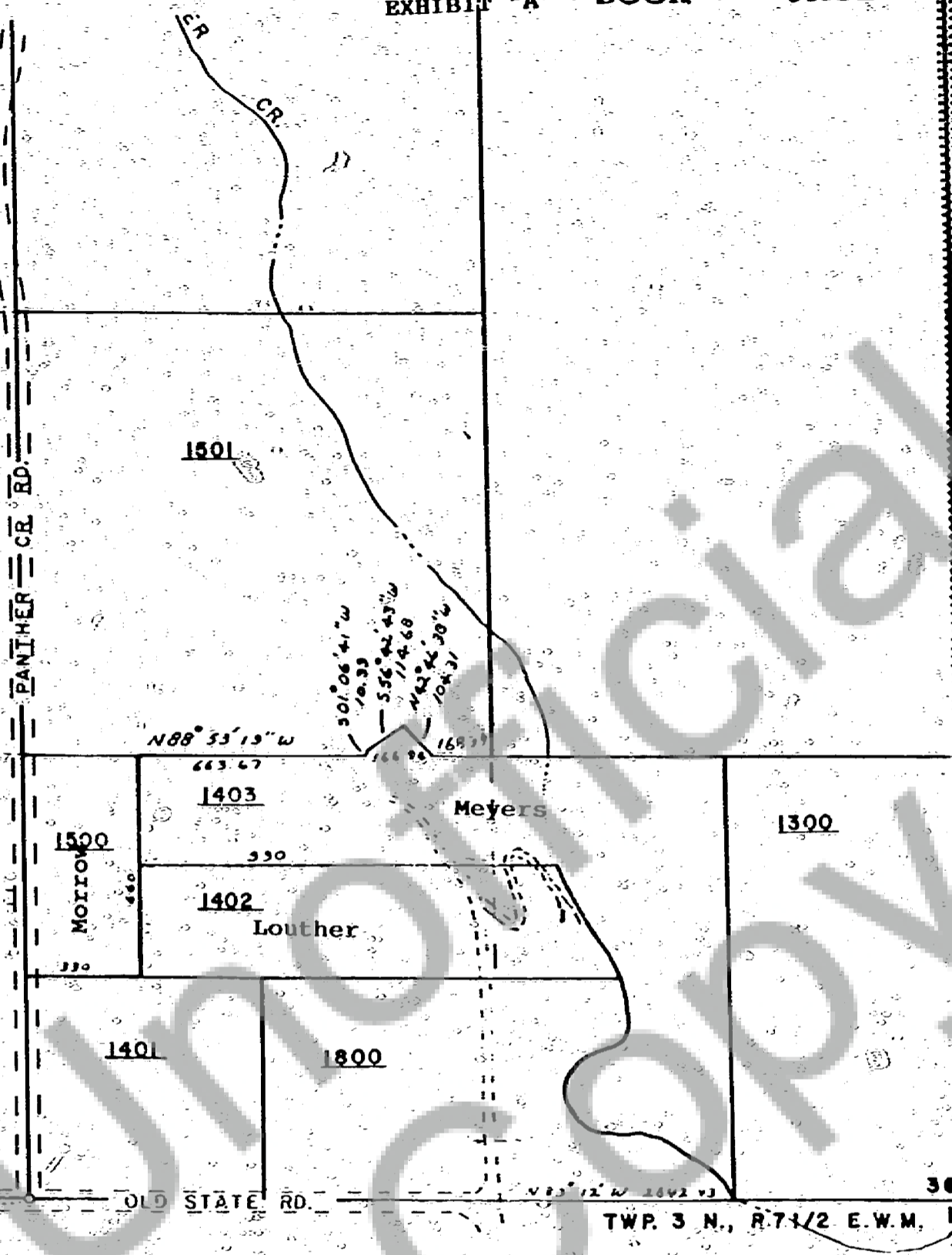
GIVEN under my hand and official seal this 2nd day of June, 1988.

Peggy B. Lowry
NOTARY PUBLIC in and for the
State of Washington, residing
in Carson

Commission expires 2/23/91



UNOFFICIAL COPY



TWP. 3 N., R. 7 1/2 E.W.M. 1

4-7 1/2-36

REVISED
11/20/87

SKAMANIA COUNTY
WASHINGTON
Scale: 1" = 400'

SECTION
SEC. 36 T. 4 N., R 7 1/2 E.W.1
4-7 1/2-36

EXHIBIT "A"