

## EASEMENT AND PARTY DRIVEWAY AGREEMENT

EFFECTIVE DATE:

APRIL 24, 1991

PARTIES:

Linda Teresea Georgis, Gerald Kevin Georgis, and Thomas Arlis Georgis, as joint tenants with right of survivorship and not as tenants in common (hereinafter referred to as ("Georgis"));

FILED  
SKAMANIA CO. TITLE

MAY 7 3 33 PM '91

GAR:

Registered	/
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Filed	5/16/91
Mailed	

and

Robin E. Dodd, a single man (hereinafter referred to as "Dodd").

RECITALS:

A. Georgis own certain property described as Lot 11, HIDEAWAY ON THE WASHOUGAL, according to the recorded plat thereof recorded in Book A of Plats, page 151, in the County of Skamania and State of Washington; said property being improved by part of a graveled driveway running along its northerly line; and

B. Dodd owns certain property described as Lot 12, HIDEAWAY ON THE WASHOUGAL according to the recorded plat thereof recorded in Book A of Plats, page 151, in the County of Skamania and State of Washington; said property being improved by part of a graveled driveway running along its southerly line; and

C. The driveway improvements on the respective properties adjoin and abut each other along the common property line between the two properties, and neither driveway improvement alone is sufficient to accomodate the vehicular traffic relating to the use of the respective properties; but both driveway improvements, together, are sufficient and adequate for the vehicular traffic of both properties; and

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SAUNDRA WILLING  
TREASURER OF SKAMANIA COUNTY

Georgia J. Kinnel, Skamania County Auditor  
By: J. L. Paroul # 2-5-14 - 2-2-14

April 8, 1991

DESCRIPTION OF JOINT DRIVEWAY EASEMENT TO  
BE SHARED BY "GEORGIS" (MOORE) AND "DODD"

A non-exclusive easement for ingress, egress, and utilities  
over a 15 foot strip lying 7.5 feet on each side of the  
following described centerline.

BEGINNING at the most Easterly Northeast corner of Lot  
11, "Hideaway on the Washougal" in the Northwest  
quarter of Section 14, Township 2 North, Range 5 East,  
Willamette Meridian, Skamania County, Washington and  
shown in Book "A" of Plats, Page 151, Records of the  
Skamania County Auditor; thence North 49° 59' West  
along the line between Lots 11 and 12, a distance of  
136.00 feet to the terminus of said centerline.

Id/Georgis

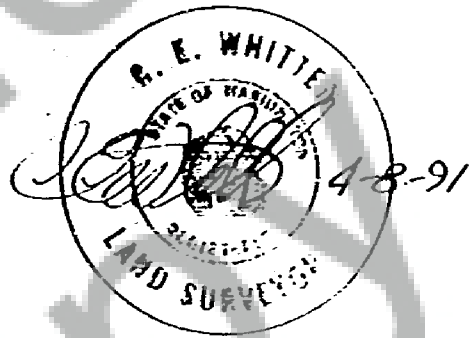


EXHIBIT A

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D. The parties wish to provide for the unobstructed use of the driveway improvements for ingress, egress, and utilities and for the maintenance of the driveway improvements for their mutual benefit. The existing driveway has gravel, culverts, and a gate at the entrance.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. **Mutual Easements.** Georgis grants to Dodd, and Dodd grants to Georgis, an easement of ingress, egress, and utilities over so much of their respective property as is presently improved as part of a graveled driveway for use of vehicular traffic used in connection with their respective properties. The mutual easements are legally described in Exhibit "A" attached hereto.
2. **Obstructions.** The parties shall not obstruct, impede, or interfere, either with the other, in the reasonable use of such driveway improvements for the purposes of ingress, egress, and utilities to and from the respective properties.
3. **Maintenance.** The parties shall maintain their respective driveway improvements in a usable, neat, and uniform manner, so that the overall appearance of the said driveway improvements is that of one driveway. The parties shall share the cost of maintaining said driveway improvements. Any extraordinary cost of repair and rebuilding said driveway improvements shall also be shared equally; except that any damage due to the negligence of any third person who uses or has used the driveway improvement pursuant to authority of either party hereto, in which case, the party granting such authority to use shall be liable for such damages.
4. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, assigns, and successors.

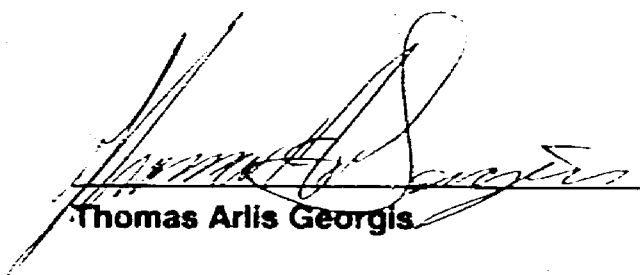
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.



Linda Teresea Georgis



Gerald Kevin Georgis



Thomas Arlis Georgis



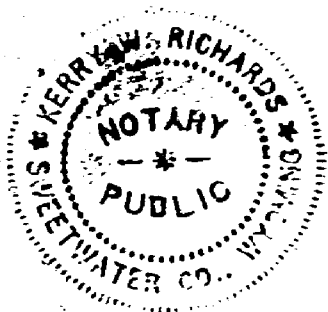
Robin E. Dodd

STATE OF <sup>Wyoming</sup> WASHINGTON )  
COUNTY OF <sup>Sweetwater</sup> CLARK ) SS.

BOOK 123 PAGE 196

On this day personally appeared before me **Linda Teresea Georgis, Gerald Kevin Georgis, and Thomas Arlis Georgis**, as joint tenants with right of survivorship and not as tenants in common, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged to me 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 29th day of April, 1991.

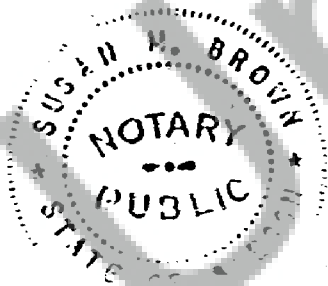


Kerry W. Richards  
NOTARY PUBLIC in and for the State of Wyoming  
~~Washington~~ residing at Rock Springs, Wyoming  
My Commission expires: August 7, 1993

STATE OF WASHINGTON )  
COUNTY OF CLARK ) SS.

On this day personally appeared before me **Robin E. Dodd**, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24TH day of APRIL, 1991.



Susan M. Brown  
NOTARY PUBLIC in and for the State of OREGON  
~~Washington~~ residing at PORTLAND, OREGON  
My Commission expires: OCTOBER 19, 1992

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