

120306

ROAD EASEMENT AND MAINTENANCE AGREEMENT

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THIS AGREEMENT is entered into between John V. Gittins and Ruth L. Gittins, husband and wife (herein "Gittins"), and Christopher L. Ford and Jeri Gay Ford, husband and wife (herein "Ford").

WHEREAS, Gittins is the owner of certain real property described as Lot 1, Gittins Short Plat, Short Plat No. 113261 recorded in Book 3, Page 208 of Plats, records of Skamania County, Washington (herein "Lot 1");

WHEREAS, Ford is the owner of certain real property described as Lot 2, Gittins Short Plat, Short Plat No. 113261 recorded in Book 3, Page 208 of Plats, records of Skamania County, Washington (herein "Lot 2");

WHEREAS, the Gittins Short Plat includes a road, 30' in width, along the southerly line of Lot 1 as an access easement for Lot 2;

WHEREAS, in connection with the future development of their respective parcels, which may include subdivision of either lot, the parties desire to enter this agreement to provide for extension of the platted road and for the construction and maintenance of the platted road and its extension;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties set forth the following:

Registered	✓
Indexed, Dir	✓
Indirect	✓
Filed	
Noted	

Clara J. Kimball, Skamania County Assessor
By: [Signature] Parcel # 03-08-20-3-1-6101-00 4/16/97

JW

1. **GRANT OF ADDITIONAL EASEMENT.** The parties hereby grant and convey, each to the other, an easement for ingress, egress and utilities, fifteen feet in width on each side of the common boundary between Lots 1 and 2.

2. **CONSTRUCTION OF INITIAL ROAD/USE/MAINTENANCE.**

(a) The parties agree that they will, without unreasonable delay, immediately undertake the construction of a road along the route of the roadway set out in the short plat, with said road continuing north along the route of the additional easement set out in Paragraph 1 hereinabove, to a point on their common boundary line which is approximately 219.52 feet northerly of the south corner of their mutual boundary line. Each party shall pay one-half (1/2) of the cost of construction of the roadway described in this Paragraph 2. The roadway to be constructed shall be suitable for travel by all vehicles, including construction vehicles and heavy equipment, in all seasons.

(b) The easement and road constructed pursuant to this Paragraph 2 shall be for the joint and mutual use of Lots 1 and 2, including any future subdivisions of Lot 1 or 2.

(c) Until such time as either Lot 1 or Lot 2 is further subdivided, Grantor and Grantee shall share equally in the costs of maintaining the road described in this Paragraph 2 in good and passable condition. Upon any subdivision of either Lot 1 or Lot 2, Grantor and Grantee shall determine the pro-rata maintenance share

for Grantor and Grantee and for any newly created lot, and record an appropriate amendment of this agreement.

(d) The repairs, maintenance and restoration to be undertaken and performed shall include the filling of chuckholes, grading, maintaining sufficient gravel depth for safe all-weather travel, maintaining ditches, drainage ways, culverts and shoulders, the removal of vegetation which may hinder travel on the roadway, and other minor repairs necessary for maintaining the roadway in a good, passable condition under all weather and traffic conditions.

(e) The cost of repairs to the road for extraordinary damage caused by an owner shall be borne by the party responsible for such damage. Examples of such extraordinary damage include but are not limited to the following: damage caused by passage of heavy trucks and equipment, utility trenching and excavation, and damage caused by alteration of drainage patterns.

3. FUTURE CONSTRUCTION OF ROAD EXTENSION/USE/MAINTENANCE.

(a) Either party, or any owner of a parcel in any future subdivision of Lot 1 or 2, may, at their sole discretion and expense, at any time undertake to construct an extension of the road along the common boundary of Lots 1 and 2, north of the point which is 219.52 feet north, more or less, of the south corner of the parties' mutual boundary line. Any other owner may, at their sole discretion, elect to share in the cost of construction of the road extension, either by contribution at the time of construction or by later contribution.

(b) The easement and road extension constructed pursuant to this Paragraph 3 shall be for the exclusive use of only those owners contributing to the cost of construction thereof, either by contribution at the time of construction or by later contribution.

(c) Any party having the right to use of any extension road constructed pursuant to this Paragraph 3 shall share equally in the costs of maintaining the road in good and passable condition.

(d) The repairs, maintenance and restoration to be undertaken and performed shall include the filling of chuckholes, grading, maintaining sufficient gravel depth for safe all-weather travel, maintaining ditches, drainage ways, culverts and shoulders, the removal of vegetation which may hinder travel on the roadway, and other minor repairs necessary for maintaining the roadway in a good, passable condition under all weather and traffic conditions.

(e) The cost of repairs to the road for extraordinary damage caused by an owner shall be borne by the party responsible for such damage. Examples of such extraordinary damage include but are not limited to the following: damage caused by passage of heavy trucks and equipment, utility trenching and excavation, and damage caused by alteration of drainage patterns.

4. **INSTALLATION AND MAINTENANCE OF UTILITIES.** The cost of installation and maintenance of any utilities within the platted easement or the additional easement granted under Paragraph 1 shall be the sole responsibility of the party or parties served by the utilities. The party or parties served by the utilities shall, at

their sole cost and expense, restore the roadway to its pre-existing condition after the installation or maintenance of any utilities.

5. **HOLD HARMLESS/INDEMNIFICATION.** Each of the parties shall release and hold the other harmless from any liability arising out of the use of the roads and the easement granted hereunder.

6. **TERM.** The term of this agreement shall be perpetual and without limit and shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assigns of the parties and shall constitute covenants running with each of the parcels. This agreement represents the entire understanding of the parties and shall continue as an encumbrance against their respective lands terminable only upon mutual written agreement.

7. **ATTORNEY FEES.** In the event of any action to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

GRANTOR:


John V. Gittins


Ruth L. Gittins

GRANTEE:

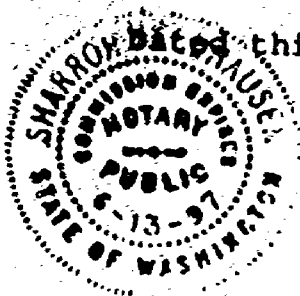

Christopher L. Ford


Jeri Gay Ford

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA) SS.

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I CERTIFY that I know or have satisfactory evidence that John V. Gittins and Ruth L. Gittins are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated this 15th day of August, 1994.

Sharron Feldhausen
Name SHARRON FELDHAUSEN
NOTARY PUBLIC in and for
the State of Washington
My commission expires 6-13-97

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA) SS.

I CERTIFY that I know or have satisfactory evidence that Christopher L. Ford and Jeri Gay Ford are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated this 15th day of August, 1994.

Sharron Feldhausen
Name SHARRON FELDHAUSEN
NOTARY PUBLIC in and for
the State of Washington
My commission expires 6-13-97

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kielinski*

AUG 16 3 54 PM '94
P. Lowry
AUDITOR
GARY M. OLSON