

126358

ROAD EASEMENT AND
MAINTENANCE AGREEMENT

BOOK 159 PAGE 844

THIS AGREEMENT, made and entered into this 2 day of ^{October} ~~September~~, 1996, by and between Daniel L. Huntington and Hambleton Brothers Lumber, who are owners of adjoining properties located in Section 4, Township 1 North, Range 5 East, Skamania County, Washington, applies to the granting, development, and maintenance of the below described permanent easement:

A Forty-Foot wide easement for ingress, egress, and utilities, the center of which begins at a point on Bushlach Road approximately 295 feet West of the intersection of Bushlach Road and Canyon Creek Road, thence generally following a Northwesterly direction to a point 20 feet North of the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 4, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, thence due North along the East edge of said Quarter-Quarter Section to a point 200 feet South of the center of said Section 4.

WHEREAS, the landowners are desirous of entering an agreement pertaining to the establishing, development, and maintenance of said easement:

NOW THEREFORE, for and in consideration of the reciprocal granting of the above easements across the respective encumbered properties, and of the mutual covenants herein contained, the parties hereto agree as follows:

- (1) That the each party shall grant his own interest in said easement to the other, his heirs, successors, and assigns.
- (2) That Dan Huntington shall develop, within two years of today's date, the easement as an all-weather road with base rock and gravel.
- (3) That the users shall be responsible for and pay for all repairs and maintenance of the roadway necessary as a direct or indirect result of their own activities.
- (4) That the parties, their heirs, successors and assigns, may use the easement for any legal purpose whatever, notwithstanding that neither party may block said easement or otherwise prevent any entitled party from using any portion of the easement.
- (5) That all timber, growing now and in the future, located on the easement belongs only to the owner of the land over which the easement lays. If any trees with commercial value are removed during development of the easement, said trees shall be prepared for placement on a truck and left at an accessible location along the easement.

[Signature]
Daniel Huntington

[Signature]
Hambleton Brothers, Inc.

Appeared before me this 2nd day of October, 1996. My commission expires March 3, 1998

NA
REAL ESTATE EXCISE TAX

OCT - 4 1996

PAID NA

SKAMANIA COUNTY TREASURER

Reg. fees ☒
Ad. xcd. Dir ☒
Interest ☒
Filed ☒
Mailed ☒

FILED FOR RECORD
SKAMANIA CO. WASH
BY *[Signature]*

OCT 4 11 32 AM '96
[Signature]
AUDITOR
GARY H. OLSON

Gary H. Olson, Skamania County Auditor

Date 10/04/96 - Parcel 8 - 1-5-4- 8-7-100-1501