

138964

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FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kielpinski & Woodrich*

AUG 25 3 12 PM '00

Olson
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:
1. Road Easement and Maintenance Agreement

Grantor(s): [Last name first, then first name and initials]

1. Taylor, Micah
2. Taylor, Danielle

☐ Additional names on page _____ of document

Grantee(s): [Last name first, then first name and initials]

1. Carrico, Paula

☐ Additional names on page _____ of document

REAL ESTATE EXCISE TAX

21016
AUG 25 2000

PAID *128.00*
Olson
SKAMANIA COUNTY TREASURER

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

SE 1/4 of the NW 1/4 of Section 34, TWP 2 N, Range 6 EWM

☒ Complete legal description is on page 4 & 5 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

Bk 178/Pg 491/131952 *Vol 202 Pg 60 AF 138962*

☐ Additional numbers on page _____ of document

Assessor's Property Tax Parcel/Account Number(s):

02 06 34 00 0201 00

02 06 34 00 0203 00

Gary H. Martin, Skamania County Assessor
Date *8-21-00* Parcel # *2-6-31-202*

☐ Property Tax Parcel ID is not yet assigned

By _____
Indexed ☒
Filed ☒
Date _____
Time _____

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After recording return to:
Kielpinski & Woodrich
P.O. Box 510
Stevenson, WA. 98648

ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between PAULA CARRICO a single woman herein "CARRICO"; and MICAH TAYLOR and DANIELLE TAYLOR, husband and wife, herein "TAYLORS"

WHEREAS, the Taylors are the owners of certain real property situate in Skamania County, Washington legally described as:

The South East quarter of the North West quarter of Section 34, Township 2, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, more fully described :

A parcel of land located within the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington and being a portion of the tract described in that particular document recorded in Book 114, Page 110 of Deeds, records of said County,

and more particularly described in Exhibit "A" attached hereto and incorporated herein;

WHEREAS, Paula Carrico is the owner of certain real property situate in Skamania County, Washington legally described as:

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A tract of land in the East half of the Northwest Quarter of Section 34, Township 2 North Range 6 East of the Willamette Meridian in the County of Skamania, State of Washington

and more particularly described in Exhibit "B" attached hereto and incorporated herein;

WHEREAS, the parties hereto have executed a road easement across the Taylors' property for the use and benefit of Carrico property, said easement being of record under Book No. 202 Page No. 60 Skamania County Auditor's No. 138962, which easement is incorporated herein as though fully set forth;

WHEREAS, the parties wish to enter this agreement to evidence their agreement and to provide for maintenance of said road easement recorded under Book No. 202 Page No. 60 Skamania County, Washington, Auditor's No. 138962;

NOW, THEREFORE, in consideration of the mutual benefits to the Taylors and Carrico, their heirs and assigns, the parties set forth the following:

1. **EASEMENT.** The easement is for a road across the Taylors' property for the use and benefit of the property owned by Paula Carrico, her heirs successors and assigns.

2. **MAINTENANCE.** The following provisions shall apply to maintenance of the road, either in its existing location or after any relocation, re-routing, improvement or other change as may be mutually agreed upon by the parties, their heirs, successors or assigns.

a. Except as provided herein below, each of the parties shall share equally in the costs of maintaining the road in good and passable condition.

b. The cost of repairs to the road for extraordinary damage caused by a party 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. **HOLD HARMLESS.** Each of the parties agrees to indemnify and hold the other party harmless against all liability for injury to him/herself or to his/her guests, invitees, licensees, agents or employees, or damage to property when such injury or damage shall result from or arise out of or be attributable to use of the road or to any maintenance or repair undertaken pursuant to this agreement.

4. **BINDING EFFECT.** This agreement shall constitute a covenant running with the respective lands of the parties and shall bind and inure to the benefit of the parties and their heirs, successors, and assigns.

5. **ATTORNEYS' FEES.** In the event of any action to enforce this agreement, the prevailing party shall be entitled to costs and a reasonable attorneys' fees.

Paula Carrico
PAULA CARRICO

Micah Taylor
MICAH TAYLOR

Danielle Taylor
DANIELLE TAYLOR

EXHIBIT "A"

A parcel of land located within the Southeast Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington and being a portion of the tract described in that particular document recorded in Book 114, Page 110 of Deeds, records of said County, described as follows:

Beginning at the Southeast Corner of said tract, which point lies 340 feet North of the Southeast Corner of said Southeast Quarter of the Northwest Quarter; thence continuing North along the East line thereof a distance of 413.53 feet; thence along the Northerly edge of a driveway, extended South 75 degrees 35'26" West 460.01 feet to an iron rod; thence South 59 degrees 13' 13" West 487.07 feet to the centerline of Duncan Creek; thence along said centerline South 42 degrees 17'01" East 38.28 feet to the South line of said parcel; thence East 829.07 feet to the point of beginning.

EXCEPTING therefrom any portion of Woodard Creek Road #10140 and its appurtenant right of way.

EXHIBIT "B"

Lot 4 of the Hart Short Plat recorded in Book 3 of Short Plats, Page 271, Skamania County Records.

SUBJECT TO:

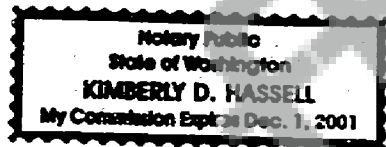
1. Rights of others thereto entitled in and to the continued uninterrupted flow of Duncan Creek, and rights of upper and lower riparian owners in and to the use of the water and the natural flow thereof.
2. Any adverse claims based upon the assertion that Duncan Creek has moved.
3. Easement for Pipeline, including the terms and provisions thereof, recorded December 29, 1921 in Book S, Page 450.
4. Easement for Pipeline, including the terms and provisions thereof, recorded as Book 37, Page 499.
5. Road Maintenance Agreement, including the terms and provisions thereof, recorded July 27, 1993, in Book 151, Page 427.

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that
MICAH TAYLOR and DANIELLE TAYLOR signed this instrument and
acknowledged it to be their free and voluntary act for the uses
and purposes mentioned in the instrument.

Dated: This 21st day of August, 2000



Kimberly Hassell
NOTARY PUBLIC in and for
the State of Washington
Commission expires 12/01/01

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STATE OF OREGON)
COUNTY OF Jackson) ss.

I certify that I know or have satisfactory evidence that
PAULA CARRICO signed this instrument and acknowledged it to be her
free and voluntary act for the uses and purposes mentioned in the
instrument.

Dated: This 31st day of July, 2000.



[Signature]
NOTARY PUBLIC in and for
the State of Tennessee OR.
Commission expires Jan 13-04