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Page 1 of 9  
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Filed by: JOHN CRUMPACKER  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$40.00

**RETURN TO:**

Alexander Mecl  
3858 Carson Street, Suite 220  
Torrance, CA 90503

## JOINT MAINTENANCE AGREEMENT

The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose and shall not affect the intent of any warranty contained in the document itself.

Reference number(s) of related document: \_\_\_\_\_

**Grantors:** (1) **HIGHLAND ORCHARDS, LLC**  
(2) **ORGANIC PRODUCE, LLC**  
(3) **WINE SPRING, LLC**

**Grantee:** (1) **HIGHLAND ORCHARDS, LLC**  
(2) **ORGANIC PRODUCE, LLC**  
(3) **WINE SPRING, LLC**

**Abbreviated Legal Description:** (300) Secs. 18 and 19, T3N, R10 - Ptn SE1/4 NE1/4 NW1/4 Sec. 19; NE1/4 NE1/4 NW1/4 Sec.19; Ptn of SW1/4 NE1/4 NW1/4 Sec. 19; Ptn of NW1/4 NE1/4 NW1/4 Sec. 19; Ptn of Parcel V W1/2 E1/2 W1/2 SW1/4 Sec. 18; (302) Lots 3 and 4 SEELEY SUBDIV; SW1/4 SE1/4 NW1/4; Ptn SE1/4 SE1/4 NW1/4 and S1/2 N1/2 SE 1/4 NW 1/4, Sec. 19, T3N, R10; (303) Ptn NE1/4 of Govt Lot 2 and Ptn SE1/4 of Govt Lot 1, Ptn N1/2 N1/2 SE1/4 NW1/4; Ptn SW1/4 NE1/4 NW1/4; W1/2 SW1/4 NW1/4 SE1/4 NW1/4 Sec. 19 T3N R10 EWM; (304) SE1/4 NE1/4 NW1/4; Ptn E1/2 SE1/4 NW1/4; Ptn W1/2 E1/4 NW1/4, Sec. 19, T3N, R10 EWM; (306) Ptn Govt Lot 1, Sec. 19, T3N, R10 EWM; Ptn NW1/4 NE1/4 NW1/4 of Sec. 19; and Ptn of land described as Parcel V in Book 85, Skamania County Deeds

Complete legal descriptions are on page 2, 3, 4 and 5 of this document.

**Assessor's Tax Parcel ID No.:** 03101900030000; 03101900030003; 03101900030089; 03101900030200; 03101900030300; 03101900030303; 03101900030400; 03101900030403; 03101900030600; 03101900030603; 03101900030606; and 03101900030680

DATE: April 26, 2007

PARTIES: (1) HIGHLAND ORCHARDS, LLC,  
a Washington limited liability company;  
(2) ORGANIC PRODUCE, LLC,  
a Washington limited liability company; and  
(3) WINE SPRING, LLC,  
a Washington limited liability company.

**PROPERTIES:**

**Highland Orchards Property:**

**Skamania County Assessor's Tax Parcel Nos. 03101900030000;  
03101900030003 and 03101900030089 ("TL 300" as shown on Exhibit A  
attached hereto):**

A parcel located in Sections 18 and 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as: The East 8 rods of the Southeast quarter of the Northeast quarter of the Northwest quarter of said Section 19; The described tract of land recorded in Book 85 of Skamania County Deed Records, page 213 as found in the second paragraph of Parcel II;

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 19;

That portion of the Southwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying North of the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19;

That portion of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying East of the East line of the West half of the East half of the West half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19.

That portion of land described in Book 85 of Skamania County Deeds, page 213 as Parcel V lying East of the East line of the West half of the East half of the West half of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Skamania County, Washington.

**Organic Produce Property:**

**Skamania County Assessor's Tax Parcel No. 03101900030200 ("TL 302" as shown on Exhibit A attached hereto):**

Lots 3 and 4, SEELEY SUBDIVISION, recorded in Skamania County, Washington, Volume "A" of Plats, page 32;

The Southwest quarter of the Southeast quarter of the Northwest quarter;  
All that portion of the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 19 and the South half of the North half of the Southeast quarter of the Northwest quarter of Section 19, West of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road, 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the North line of said South half of the North half of the Southeast quarter of the Northwest quarter of Section 19.

EXCEPTING the West half of the West half of the West half of the Southeast quarter of the Northwest quarter of Section 19.

**Wine Spring Property:**

**Skamania County Assessor's Tax Parcel No. 03101900030300;  
03101900030303 ("TL 303" as shown on Exhibit A attached hereto):**

A parcel located in Section 19 of Township 3 North, Range 10 East of the Willamette Meridian Skamania County, Washington, more specifically described as:

That portion of the Northeast quarter of Government Lot 2 and the portion of the Southeast quarter of the Government Lot 1, both of Section 19, South of the South line of a parcel described in Deed Record W, of Skamania County, page 290, and East of a tract of land consisting of 32.01 acres, more or less, conveyed to Broughton Lumber Company, by deed dated July 16, 1952, and recorded July 24, 1952, at page 342, of Book 35 of Deeds, under Auditor's File No. 44316, records of Skamania County.

That portion of the North half of the North half of the Southeast quarter of the Northwest quarter and that portion of the Southwest quarter of the Northeast quarter of the Northwest quarter, West of the centerline of Ausplund Road and South the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19.

EXCEPT County roads.

The West half of the Southwest quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 19, in Skamania County, Washington.  
EXCEPT County roads.

**Skamania County Assessor's Tax Parcel Nos. 03101900030400 and 03101900030403 ("TL 304" as shown on Exhibit A attached hereto):**

A parcel located in Section 19 of Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:  
The Southeast quarter of the Northeast quarter of the Northwest quarter of Section 19;

THAT PORTION of the East half of the Southeast quarter of the Northwest quarter of Section 19 lying East of a line that starts at the intersection of Kollock-Knapp Road and Ausplund Road; thence North along the centerline of Ausplund Road 500 feet; thence perpendicular and East of said centerline an offset of 80 feet for the length of 400 feet; thence returning perpendicular to said centerline and continuing North along said centerline to the West line of the East half of the Southeast quarter of Section 19;

THAT PORTION of the West half of the East half of the Northwest quarter of Section 19 lying West of the centerline of Ausplund Road and South of the centerline of an existing road located approximately 860 feet, more or less, South of the North line of said Section 19, said centerline is oriented East and West and said South line includes the East and West extension of said centerline to the East and West lines of the Southwest quarter of the Northeast quarter of the Northwest quarter of said Section 19;

EXCEPTING the East 8 rods of the Southeast quarter of the Northwest quarter of said Section 19 and the East 8 rods of the Northeast quarter of the Northwest quarter of Section 19, Skamania County, Washington.

AND EXCEPT County roads.

**Skamania County Assessor's Tax Parcel Nos. 03101900030600; 03101900030603; 03101900030606; and 03101900030680 ("TL 306" as shown on Exhibit A attached hereto):**

A parcel located in Sections 18 and 19, Township 3 North, Range 10 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:  
That portion of Government Lot 1 of said Section 19, lying North of the South line of the parcel described in Deed Record W of Skamania County, Washington, page 290;

THAT PORTION of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19, lying West of the East line of the West half of the East half of the West half of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section 19;

THAT PORTION of land described in Book 85 of Skamania County Deeds, page 213, as Parcel V, West of the East line of the West half of the East half of the West half of

the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Skamania County, Washington.  
EXCEPT County roads.

### AGREEMENT

#### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **JOINT MAINTENANCE.** The Parties shall provide for the joint maintenance of a road (hereinafter referred to as the "Road") and of water, electrical, and telecommunications distribution lines (hereinafter referred to as the "Utilities") which are located on the Properties, according to the conditions set forth herein.
2. **DESCRIPTION OF ROAD.** A graphic description of the Road is attached hereto as *Exhibit "A"*, and incorporated herein by this reference. As set forth on Exhibit A, the Road is divided into four sections (Section 1, Section 2, Section 3 and Section 4) for purposes of determining the Parties maintenance obligations.
3. **APPORTIONMENT OF MAINTENANCE OBLIGATION.** The Parties obligation of maintenance shall be apportioned by Road section and tax lot as follows:
  - a. The maintenance obligation for Road Section 1 shall be shared equally by the owners of TL 300, TL 302, TL 303, TL 304 and TL 306;
  - b. The maintenance obligation for Road Section 2 shall be shared equally by the owners of TL 300, TL 303, TL 304 and TL 306;
  - c. The maintenance obligation for Road Section 3 shall be shared equally by the owners of TL 300, TL 303 and TL 306; and
  - d. The maintenance obligation for Road Section 4 shall be shared equally by the owners of TL 300 and TL 306
4. **DUTIES OF ROAD MAINTENANCE.** This agreement creates a general maintenance and repair obligation for the Road and shall include, but not be limited to, grading, dust control, filling in and repairing chuck holes, removal of fallen trees and other debris, resurfacing and snowplowing. The cost of maintenance and repair shall be allocated according to the formula set forth

above and be paid in full by the owners of the responsible tax lots within thirty (30) days of the date on which an expense is incurred. The owner of a tax lot shall be responsible for the negligent and willful acts of the owner, and those of the owner's employees, agents and guests. Each Owner shall be obligated to repair and pay for any damage to the Road which is caused by or arises out of any such negligent or willful acts within thirty (30) days. In the event that the Road is damaged by construction equipment in connection with the installation of public and/or private utilities for the benefit of a particular tax lot or is damaged by equipment in connection with the construction of a residential dwelling or other construction on a particular tax lot, then the owner of the lot benefiting from such utilities or construction or other such work shall be responsible for the damage and shall be obligated to promptly repair the Road at the owner's expense and shall hold the owners of the other tax lots harmless from any liability in connection with such damage or repairs.

5. **IMPROVEMENTS TO ROAD.** Improvements may be made at any time to a portion of, or the entire, Road provided that the improvements meet with the approval of the owners of a majority of the tax lots serviced by the portion or portions of the Road to be improved. The owners of the tax lots benefited by the improvements shall agree among themselves as to how the cost of the improvement is to be apportioned among them.
6. **DUTIES OF UTILITY MAINTENANCE.** Maintenance, repair and improvement of any shared Utilities within the easement upon which the Road is constructed shall also be allocated according to the formula set forth above if such costs are not borne by the pertinent utility companies.
7. **NOTICE TO PARTIES.** Notice of all maintenance obligations incurred by the Parties pursuant to this agreement shall be sent to the following addresses which may be changed by written notice to all other Parties:

HIGHLAND ORCHARDS, LLC  
ORGANIC PRODUCE, LLC  
WINE SPRING, LLC  
c/o Alexander Mecl  
3858 Carson Street, Suite 220  
Torrance, CA 90503

8. **OWNERSHIP OF ROAD & UTILITIES.** The surface of the Road and the shared Utilities within each section of road shall be jointly and equally owned by the owners of the tax lots which have been apportioned the maintenance obligations therefor. Fee simple ownership of the real property upon which the access and utility easement is located remains vested solely in the owner of the tax lot on which such easement is located.
9. **TERM AND TERMINATION.** This agreement shall be in effect for ten (10) years from the date of execution, at which time it will be renewed and extended for successive ten (10) year periods unless and until such time as the owners of all tax lots unanimously agree in writing to terminate or amend the agreement.
10. **BINDING EFFECT.** This agreement and the covenants, terms, and conditions contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns and shall constitute a covenant running with the land. Nothing herein shall limit the right of the Parties from entering into further agreements with respect to the maintenance of the Road and Utilities.

EXECUTED as of the date and year first above written.

**HIGHLAND ORCHARDS, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_

Alexander S. Mecl, Manager

**ORGANIC PRODUCE, LLC,**  
a Washington limited liability company

By: \_\_\_\_\_

Alexander S. Mecl, Manager

**WINE SPRING, LLC**  
a Washington limited liability company

By: \_\_\_\_\_

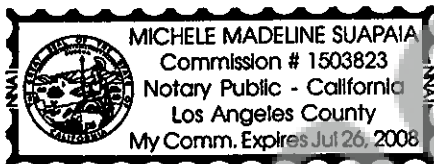
Alexander S. Mecl, Manager

STATE OF CALIFORNIA                    )  
  ) ss.  
County of Los Angeles                 )

On this day personally appeared before me **ALEXANDER S. MECL**, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entities upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 26 day of April, 2007.

[ SEAL ]



*[Signature]*  
Michele Madeline Suapaia  
(print name)  
NOTARY PUBLIC in and for the state  
of California, residing at Los Angeles  
My appointment expires July 26, 2008

# EXHIBIT A TO JOINT MAINTENANCE AGREEMENT

