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Filed by: JOHN CRUMPACKER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

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) SIXTY SIX ACRES, LLC
(2) WINE SPRING, LLC

Grantee: (1) SIXTY SIX ACRES, LLC
(2) WINE SPRING, LLC

Abbreviated Legal Description: (307) Lots 2, 7, 10, 14 and 15 SEELEY SUBDIV; Ptn of Lot 9 SEELEY SUBDIV; Ptn of Govt Lot 2 and W1/2 W1/2 SW1/4 SE1/4 NW1/4, Sec. 19, T3N, R10 EWM; (308) Secs. 19 and 24, T3N, R10 EWM E1/2 E1/2 SE1/4 SE1/4, Sec. 24; Ptn of Lot 9, SEELEY SUBDIV; (309) Lots 1 and 8, SEELEY SUBDIV, Section 19, Township 3 North, Range 19, EWM

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

Assessor's Tax Parcel ID No.: 03101900030700; 03101900030706; 03101900030800; 03101900030803; and 03101900030900

DATE: April 26, 2007

PARTIES: (1) SIXTY SIX ACRES, LLC,
a Washington limited liability company; and
(2) WINE SPRING, LLC,
a Washington limited liability company.

PROPERTIES:

Sixty Six Acres Property:

Skamania County Assessor's Tax Parcel Nos. 03101900030700 and 03101900030706 ("TL 307" as shown on Exhibit A attached hereto)

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

Lots 2, 7, 10, 14 and 15, SEELEY SUBDIVISION, recorded in Book "A" of plats, page 32, records of Skamania County, Washington and that portion of Lot 9 of said SEELEY SUBDIVISION South of the centerline of the Cook Underwood Road. EXCEPT the Northeast quarter of Lot 7.

That portion of the South half of Government Lot 2 of Section 19 East of a tract of land 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, Washington;

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

EXCEPT County roads.

Wine Spring Property:

Skamania County Assessor's Tax Parcel Nos. 03101900030800; 03101900030803 ("TL 308" as shown on Exhibit A attached hereto):

A parcel located in Section 19 of Township 3 North, Range 10 East and Section 24 of Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, Washington, more specifically described as:

The East half of the East half of the Southeast quarter of the Southeast quarter of Section 24;
EXCEPT County roads.

The portion of Lot 9 of the SEELEY SUBDIVISION recorded in Skamania County, Volume A of Plats, page 32, lying North of the centerline of Cook Underwood Road.

EXCEPT County roads.

Skamania County Assessor's Tax Parcel No. 03101900030900 ("TL 309" as shown on Exhibit A attached hereto):

Lot 1 and Lot 8, SEELEY SUBDIVISION, according to the plat thereof, recorded in Book "A" of plats, page 32, records of 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 two sections (Section 1 and Section 2) 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 307, TL 308 and TL 309; and
 - b. The maintenance obligation for Road Section 2 shall be shared equally by the owners of TL 307 and TL 309;

JOINT MAINTENANCE AGREEMENT - 3

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:

SIXTY SIX ACRES, 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.

SIXTY SIX ACRES, LLC,
a Washington limited liability company

By: _____

Alexander S. Mecl, Manager

WINE SPRING, LLC,
a Washington limited liability company

By: _____

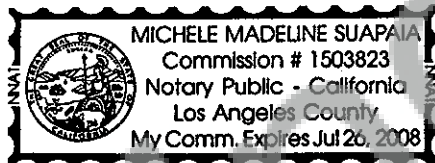
Alexander S. Mecl, Manager

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]
Alexander S. Mecl
(print name)
NOTARY PUBLIC in and for the state
of California, residing at Los Angeles
My appointment expires July 26, 2008

