

WHEN RECORDED RETURN TO:

Ronald M. Owens
PO Box 309
Washougal WA 98671

CCT 00132971 TB

DOCUMENT TITLE(S):

Joint Road Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. Ronald M. Owens
2. Sherri A. Owens
3. Lynn Oliver
4. Cheryl Seath

GRANTEE:

1. Ronald M. Owens
2. Sherri A. Owens
3. Lynn Oliver
4. Cheryl Seath

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:

#1600 and #1602 Section 28, Township 2N, Range 6EWM

Full Legal Description located on Page

TAX PARCEL NUMBER(S):

02 06 28 0 0 1600 00, 02 06 28 0 0 1602 00

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

JOINT ROAD MAINTENANCE AGREEMENT

Ronald M. and Sherri A. Owens, owners of Tax Parcel 02062800160000 – Parcel I

The Northerly 375 feet of the following:

The East 226.12 feet of the West 751.12 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the existing road.

The Northerly 375 feet of the following:

AND the East 210 feet of the West 525 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the existing Road.

Lynn Oliver and Cheryl Seath, owners of Tax Parcel 02062800160200 – Parcel II

The East 220 feet of West 971.12 feet of the Southwest Quarter of the Southwest Quarter of Section 28, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the center line of the existing road.

WHEREAS, EACH PARTY HERETO ON BEHALF OF HIMSELF OR HERSELF, AND RESPECTIVE HEIRS, SUCCESSIONS OR ASSIGNS, WISHES TO CONTRACT FOR PERPETUAL MAINTENANCE OF THE DRIVEWAY EASEMENT: See Exhibit 'A'

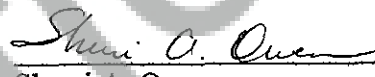
EACH PARTY AGREES AS FOLLOWS:

1. **Maintenance.** The parties shall maintain and repair the existing road. All parties shall share equally in the expenses for normal maintenance and repair. No expense shall be incurred by any party without unanimous consent of all other parties hereto. Such consent shall be in writing, signed by all parties, with a copy delivered to each party.
2. **Payment.** The cost for agreed maintenance and repair shall be borne and shared equally by the owners of the parcels having equal access there from. In the consent to repair, the parties shall designate a party to be the agent for contracting or undertaking the agreed repair or maintenance and to collect each party's share of the cost thereof.

3. **Successors in interest.** This agreement is binding on the heirs, assigns and successors in interest of the parties.
4. **Underground utility repairs.** Whenever changes to or emergency repairs are required to the underground servicing systems (gas, water, electricity, sewer, cable and phone) that require breaking the surface of the easement property to conduct repair or change, the property owner and other parties having service systems within the easement area shall be notified immediately. The method used to expose the service system for change or repair shall be agreed to by the property owner prior to initiation.
5. **Damage.** It is also understood and agreed that if the owner of a parcel having access over this easement damages or disturbs the surface of the roadway over this easement, (other than normal automobile and service ingress and egress.) Then he/she shall be responsible to immediately restore the road surface to as nearly as possible the condition in which it existed prior to being disturbed.
6. **Unpaid costs or un-repaired damage to be a lien on land.** In the event a party does not pay his or hers pro rata share on costs within thirty (30) days after it is requested or a party responsible for damage to the roadway does not immediately correct the damage, then the remaining parties shall be entitled to claim a lien against the non-paying or non-performing party's parcel of property, and to bring suit for such costs incurred thereby. Said lien shall be foreclosable as a mortgage pursuant to the laws of the State of Washington.



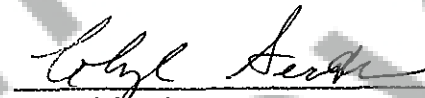
Ronald M. Owens



Sherri A. Owens



Lynn Oliver



Cheryl Seath

Exhibit A

Legal Description of a perpetual 20 feet (20') wide reciprocal easement for the purpose of access and utilities over Tax Parcels 02062800160000 & 02062800160200, benefiting both said parcels, located in Section 28, Township 2 North, Range 6 East, of the Willamette Meridian, in Skamania County, State of Washington, said easement being more closely described by the following centerline;

Beginning at the intersection of Wakina Road and a private drive, which bears South 40°37'02" West, 32.03 feet from a ½" rebar monumenting the East line of Tax Parcel 020628001602 and the Wakina Road North Right-of-Way;

Thence along the centerline of said private drive the following courses:

North 02°32'52" East, a distance of 122.48 feet;
 thence North 07°07'47" West, a distance of 62.42 feet;
 thence North 24°06'17" West, a distance of 41.00 feet;
 thence North 35°51'36" West, a distance of 57.52 feet;
 thence North 45°37'28" West, a distance of 80.28 feet;
 thence North 40°00'13" West, a distance of 24.57 feet;
 thence North 16°23'14" West, a distance of 24.87 feet;
 thence North 09°44'26" East, a distance of 31.60 feet;
 thence North 21°06'18" East, a distance of 46.75 feet;
 thence North 10°48'11" East, a distance of 45.42 feet;
 thence North 09°26'03" West, a distance of 30.51 feet;
 thence North 31°46'46" West, a distance of 31.51 feet;
 thence North 49°31'54" West, a distance of 30.42 feet;
 thence North 66°39'14" West, a distance of 30.90 feet;
 thence North 76°37'24" West, a distance of 30.13 feet;
 thence North 55°12'39" West, a distance of 38.33 feet;
 thence North 30°35'39" West, a distance of 24.88 feet;
 thence North 18°15'12" West, a distance of 53.43 feet to a branch driveway to the east, also having a 20' Easement over the 115 foot length of said branch driveway;
 thence continuing along the original private drive centerline North 19°09'58" West, a distance of 52.89 feet;
 thence North 04°09'59" West, a distance of 32.54 feet;
 thence North 16°41'14" East, a distance of 33.25 feet;
 thence North 35°02'47" East, a distance of 17.37 feet;
 thence North 51°28'17" East, a distance of 24.72 feet;
 thence North 69°26'45" East, a distance of 32.70 feet;
 thence North 85°17'05" East, a distance of 28.22 feet;

thence South 77°32'22" East, a distance of 14.06 feet to the North-South line common to Tax Parcels 02062800160000 & 02062800160200 and the end of the easement, from which point a 5/8" rebar and Red Plastic monumenting the Northeast corner and Northwest corner of Tax Parcels 02062800160000 & 02062800160200, respectively, bears North 1°47'52"E, 63.25 feet.