

Bob Martin
112 Whispering Alder Road
Washougal, WA 98671

JOINT ROAD MAINTENANCE AGREEMENT
Whispering Alder Road, Washougal, WA 98671

Owners Name/Legal Description/Parcel

Bob Martin & Roberta A. Martin / T 01 R05 Sec 05 T/L 0608-0 /
(see Exhibit "A" - attached)

Owners Name/Legal Description/Tax ID

Bob Martin & Roberta A. Martin / T 01 R05 Sec 05 T/L 0608-0 / 01050500060800

Whereas, each party hereto on behalf of himself or herself, and respective heirs, successors or assigns, wished to contract for perpetual maintenance of the: (insert legal of easement here)

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 therefrom, 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)


JOINT ROAD MAINTENANCE AGREEMENT
Whispering Alder Road, Washougal, WA 98671

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.

1. **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.
2. **Unpaid Cost Or Unrepaired 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.



OWNER'S NAME

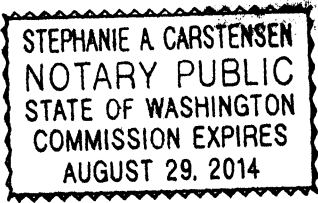


OWNER'S NAME

STATE OF WASHINGTON }
COUNTY OF CLARK }ss

I certify that I know or have satisfactory evidence that Bob Martin and Roberta A. Martin are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 3-20-12



Stephanie Carstensen
Stephanie Carstensen
Notary Public in and for the State of Washington
Residing in Vancouver
My appointment expires: 8-29-14

EXHIBIT "A"

A tract of land in the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half of the Southwest quarter, North 00°46'52" East 1164.82 feet from the Southwest corner thereof; thence South 89°13'08" East 300 feet; thence North 00°46'52" East parallel with the West line of said West half of Southwest quarter 1474.91 feet to the North line of said West half of the Southwest quarter; thence North 89°18'09" West along said North line 300 feet to the Northwest corner of said West half of the Southwest quarter; thence South 00°46'52" West along the West line of said West half of the Southwest quarter 1474.48 feet to the Point of Beginning.

Unofficial
Copy