

WHEN RECORDED RETURN TO:
Kerry Yockey
122 Bear Prairie Rd
Washougal WA 98671

DOCUMENT TITLE(S)
Shared Driveway and Easement Maintenance agreement for Properties within the Georgia Short Plat
REFERENCE NUMBER(S) of Documents assigned or released:
201178313
<input type="checkbox"/> Additional numbers on page _____ of document.
GRANTOR(S):
Joel and Pamela Anderson
<input type="checkbox"/> Additional names on page _____ of document.
GRANTEE(S):
Brian and Kerry Yockey
<input type="checkbox"/> Additional names on page _____ of document.
LEGAL DESCRIPTION (Abbreviated: i.e. Lqt, Block, Plat or Section, Township, Range, Quarter):
Georgia Short Plat 101 1 and 2
<input type="checkbox"/> Complete legal on page _____ of document.
TAX PARCEL NUMBER(S):
02053000010100, 02053000010200
<input checked="" type="checkbox"/> Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Shared Driveway and Easement Maintenance Agreement for properties within the Georgia Short Plat

Georgia Short Plat as recorded in Skamania County Auditor File # 2011178313

Grantor: Joel and Pamela Anderson 124 Bear Road , Washougal WA 98671
Brian and Kerry Yockey 122 Bear Prairie Road, Washougal, WA 98671

Grantee: Georgia Short Plat Assessors Tax Parcel Numbers to be determined after the short plat records.

Lot 1: 02053000010200 (124 Bear Prairie Rd.)
~~Lot 2: TBD~~
~~Lot 3: 02053000010100~~ (122 Bear Prairie Rd.)
~~Lot 4: _____~~

Whereas Joel F Anderson / Pamela Anderson are the owner of the following described real estate in Skamania County, Washington:

Lots 1 ~~X~~ of the Georgia Short Plat in Skamania County, Washington auditor file # 2011178313 \$ 193/124 AF 136250 9.13.99

Whereas Brian & Kerry Yockey are the owners of the following described real estate in Skamania County, Washington:

Lot # ~~X~~ of the Georgia Short Plat in Skamania County, Washington auditor file # 2011178313 \$ 2011178313 \$
2

Whereas it is necessary and desirable that a declaration be made to the maintenance and repairs involving the shared driveway and easement serving said lots.

A. Type and Frequency of shared driveway and easement maintenance
Shared driveway and easement maintenance:

The shared driveway and easement serving lots within the Georgia Short Plat shall be maintained in a satisfactory and usable condition as is practical. Said maintenance shall consist of at minimum, the semi-annual filling of all potholes, ruts, etc. that restrict travel on said road, rocking or gravelling and grading of the road as the landowners of majority desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary.

Vegetation control:

The shared driveway and easement serving lots within the Georgia Short Plat shall be maintained in a satisfactory manner by any of the lot owners along the shared length of the

driveway and easement. The maintenance along the shared length of the easement shall include: mowing of grass to ensure the height is maintained at 6 inches or less in height, weed control within driveway (including spraying), vegetation trimming, removal of branches, dead trees, etc. to ensure the easement remains free of obstructions.

Snowfall accumulation:

Landowners sharing the driveway and easement can plow snow as is practical to maintain access for all. For snow accumulations exceeding 36 inches, the majority of landowners may agree to snow removal by a competent road maintenance specialist.

Road and easement damage:

If one of the landowners (including, but not limited to his or her guest, employee or agent) inflicts damage to the shared driveway or easement personally or through having deliveries made (such as heavy truck making delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the damage to the road and easement. This includes damage done while building a home, barn or other construction.

All owners of lots in Georgia Short Plat are entitled to use the easement described in auditor file number 2014000520 and will share in the costs of maintaining it.

B. Landscaping and Parking

The shared length of the easement and driveway is to remain planted in grass. The easement and driveway shall remain free of additional obstructions, landscaping, structures and vehicle parking.

C. Method of Assessing Costs

Costs for the driveway and easement maintenance described herein shall be assessed accordingly for regular semi-annual wear and tear.

Full payment for lots with residence

1/3 payment for lots without residence

Driveway and easement costs will be due January 1 and July 1 each year with the fees being set at \$200.00 per lot with residence, two times a year and that fee can change with time due to need by a simple majority vote of all owners of these lots with one vote for each lot. This will be collected by a majority voted in party who resides on one of the lots within this short plat. This person will be the treasurer for the shared driveway and easement maintenance. A separate bank account shall be established for the funds dedicated to the shared driveway and easement maintenance for the lots within the Georgia short plat.

If the shared driveway is to be upgraded as in paving, a unanimous decision by all landowners must be reached. The costs will be split equally among all landowners, with no difference in cost for the lots with or without a residence.

D. Disbursement of Funds for Driveway and Easement Maintenance Agreement for Georgia Short Plat

Upon agreement of a majority of the landowners to perform maintenance on the shared length of the driveway and easement, the funds for maintenance and materials will be distributed by the landowner who is designated as the Treasurer from the shared driveway and easement maintenance account.

E. Non-Payment of Costs; Remedies


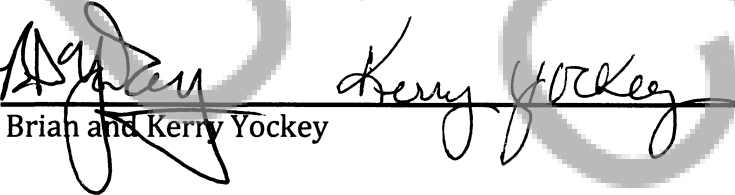
Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty days or more shall contribute a late penalty of \$1.00 per day of the driveway maintenance account for each day delinquency. After ten days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

F. Appurtenance to the land

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein described.

G. Server ability

If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

		<u>1-29-14</u>
Joel Anderson,	Pam Anderson	Date
		<u>22 MAR 14</u>
Brian and Kerry Yockey		Date

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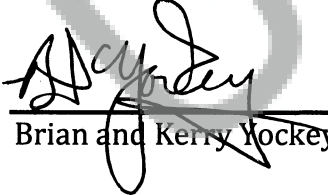
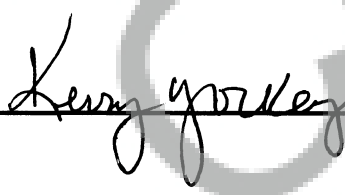
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 1/24/14		
Joel Anderson,	Pam Anderson	Date
		
Brian and Kerry Hockey		22 Mar 14 Date

STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me
Pamela A Anderson ^{wadl: ANDERPA45106 Exp 3-26-2015}, to me known as the individuals described in and
who executed the within and foregoing instrument and acknowledged that they signed the
same as their free and voluntary act and deed, for the uses and purposed therein stated.
Given under my hand and official seal this 29th day of January,
Year 2014

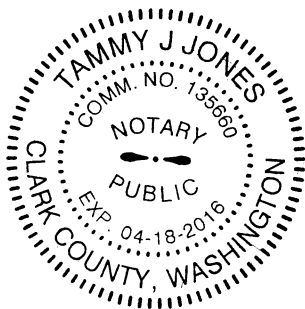


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STATE OF WASHINGTON)
COUNTY OF CLARK)

On this day personally appeared before me

Brian & Kerry Yockey, to me known as the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposed therein stated.
Given under my hand and official seal this 22 day of March,
Year 2014



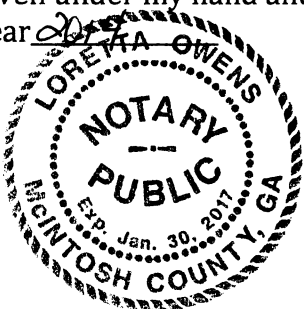
Tammy Jones

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Georgia
STATE OF ~~WASHINGTON~~
COUNTY OF ~~CLARK~~ McIntosh

On this day personally appeared before me Joel Fred Anderson

DE# 058359739, to me known as the individuals described in and
who executed the within and foregoing instrument and acknowledged that they signed the
same as their free and voluntary act and deed, for the uses and purposed therein stated.
Given under my hand and official seal this 24 day of January
Year 2014



Loretha Owens

Unofficial Copy