

Return Address:

Miyoko Ohki  
2532 Berge Rd  
Stevenson, WA 98648

ROADWAY/DRAINAGE MAINTENANCE AGREEMENT

This is a road/drainage maintenance agreement for Roadway Easement as recorded August 8, 2014,  
AFN #2014001374-Exhibit A

SW ¼ Section of Section 23 Township 3N Range 8E WM Parcel #03082300500000  
Easement is within Parcel #03082300500400 created by Short plat in 2014

Address: 2532 Berge Rd, Stevenson, WA 98648.

The undersigned own or have an interest in real property located 2532 Berge Rd. et al and declared to be a private roadway.

Maintenance Agreement:

1. All parcels using the roadway for access to their property will share equally in the maintenance of the private road and drainage. If any lot is further divided, the new lots will pay their equal share. This agreement shall run with the land and shall be binding upon an inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.

2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD/DRAINAGE AGREEMENT

The said lot owners are responsible for the maintenance of the roadway and the parties agree that the roadway and drainage will be maintained in good, passable condition under all traffic and weather conditions. The cost of the maintenance, repair and/or restoration of the roadway and/or drainage shall be assessed equally among all d served by the said roadway/drainage.

3. None of the parties having a right to use the roadway easement shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road or drainage in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the majority of the other adult owners of the property bound by this agreement

4. No signage or gates shall be permitted which would restrict or interfere with mutual use of said roadway.

5. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway.

The roadway shall be used for the common benefit of all landowners.

If one of the landowners (including, but not limited to, his or her guest,, employees or agents) inflicts damage to the road i.e. personally or through having deliveries made), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

6. Road/drainage maintenance or repair will be performed on any section of the road or drainage when the majority of the landowners agree to do such improvements.

A. Each lot owner as stipulated in Item 1 shall be entitled to one (1) vote.

B. Voting rights of landowners who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

C. The landowners that are bound by this agreement shall meet at that property on the first of April each year (or at such time and place as set by majority vote). Each year they shall by majority vote:

1. Decide what maintenance and repair work needs to be done the coming year.
2. Decide who shall be in charge of the repairs or alterations are to be done.
3. Appoint a treasurer and secretary to collect each landowner's share and pay the bills.

7. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for roadway/drainage repair or roadway/drainage maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement they deem equitable under the circumstances.

The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision may be enforced by any party bound by this agreement in any Court of competent jurisdiction in Skamania County, Washington and the losing party shall pay all cost in connection therewith, including reasonable attorney's fees in an amount set by the Court.

In WITNESS WHEREOF, the said parties have signed this agreement the day and year first mentioned.



Tatsunoshin Ohki

  
Miyoko Ohki

Nihon Ido Kyoshitsu Kyokai, a Japanese Association

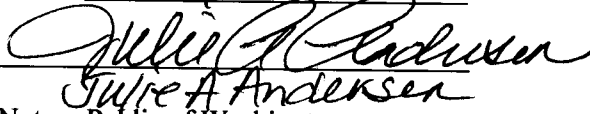
  
By: Miyoko Ohki, an Agent

  
Greg F. Moulliet

  
Carol Collier

STATE OF WASHINGTON  
County of Skamania

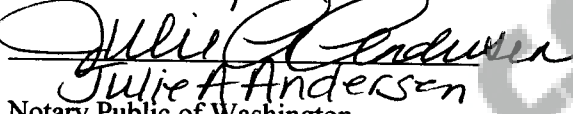
I certify that I know or have satisfactory evidence that TATSUNOSHIN OHKI AND MIYOKO OHKI are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this Roadway/Drainage Maintenance Agreement.

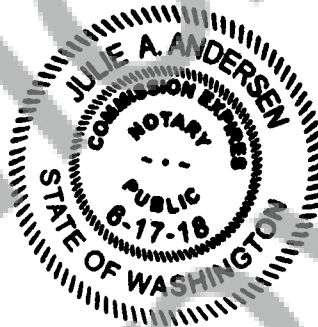
Dated: May 18, 2015  
  
Julie A. Andersen  
Notary Public of Washington  
My Commission expires: June 17, 2018



STATE OF WASHINGTON  
County of Skamania

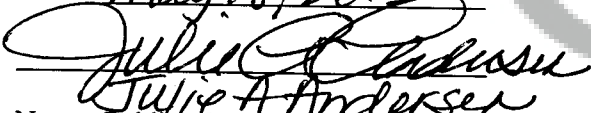
I certify that I know or have satisfactory evidence that GREG F. MOULLIET AND CAROL COLLIER are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this Roadway/Drainage Maintenance Agreement.

Dated: May 19, 2015  
  
Julie A. Andersen  
Notary Public of Washington  
My Commission expires: June 17, 2018



STATE OF WASHINGTON  
County of Skamania

I certify that I know or have satisfactory evidence that MIYOKO OHKI is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the AGENT of NIHON IDO KYOSHITSU KYOKAI, A JAPANESE ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in this Roadway/Drainage Maintenance Agreement.

Dated: May 18, 2015  
  
Julie A. Andersen  
Notary Public of Washington  
My Commission expires: June 17, 2018



## EXHIBIT A

Return Address:

Miyoko Ohki  
2532 Berge Road  
Stevenson WA 98648

## EASEMENT

Tax Parcel No: 03082300500000

For a valuable consideration, receipt of which is hereby acknowledged, the Grantor(s),

Tatsunoshin Ohki and Miyoko OhkiHereby grants and conveys to the Grantee(s) Tatsunoshin Ohki and Miyoko Ohki

their successors and assigns, an  
 easement for ingress and egress and utilities over a portion of The SW1/4 of Section  
23, T 3 N, R 8 E, W.M., located in Skamania County, State of Washington, to-wit:  
 A 60.00' strip of land being 30.00' on either side of the centerline of an existing gravel road, said centerline  
 described as follows:

Commencing at the Northeast corner of Lot 1 of the Bernice Berge Short Plat as shown and described  
 on the map thereof recorded in Book 3, Page 193 of Short Plats, Skamania County Auditor No. 101141,  
 recorded May 14, 1986, thence N34°23'29"E 226.89' more or less to the centerline of an existing gravel  
 road and the true point of beginning; thence N40°53'20"W 79.69'; thence N30°06'32"W 104.67';  
 thence N12°15'49"W 56.63'; thence N06°13'15"E 41.46'; thence N25°45'00"E 79.71'; thence  
 N19°12'22"E 32.48'; thence N08°05'14"E 49.74'; thence N00°03'25"E 182.83'; thence N13°27'13"W  
 27.93'; thence N30°33'27"W 90.13'; thence N19°18'18"W 47.29' to the centerline of Berge Road and  
 the terminus of this described centerline.

The grantor(s) shall make no use of the land occupied by said easement except for the purpose  
 of ingress, egress and utilities within said land.

In exercising the rights herein granted, the Grantee(s), their successors and assigns, may pass  
 and repass over said right of way and may cut and remove brush, trees and other obstructions  
 which in the opinion of the Grantee(s) interfere(s) with said roads.

The covenants herein contained shall run with the land and are binding upon all subsequent  
 owners thereof.

In Witness Whereof, and said Grantor(s) h\_ executed this instrument this 20<sup>th</sup> day of  
August, 2014.

Tatsunoshin Ohki  
Miyoko Ohki

TATSUNOSHIN OHKI  
MIYOKO OHKI

STATE OF WASHINGTON }

COUNTY OF Skamania }

Ss (Individual Acknowledgment)

I certify that I know or have satisfactory evidence that Tatsunoshin + Miyoko Ohki are  
 the person who appeared before me, and said person acknowledged that they  
 signed this Instrument and acknowledged it to be their free  
 and voluntary act for the uses and purposes mentioned in the Instrument.

Dated this 20<sup>th</sup> day of August, 2014.



Melissa A. Anderson

Print Name Melissa A. AndersonNotary Public In and for the State of WAMy appointment expires: 8-19-2016