

WHEN RECORDED RETURN TO:

Shane R. Jundt
2921 Skye Road
Washougal, WA 98671

DOCUMENT TITLE(S):

Shared Roadway and Maintenance Agreement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. Shane R. Jundt
2. Melissa G. Jundt

GRANTEE:

1. The Public
- 2.

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:

Lot 1 and 2 of the Jundt Short Plat

Full Legal Description located on Page 9

TAX PARCEL NUMBER(S):

02051920030300, 02051920030400 *du*

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A
OCT 15 2015

PAID

N/A
Vickie Chelland, Treasurer
SKAMANIA COUNTY TREASURER

☐ 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

SHARED ROADWAY AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this 9th day of October, 2015 by Shane and Melissa Jundt owners of Lot 1 & 2 of Jundt S/P collectively referred to as Users of Jundt Road.

Background of Agreement

The Users of Jundt Road are owners of adjacent properties in rural Washougal, Skamania County, Washington. Shane and Melissa Jundt are owner of the property known as LOT 1 OF THE JUNDT S/P #2004155599 TIL ELIM BK 223 PG 986 ORD 2002-10 REZONE LIC#&223462 '99 HARBOR VIN#ORFLW4821HS13 (Parcel number 02051920030300). Shane and Melissa Jundt are owner of LOT 2 OF THE JUNDT S/P #2004155599 (Parcel number 02051920030400). The Users own properties that abut each other and have access to each property from Skye Road. There is a driveway that serves both properties. The Users have determined that it is in their mutual interest to have executed and recorded an agreement for sharing the costs of maintenance of and repair of the shared portion of Jundt Road. The purpose of this Agreement is to place into writing the mutual rights and obligations the users of the jointly used driveway (Jundt Road).

Agreement

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. Acknowledge and abide by the Easement as recorded on October 9, 2015. This existing easement grants owners of the LOT 2 OF THE JUNDT S/P #2004155599 (Parcel number 02051920030400) over and across LOT 1 OF THE JUNDT S/P #2004155599 TIL ELIM

BK 223 PG 986 ORD 2002-10 REZONE LIC#&223462 '99 HARBOR

VIN#ORFLW4821HS13 (Parcel number 02051920030300) for the purpose in ingress, egress and utilities to the adjoining property.

2. Sharing of Costs and Expenses.

The parties shall share the expenses as follows:

Shane and Melissa Jundt, and their successors and assigns, shall pay one-half of the cost of maintenance and repair of the driveway that is jointly used. Shane and Melissa Jundt, and their successors and assigns, shall pay all of the costs of maintenance and repair of the driveway that is used solely by them.

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. Jundt Road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles.

2. Utility Easement. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. The Users shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the

provision of safe access by emergency vehicles. An agreement of the Users is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will meet and review the conditions of the shared road, cost estimates will be sought, and any potential cost savings by one user through labor or machine operation shall be discussed, rental equipment costs shall be shared at one half cost for the portion of shared use. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency.

5. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Road.

6. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road.

9. Future Parcels. Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

10. Snow Removal. The Road shall be snowplowed so as to permit reasonable, year round access.

15. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

16. Amendment. This Agreement may be amended only by a two-thirds majority consent of all parcel owners. 3

3. Binding Effect.

This Shared Driveway Agreement shall not be modified except in writing signed by the parties, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This Agreement dated this 9th day of October 2015

Shane R. Lundt

Melissa G. Lundt

WASHINGTON STATE

COUNTY OF SKAMANIA WA

On this, the _____ day of _____, 20

, before me, the

Undersigned officer, personally appeared _____

Known to me (or satisfactorily proven) to be the persons whose names are subscribed to

the within instrument and acknowledged that they executed the same for the purposes

therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official

seal.

* See Attached *

Notary Public

WASHINGTON STATE

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COUNTY OF SKAMANIA WA

On this, the _____ day of _____, 20

before me, the undersigned

officer, personally appeared _____

_____, known to me (or

satisfactorily proven) to be the person whose name is subscribed to the within instrument

and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand

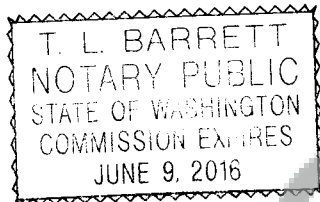
and official seal.

Notary Public

STATE OF WA }
COUNTY OF Clark }ss

I certify that I know or have satisfactory evidence that Shane R. Sundt
and Melissa G. Sundt is/are the person(s)
who appeared before me and said person(s) acknowledged that they/he/she signed this instrument and
acknowledge it to be their/his/her free and voluntary act for the uses and purposes mentioned in this
instrument.

Dated: 10/9/15 (16)



[Signature]
Notary Public in and for the State of WA
Residing in Vancouver
My appointment expires: 6-9-16

EXHIBIT A

**LOT 1 AND 2, OF THE JUNDT SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO.
2004155599, RECORDS OF SKAMANIA COUNTY, WASHINGTON.**

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