

**WHEN RECORDED RETURN TO:**

Robert Wilson  
PO Box 609  
Carson, WA 98610

**DOCUMENT TITLE(S)**

Road Maintenance Agreement

**REFERENCE NUMBER(S)** of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

**GRANTOR(S):**

Robert Wilson

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Elton & Lori Maxwell

☐ Additional names on page \_\_\_\_\_ of document.

**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lots 1 & 2 MGM Short Plat Bk 2, Page 64  
See Exhibit A Attached, Page 3

☐ Complete legal on page \_\_\_\_\_ of document.

**TAX PARCEL NUMBER(S):**

03-08-17-4-0-0601-00 & 03-08-17-4-0-0600-00

☐ 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.

### ROAD MAINTENANCE AGREEMENT

This agreement made and entered into this 10 day of July, 2018; by and between the following parties:

Parcel # 03081740060100, Robert Wilson, 41 Shake Mill Rd  
Parcel # 0308174006000, Elton + Lori Maxwell, 11 Shake Mill Rd

Owners of certain tracts of lands, all of which are being served by or are on or above the following described easement:

EXACT LEGAL DESCRIPTION IS ATTACHED HERETO AS EXHIBIT "A"

Whereas the parties are desirous of entering into an agreement pertaining to the maintenance of said easement;

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

- (1) That each of the parties hereto agrees to use said easement in such manner as to not block the same, so that such other members shall be unable to use said easement; that the use of the respective parties of said easement shall be commensurate with the other's use. No vehicle shall ever be parked on the easement other than temporarily (in no case in excess of 24 hours) and solely for the purposes of loading or unloading or a service call or delivery of construction materials or equipment.
- (2) That in reference to the upkeep of said easement; the parties agree to pay for the maintenance, upkeep and repair of said road easement commensurate with their respective use thereof.
- (3) That no party shall undertake to expend any substantial sum for the improvement of said road without consulting with the other parties as to any extensive improvements thereof.
- (4) That it is the agreement of the parties hereto that any party can make repairs when it is deemed necessary in order to maintain said road easement in a reasonable condition.
- (5) That in the use of said easement; the parties agree that noise making vehicles such as motorcycles shall be used only for necessary transportation on said easement; that no heavy trucks or equipment shall be used so as to break down said easement and to do harm to it. In the event one of the parties is constructing a home, or has reason to use equipment which

would not ordinarily be used on the road, that party shall be responsible for maintenance which may be caused as a result of their use of such equipment.

- (6) That this agreement shall be binding on the respective heirs, assigns and successors in interest of the parties hereto, and shall be deemed as a covenant running with the land.

Robert Wilson  
Name: Robert Wilson

\_\_\_\_\_  
Name: \_\_\_\_\_

Elton L Maxwell  
Name: Elton Maxwell

\_\_\_\_\_  
Name: \_\_\_\_\_

Lori A Maxwell  
Name: Lori Maxwell

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

A tract of land in the Northwest Quarter of the Southeast Quarter of Section 17, Township 3 North, Range 8 East, of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Lots 1 & 2 of the MGM Short Plat recorded in Book 2 of Short Plats, Page 64, Skamania County Records.

Unofficial  
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