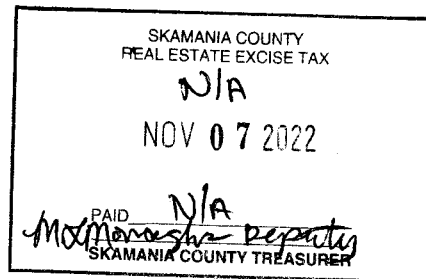




00014656202200021900080087

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Rick V. May and Julie A. Fitzpatrick May  
P.O. Box 946  
Stevenson, WA 98648



Grantors: Rick V. May and Julie A. Fitzpatrick May

Grantee: Rick V. May and Julie A. Fitzpatrick May

Abbreviated Legal: SE ¼ Section 36, T3N R7E W.M.

Assessor's Tax Parcel Nos.: 03073644040700 (Lot 16); 030736440400000 (Lot 400)

Other Reference No.: NA

### Lot 16 and Lot 400 Declaration of Easement and Road Maintenance

This agreement is recorded in connection with the creation of a shared driveway to serve the parcels described. The purpose of this agreement shall be to provide adequate funds for the repair and maintenance of the shared driveway described below for the continued use and benefit of the owners thereof. This agreement shall run with the land for as long as the shared driveway described below is used to serve one or more of the lots described below.

**Owners** - The term "owner" shall mean any person holding beneficiary interest in a lot described below or any plat thereof whether by deed, real estate contract or other instrument evidencing the ownership of the lot.

**Shared Driveway Road Maintenance Agreement** – The shared driveway shall be maintained in a safe condition to allow free and reasonable passage to Kanaka Creek Road over the portion of the shared driveway shown on the attached map. This access is for vehicular traffic, bike usage and pedestrian use as may be reasonable and necessary in order that all parties may enjoy full and free use of the parcels of real property affected hereby.

Access to adjusted tax lot 030736440-40000, and adjusted lot 16 of (tax lot 030736440-40700) as found in the recorded May BLA 2021 is by a shared driveway. This shared driveway allows permanent access from Kanaka Creek Road. This is a private driveway agreement for the western portion of this shared driveway crossing TL 40000, as noted in the attachment. This is a shared driveway and therefore not subject to maintenance or reconstruction by the City of Stevenson or Skamania County Road Departments.

Accordingly, each Lot Owner will share in the costs of maintenance, snow removal, resurfacing, seal coats and other such activities needed to keep the shared driveway in a safe and passable condition.

Maintenance shall include, but not be limited to road surfacing, shoulders, gates, signs, storm drainage systems and vegetation control. The owners of adjusted lot 030736440-40000 and adjusted lot 16 (tax lot 030736440-40700) with access to this shared driveway road will each pay ½ of the above noted costs to maintain this shared driveway.

Access roadway maintenance shall be maintained in a satisfactory and useable condition. At a minimum, said annual maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road and the provision of trenching along the sides of said road or appropriate sloping to provide for surface water runoff, where necessary.

**Additional Maintenance, Repair or Restoration** – All road damage from lot construction, improvement or development or heavy equipment use will be paid for by the lot where the development or improvement occurred, or heavy equipment was used. For the purpose of this section “additional maintenance, repair, or restoration: will mean any activity beyond maintaining the private drive/shared driveway, at the standard set forth in this document.

**Emergency Vehicles/Fire Access/Garbage Turn Around** – For the purpose of supplying ample area to meet the needs of garbage pickup service, along with emergence and fire apparatus vehicle access, lot 400 agrees to keep open the asphalt and gravel paved areas needed to act as a safe “turn around area.” Currently there is ample space for any likely emergency or fire apparatus vehicles turn around. The areas to be kept open are the asphalt paved area in front of the dwelling on lot 400, along with the additional gravel turn around area to the west of lot 400’s dwelling. Turn around areas are to remain open, and access allowed even if Lot 400 is not participating in garbage service. Any gating will allow access via code for emergency and fire apparatus vehicles, along with garbage services. Lot 16 agrees to have its garbage can staging area on its property.

**Lot Maintenance** - All private driveways on the individual lots shall be maintained by Lot Owners to prevent dust and to reduce soil erosion.

**Shared Driveway Easements** - The lots are subject to the easements as shown on the plat, or as recorded in the records of Skamania County.

**Enforcement** – The Owners will endeavor to agree to all necessary repairs and maintenance of the Shared Easement, and the Costs. If an Owner refuses to consent to or pay for any necessary repairs or maintenance after 50% or more of the other Owners provides a 20-day written request for payment, the requesting Owners may proceed with the repair or maintenance and collect the amounts due from the non-paying Owner. The Declarants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarants or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

If an owner does not pay their share of driveway maintenance and repair within 6 months of notification of the billing, the responsible owner shall have the right to put a lien of the delinquent owner's property. All costs of the lien, including Attorney fees shall be the responsibility of the delinquent owner.

**Snow Removal Provisions.** Any Lot Owner requiring snow removal from the Access at the time of inclement weather is responsible for 100% of the cost, and if multiple Lot Owners require snow removal to access their Lot, the cost must be split equally. The intent of this section is not to require an absentee Lot Owner to share in a Cost that has a transitory benefit.

**Private Road and Shared Driveway Restrictions.** There will be no parking on the Access. Speeds must be of a safe travel speed at no more than 10 mph for sight distance, pedestrians and wildlife protection, and the Owners' enjoyment of a quiet drive accessing the Lots. Signs may be added to post speeds. The Owners have a right to approve a fine and towing policy for violations of this Declaration upon unanimous approval of all Lot Owners. Any such policy must be executed by all Lot Owners and recorded as an amendment to this Declaration.

**Cost Payment -** Grantors and Grantees, and each Owner of any lot by acceptance of an agreement thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay all costs as may be fixed, established, and collected from time to time in the manner provided in this agreement. The costs, together with any interest, expenses, lien costs or attorneys' fees imposed, shall be a charge on the lots and shall be a continuing lien upon the lots against which each such cost is made at the time each cost becomes due. The due date for any cost is the due date in any third-party invoice or the date established in the 20-day notice. The costs shall also be the personal obligation of the person who was the Owner of such lot at the time when the cost or charge fell due.

If a cost levied under this agreement is not paid within 30 days of its due date, this Cost will be considered delinquent and will bear interest from the due date at the rate of 12% per annum until paid in full. In that event, the non-defaulting Owners may exercise any or all the following remedies against the defaulting Owner:

(A) The non-defaulting Owners will have a lien against the lot owned by the defaulting Owner for any costs levied against the lot, which includes any collection costs, interest, attorney's fees or other charges imposed by law.

(B) Any non-defaulting Owner may bring an action to recover a money judgment for unpaid Assessments, fines, and charges without foreclosing or waiving the lien. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof for which recovery is made.

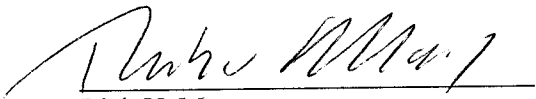
**Costs and Attorneys' Fees -** In the event an Owner takes any action to enforce this agreement, with or without bringing suit, or in the event an Owner does bring suit or action to enforce this agreement or obligation under the law, or to collect any money due thereunder or to foreclose a lien, the non-prevailing party must pay all costs and expenses incurred by the prevailing party in connection with such suit or action, including a litigation guaranty report issued by a title company doing business in Skamania County Washington, and the prevailing party in such suit or action shall recover such amount as the court may determine to be reasonable as attorneys' fees at trial and upon any appeal or petition for review thereof.


**Run with the Land** - The agreement herein and its corresponding benefits and burdens shall run with the land and shall benefit and burden Grantors' and Grantees' heirs, successors, and assigns.

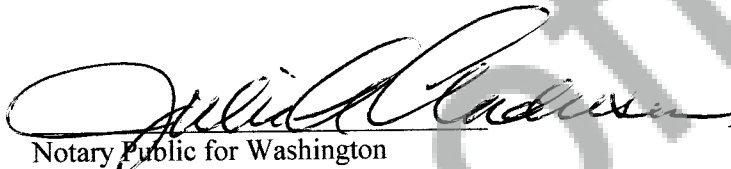
**Severability** - Invalidity of any one of these conditions, or requirements by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

**Change** - The owners shall have the right to review the terms set forth herein and may change the terms of this agreement. An affirmative vote of 70 percent of the property owners of the described herein shall be sufficient to effect a change in the terms. Any other changes to this covenant shall be approved in writing and signed by the owners of record of 70 percent of the owners of the lots described herein.

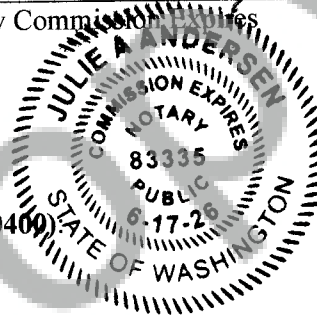
**DECLARANTS - ADJUSTED PARCEL 400 OWNERS (Tax Parcel #030736440400000):**

  
Rick V. May  
Dated: 11/4/2022

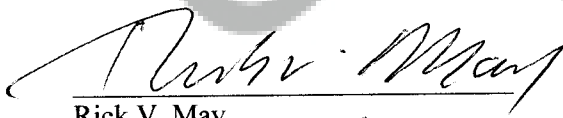
  
Julie A. Fitzpatrick May  
Dated: 11/4/22

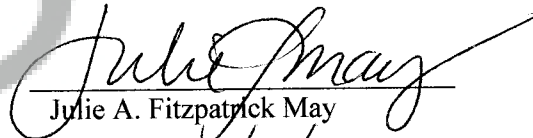
  
Notary Public for Washington  
Dated: November 4, 2022

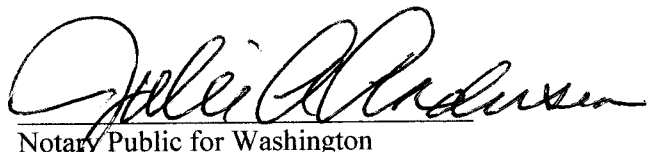
June 17, 2026  
My Commission Expires

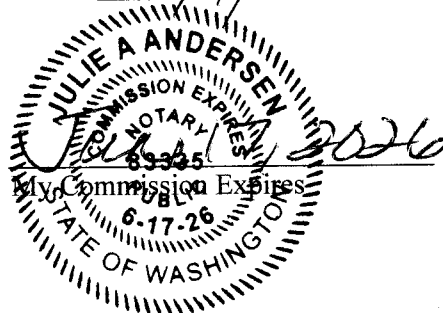


**ADJUSTED LOT 16 OWNERS (Tax Parcel #030736440404000):**

  
Rick V. May  
Dated: 11/4/2022

  
Julie A. Fitzpatrick May  
Dated: 11/4/22

  
Notary Public for Washington  
Dated: November 4, 2022





PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

## EXHIBIT "A"

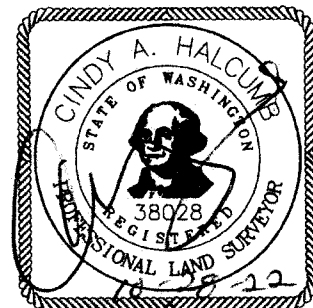
PO Box 398  
Camas, WA 98607  
360.834.2519  
www.kcdevelopment.net

### Access & Utility Easement Legal Description October 28, 2022

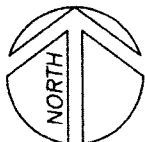
A portion of the Shepard Donation Land Claim, situated in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 36, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Beginning at the 5/8" Rebar with Yellow Plastic Cap inscribed "KC DEV LS 38028" at the Southwest Corner of that Tract of Land described in deed, recorded in Auditor's File Number 2017000412, Skamania County Records; thence along the South line of said Tract of Land, S64°50'28"E, 55.84 feet to the Northwest Corner of Adjusted Lot 402 of that Boundary Line Adjustment recorded in Auditor's File Number 2022-001746, said Records; thence along the Westerly boundary of said Tract of Land, S17°43'28"E, 40.94 feet to an angle point; thence continuing along the Westerly boundary of said Tract of Land, S25°55'31"E, 1.91 feet; thence leaving said line, N89°33'14"W, 18.34 feet; thence N57°12'13"W, 66.72 feet; thence N48°05'20"W, 64.41 feet to the South line of Adjusted Lot 16 of said Boundary Line Adjustment recorded in Auditor's File Number 2022-001746; thence along said line, S75°45'35"E, 60.38 feet to the point of beginning.

Containing 3,336 Square Feet.







1"=50'

**BASIS OF BEARINGS**  
RECORD OF SURVEY IN  
AUDITOR'S FILE NUMBER  
2014001663 SKAMANIA  
COUNTY RECORDS.

## EXHIBIT "B" ACCESS & UTILITY EASEMENT

A PORTION OF THE SHEPARD DONATION LAND CLAIM,  
SITUATED IN THE SOUTHEAST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 3 NORTH,  
RANGE 7 EAST, W.M.,  
SKAMANIA COUNTY, WASHINGTON

OCTOBER 28, 2022

DIVISION LINE SHEPARD

ADJUSTED LOT 16  
AF#2022-001746

LOT 17  
AF#2017000412

S75°45'35"E  
60.38'

P.O.B.  
FOUND 5/8" REBAR  
W/YPC "KC DEV LS  
38028", HELD

N43°05'20"W  
64.41'

S64°50'28"E  
55.84'

S17°43'28"E  
40.94'

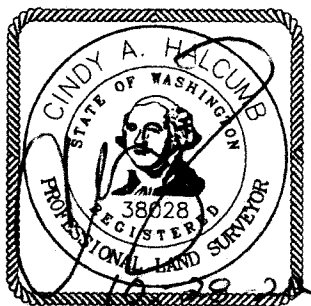
ADJUSTED LOT 400  
AF#2022-001746

3,336 SF EASEMENT  
TO LOT 16

N89°33'14"W  
18.34'

S25°55'31"E  
1.91'

ADJUSTED LOT 402  
AF#2022-001746



PREPARED FOR  
RICK AND  
JULIE MAY

PREPARED BY  
KC  
DEVELOPMENT  
360.834.2519



## EXHIBIT "A"

PO Box 398  
Camas, WA 98607  
360.834.2519  
www.kcdevelopment.net

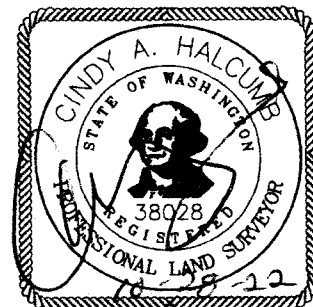
PROVIDING SURVEYING AND PLANNING SERVICES WITH A PERSONAL COMMITMENT TO EXCELLENCE.

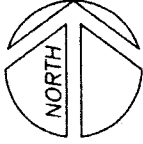
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OCTOBER 28, 2022

DIVISION LINE SHEPARD

ADJUSTED LOT 16  
AF#2022-001746

LOT 17  
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60.38'

P.O.B.  
FOUND 5/8" REBAR  
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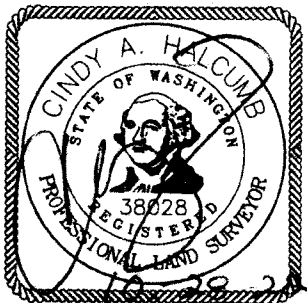
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TO LOT 16

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ADJUSTED LOT 402  
AF#2022-001746



PREPARED FOR  
RICK AND  
JULIE MAY

PREPARED BY  
KC  
DEVELOPMENT  
360.834.2519