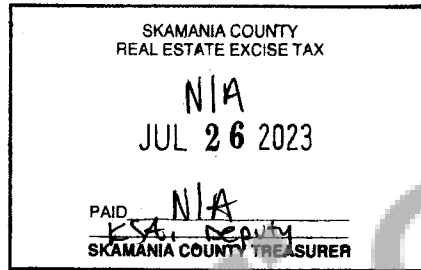


Skamania County, WA 2023-001031  
Total: \$411.00  
EASE AGLS 07/26/2023 02:18 PM  
Pgs=5  
Request of: CARSON CREEK HOMES LLC



AFTER RECORDING MAIL TO:  
Carson Creek Homes LLC  
3160 NE BRYCE STREET  
Portland, OR 97212



Grantor(s): Carson Creek Homes LLC, a Washington limited liability company  
Grantee(s): Carson Creek Homes LLC, a Washington limited liability company  
Assessor's Property Tax Parcel Account Number(s): 04072334061100, 04072334061000  
Abbreviated Legal Desc.: LOTS 3,4 EDGEWATER PROP BK A/PG 119

### SHARED EASEMENT MAINTENANCE AGREEMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that the undersigned, Carson Creek Homes LLC, a Washington limited liability company, as the owner of Lot 3 described in the attached Exhibit "A," does hereby grant to Carson Creek Homes LLC, a Washington limited liability company, as the owner of Lot 4 also described in the attached Exhibit "A," the right to enter upon the lands of the undersigned, situated in Skamania County, Washington, and more particularly described as follows:

SEE EXHIBIT 'A'.

The undersigned grants a perpetual non-exclusive easement over, under and across a strip of land 15 feet wide by 120 feet long, shown on Exhibit B, to use as a driveway to access their property. They are the owners of the above-described lands, and they have the right to execute this Right of Way Easement without the consent of any other party.

This Right of Way Easement shall run with the land, be binding upon and inure to the benefits of the successors and assigns of the parties. Rights and obligations not specifically conveyed hereby remain with the undersigned.

FURTHER, Carson Creek Homes LLC, hereby declares the following covenant for the purpose

of governing the maintenance, improvement, and repair the driveway shared by their 2 adjoining parcels.

1. Property affected. Party A is the owner of Parcel A, which is described as Lot 3 (Assessor's Parcel No. 04072334061100), and Party B is the owner of Parcel B, which is described as Lot 4 (Assessor's Parcel No. 04072334061000).

2. Driveway description. Parcel A and Parcel B share a driveway, this shared driveway created by express easement. The shared driveway is on Parcel A 04072334061100 with usage granted to Parcel B 04072334061000.

3. Purpose of this agreement. Party A and Party B have entered into this agreement to govern the maintenance, improvement, and repair of the share driveway. This agreement will schedule the maintenance, improvement, or repair of the driveway.

4. Sharing of costs for maintenance, improvement, repair, and removal of snow and ice. Party A and will be responsible for 35% and Party B will be responsible for 65% of the cost of maintenance of the Shared Driveway, including without limitation, maintenance, improvement or repair of the driveway surface and snow and ice removal.

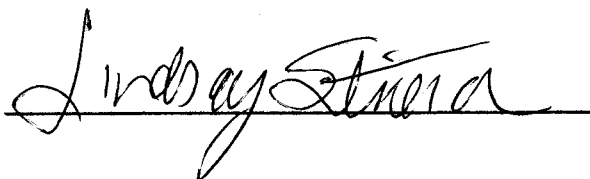
5. Collection Action; Attorney Fees. If any owner shall fail or refuse to pay his or her pro rata share of the costs of maintenance and repair work or damages hereunder within 30 days of a bill for the same being mailed to him or her, any other owner shall be entitled without further notice to institute legal action for the collection of funds advanced on behalf of such defaulting owner for the necessary maintenance and repair work in accordance with the provisions of law. The prevailing party in such action shall be entitled to recover in addition to the funds advanced, interest thereon at the current prime rate of interest, until paid, all costs and disbursements of such action, including such sum or sums as the court may fix as and for reasonable attorneys' fees.

6. Maintenance, Improvement or Repair. Party A and Party B agree to "Reasonable maintenance and repair" shall include such maintenance and repair as is necessary to maintain said works in good, usable condition under all traffic and weather conditions.

7. Transferees, Successors and Assigns. Party A and Party B intend this agreement to bind and benefit the owners and occupiers of both parcels and their transferees, successors, and assigns.

IN WITNESS WHEREOF, we have set our hands this 5 day of July, 2023.

CARSON CREEK HOMES LLC



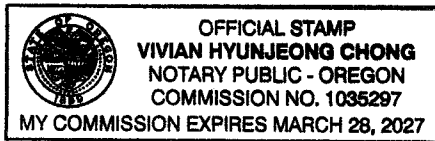
By LINDSAY STREICH, Manager

STATE OF <sup>Oregon</sup> ~~WASHINGTON~~ }  
COUNTY OF <sup>Multnomah</sup> ~~CLARK~~ ss

This record was acknowledged before me on <sup>July</sup> ~~June~~ 5, 2023 by LINDSAY STREICH as Manager of CARSON CREEK HOMES LLC, a Washington limited liability company.



Notary Public in and for the State of Washington  
My commission expires:



Unofficial Copy

Exhibit 'A'

Lot 3 (burdened parcel)

LOT 3 AND A PORTION OF LOT 2, PLAT OF EDGEWATER PROPERTIES, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH  $33^{\circ} 21' 17''$  EAST 135.00' ALONG THE WEST MARGIN OF EDGEWATER DRIVE; THENCE SOUTH  $56^{\circ} 54' 11''$  WEST 246.54' TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH  $00^{\circ} 03' 50''$  EAST 161.65' TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH  $57^{\circ} 01' 21''$  EAST ALONG SAID LINE 157.51' TO THE POINT OF BEGINNING.

Lot 4 (benefited parcel)

LOT 4, PLAT OF EDGEWATER PROPERTIES, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

Easement Area

THAT PORTION OF LOT 3, PLAT OF EDGEWATER PROPERTIES, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN BOOK 'A' OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3, THENCE SOUTH  $33^{\circ} 21' 17''$  EAST 15.00' ALONG THE WEST MARGIN OF EDGEWATER DRIVE; THENCE SOUTH  $56^{\circ} 54' 11''$  WEST 120.00'; THENCE NORTH  $33^{\circ} 21' 17''$  WEST 15.00' TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH  $57^{\circ} 01' 21''$  EAST ALONG SAID LINE 120' TO THE POINT OF BEGINNING.

**Exhibit B**

