

Skamania County, WA
Total: \$307.50
EASE
Pgs=5

2024-000457

04/18/2024 12:42 PM

Request of: CLARK COUNTY TITLE



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

Skamania County
Real Estate Excise Tax

N/A

APR 18 2024

refer to Excise # 37132

PAID DTD 4/18/2024

Skamania County Treasurer
Monaghan

CL2602

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

LM 4/18/24

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 50% and Party B will be responsible for 50% of the cost of maintenance of the Shared Driveway, for the portion of the driveway on Parcel A, including without limitation, maintenance, improvement or repair of the driveway surface and snow and ice removal. The owner of Parcel B will be responsible for 100% of the maintenance of the driveway on Parcel B.
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. Responsibility for snow and ice removal. Party B or the owner of Parcel B In odd numbered years, Party A or the owner of Parcel A and in even numbered years, shall be responsible for removing snow and ice from the shared driveway, either personally or through the engagement of an outside contractor.
7. 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.
8. 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.

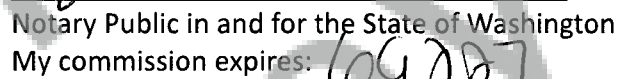


Exhibit 'A'

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° 21' 17" EAST 135.00' ALONG THE WEST MARGIN OF EDGEWATER DRIVE; THENCE SOUTH 56° 54' 11" WEST 246.54' TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH 00° 03' 50" EAST 161.65' TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 57° 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° 21' 17" EAST 15.00' ALONG THE WEST MARGIN OF EDGEWATER DRIVE; THENCE SOUTH 56° 54' 11" WEST 120.00'; THENCE NORTH 33° 21' 17" WEST 15.00' TO THE NORTH LINE OF SAID LOT 3; THENCE NORTH 57° 01' 21" EAST ALONG SAID LINE 120' TO THE POINT OF BEGINNING.

Exhibit B

