

Sk-12331

1-5-9-800

ROAD MAINTENANCE AGREEMENT

AGREEMENT made this 8th day of May, 19 81, by and between the following parties:

R-J LAND DEVELOPMENT, INC., a Washington corporation, MARION Z. LAMB and DOROTHY A. LAMB, and RAY E. DOOLEY, and their heirs, successors and assigns

WHEREAS, the parties hereto have an interest in, by ownership or easement or use upon that certain private roadway located in Skamania County, State of Washington, as depicted on the attached plat marked Exhibit "A", attached hereto and incorporated by reference herein, and more particularly described as follows:

"See Exhibit 'B'"

; and,

WHEREAS, the parties desire to share the costs and expenses of maintaining said private road,

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties shall share equally as provided herein in the costs and expenses of maintaining the above-described road in good repair equal to its present condition and conforming to the Skamania County road standards for short plats applicable at the time of the road's construction.

2. No prior consent of the parties shall be necessary for repair of chuck holes. The party undertaking such chuck hole repairs shall be entitled to reimbursement from the others for their proportionate share of the reasonable costs incurred in such repair.

3. All remaining repairs and maintenance shall be the responsibility of the parties herein only upon the prior written approval and consent of seventy-five percent (75%) of the parties.

4. Upon such written consent for repairs other than for chuck holes, the parties shall designate an agent to obtain estimates for, contract for and oversee the repairs and maintenance authorized under this Agreement. Compensation of the agent, if any, shall be paid out of the total agreed liability of the parties hereto.

5. The agent shall not proceed with a contract for such repairs or maintenance until seventy-five percent (75%) of the parties have approved the contract amount in writing. After receipt of such approval, the agent shall have the right to demand payment from the parties for their proportionate share of the contract price of such repair or maintenance prior to incurring any costs or expenses for said work.

6. The agent shall furnish a faithful performance bond in the amount of the contract amount for repairs or maintenance from a good and sufficient surety, the premiums to be paid out of the total agreed liability of the parties hereto.



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7. Any liability of the parties for personal injury to the agent hereunder, or to any workman employed to make repairs under this Agreement, or to third persons, as well as any liability of the parties for damage to the property of the agent, or any such workman, or of any third person, as a result of or arising out of repairs and maintenance under this agreement, shall be borne, as between the parties, in equal shares. Liability insurance in an amount to be agreed upon between the parties and the agent prior to the undertaking of any repairs or maintenance hereunder shall be obtained from an insurer authorized to issue the same under the laws of the State of Washington. Premiums therefor shall be paid out of the total agreed liability of the parties hereto.

8. Each of the parties agree to indemnify the other against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

9. Accounting by agent. The agent shall furnish to the parties hereto written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of costs and expenses upon the completion of such repairs or maintenance.

10. This Road Maintenance Agreement shall run with the land of the property served by the easement described herein and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors or assigns.

11. Should any party to this Agreement fail to pay their share of costs and expenses as provided herein, the amount of such obligation shall become a lien upon the property of such party, and bear interest in the amount provided by statute for judgments, and may be foreclosed upon by the agent on behalf of the non-defaulting parties.

12. Should any obligation or provision herein be referred to an attorney for collection or enforcement, the defaulting party agrees to pay all reasonable attorney's fees and costs incurred thereby, including the cost for obtaining a title report.

IN WITNESS WHEREOF, the respective parties have executed this instrument the date hereinabove first written.

Ray E. Dooley
 R-E Land Development, Inc.
Marion J. Lamb
Dorothy G. Lamb

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STATE OF WASHINGTON)
COUNTY OF CLARK) SS.

On this day personally appeared before me Ray E. Dooley,
Marion Z. Lamb and Dorothy A. Lamb

to me known to be the individuals described in and who executed,
the within and foregoing instrument and acknowledged to me that
they signed the same as their free and voluntary act and deed for
the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN to before me this 8th day of
May, 19 81.

Sherry L. Brandome
Notary Public in and for the State
of Washington residing at Vancouver.

STATE OF WASHINGTON, }
County of Clark } ss.

On this 8th day of May A. D., 19 81
before me personally appeared Irwin Jessen and Douglas M. Ray

to me known
to be the President and Secretary respectively of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
that they were authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above
written.

Sherry L. Brandome

Notary Public in and for the State of Washington, residing at Vancouver

EXHIBIT "B"

An Easement for ingress, egress and utilities over, under and across the following described tract, to wit:

Beginning at a 3/4 inch iron pipe with aluminum cap at the center of Section 9, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington; thence South 01° 40' 50" West along the North-South centerline of Section 9, 75.83 feet to the Southeast corner of the "Skamania County Tract" as described under Auditor's File No. 85938; thence South 88° 45' 58" West along the South line of said "Skamania County Tract" 30.04 feet to the TRUE point of beginning of said easement centerline; thence South 01° 40' 50" West, 153.23 feet; thence along the arc of a 144.38 foot radius curve to the right for an arc distance of 139.73 feet; thence along the arc of a 144.38 foot radius curve to the left for an arc distance of 139.73 feet to a point on the West line of the "Roman Short Plat" as recorded in Book 2 of Short Plats at Page 150; thence South 01° 40' 50" West along said West line and extension thereof 851.42 feet; thence South 04° 53' 26" East, 172.28 feet; thence along the arc of a 160 foot radius curve to the right for an arc distance of 89.93 feet; thence South 27° 18' 41" West, 308.98 feet; thence along the arc of a 160 foot radius curve to the left for an arc distance of 71.63 feet; thence South 01° 39' 39" West parallel with and 30 feet East of the West line of the East half of the East half of the Southeast quarter of the Southwest quarter of Section 9, 455.09 feet; thence South 88° 15' 54" East, 20.00 feet to the center of a 50 foot radius cul-de-sac at the terminus of said centerline at a point which bears North 42° 31' 17" West 400.49 feet from a 3/4 inch iron pipe at the South quarter corner of Section 9.

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STATE OF WASHINGTON)
COUNTY OF SKAMANIA) SS
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING IS BY

Skamania County

OF Skamania County

AT 3:40 P.M. 5/11 1981

WAS RECORDED BY 6

OF 440

RECORDS OF SKAMANIA COUNTY WASH.

Lois Messenger
COUNTY AUDITOR

W. Salmons DEPUTY

Registered ✓
Index ✓
Ind. ✓
Rec. ✓
Mailed ✓