

ROAD MAINTENANCE AGREEMENT

AGREEMENT made this 1st day of May, 1987, by and between the following parties:

<u>NAME</u>	<u>ADDRESS</u>
1. Dale P. Perry and Sandra Perry, husband and wife;	MPO-40R Turk Road Washougal, WA 98671
2. Scott Hall and Tamara Hall, husband and wife; and	3270 H Street Washougal, WA 98671
3. Sharleen James, a married person, dealing with her separate property.	39315 S. E. Evergreen Blvd. Washougal, WA 98671

W I T N E S S E T H:

WHEREAS, the parties hereto have an interest in, by ownership and/or easement and/or use, upon that certain private roadway located in Skamania County, State of Washington, extending from TURK ROAD in a Northerly direction for approximately 330 feet, thence Westerly for approximately 660 feet, as shown on the attached map marked Exhibit "A" and made a part of this agreement; and

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

NOW, THEREFORE, it is hereby agreed as follows:

Section 1. Good Faith Cooperation. The parties hereto agree to cooperate with each other in good faith to keep said road in a reasonable state of repair in accordance with the provisions of this agreement.

Section 2. Normal Maintenance. The repairs and maintenance to be undertaken and performed under the agreement shall be limited to the filling of chuckholes with gravel. Any additional repairs deemed necessary or advisable shall not be undertaken under this agreement except with the express written consent of at least sixty (60%) percent of the aforementioned parties, their heirs or assigns.

Section 3. Repair - Improvements. Any repairs or maintenance undertaken, including the filling of chuckholes, without the express written consent of sixty (60%) percent of the parties as set forth

Registered	\$
Indexed, Vir	\$
Indirect	\$
Filing	
Mail	

Road Maintenance Agreement:

Page 2

in Section 2 above, shall be at the sole cost and expense of the party undertaking the same, provided that said party shall be entitled to be reimbursed for all reasonable and necessary costs and expenses for filling chuckholes, with each party sharing said cost and expense equally. If any repairs or maintenance are undertaken pursuant to written consent of at least sixty (60%) percent of the parties, one (1) of the parties shall be designated as agent of the parties to contract for and oversee the repairs and maintenance authorized and shall be reimbursed by the parties for his or her costs and expenses in contracting for such repair or maintenance. The agent shall have the right to require 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.

Section 4. Damage to Said Road. Should any party to this agreement, their agents or invitees, directly or indirectly, inflict or cause damage upon or to said road, that party shall be fully responsible for the cost of repairing such damage.

Section 5. Arbitration. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically, but not limited to, the determination to make repairs to said road and the cost of such repairs, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon the request of the majority of the owners bound by this agreement. The decision of the arbitrator shall be binding and final and not subject to appeal. The cost of such arbitration shall be shared equally by all parties bound by this agreement. The decision of the arbitrator may be enforced by any party in any court of competent jurisdiction in Skamania County, Washington, and the prevailing party shall be entitled to recover all costs in connection

Road Maintenance Agreement:

Page 3

therewith, including reasonable attorneys' fees, in an amount to be set by the court.

Section 6. Duration of Agreement. This maintenance agreement shall remain in effect until such time as the roadway is improved to meet the standards of local government authorities, and is accepted by said local government authorities for maintenance.

Section 7. Covenant Running With the Land. The covenants and agreements expressed herein shall run with the land of the parties served by the aforescribed private road and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors or assigns. It is understood and agreed, however, Sharleen James, or her heirs, shall be released and relieved from the terms of this agreement after May 1, 1988, in the event she or her heirs, shall use said roadway less than thirty-six (36) days in any calendar year.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Dale P. Perry
Dale P. Perry

Sharleen James
Sharleen James

Sandra Perry
Sandra Perry

Scott Hall
Scott Hall

Tamara Hall
Tamara Hall

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me DALE P. PERRY and SANDRA PERRY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of July, 1987.

Dr. M. Richard
Notary Public in and for the State of
Washington, Residing at Corvallis.
My Appointment Expires: 5-1-1991.

Road Maintenance Agreement:

Page 4

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me SCOTT HALL and TAMARA HALL, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of June, 1987.



Shirley J. Gordon
 Notary Public in and for the State of
 Washington, Residing at Thurman, Wa
 My Appointment Expires: 5/29/89.

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me SHARLEEN JAMES, a married person, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of July, 1987.



Gary M. Reinhardt
 Notary Public in and for the State of
 Washington, Residing at Comas
 My Appointment Expires: May 1, 1991.

FILED FOR RECORD
 BY MIKE BROWN

JUL 24 10 21 AM '87

GARY M. REINHART

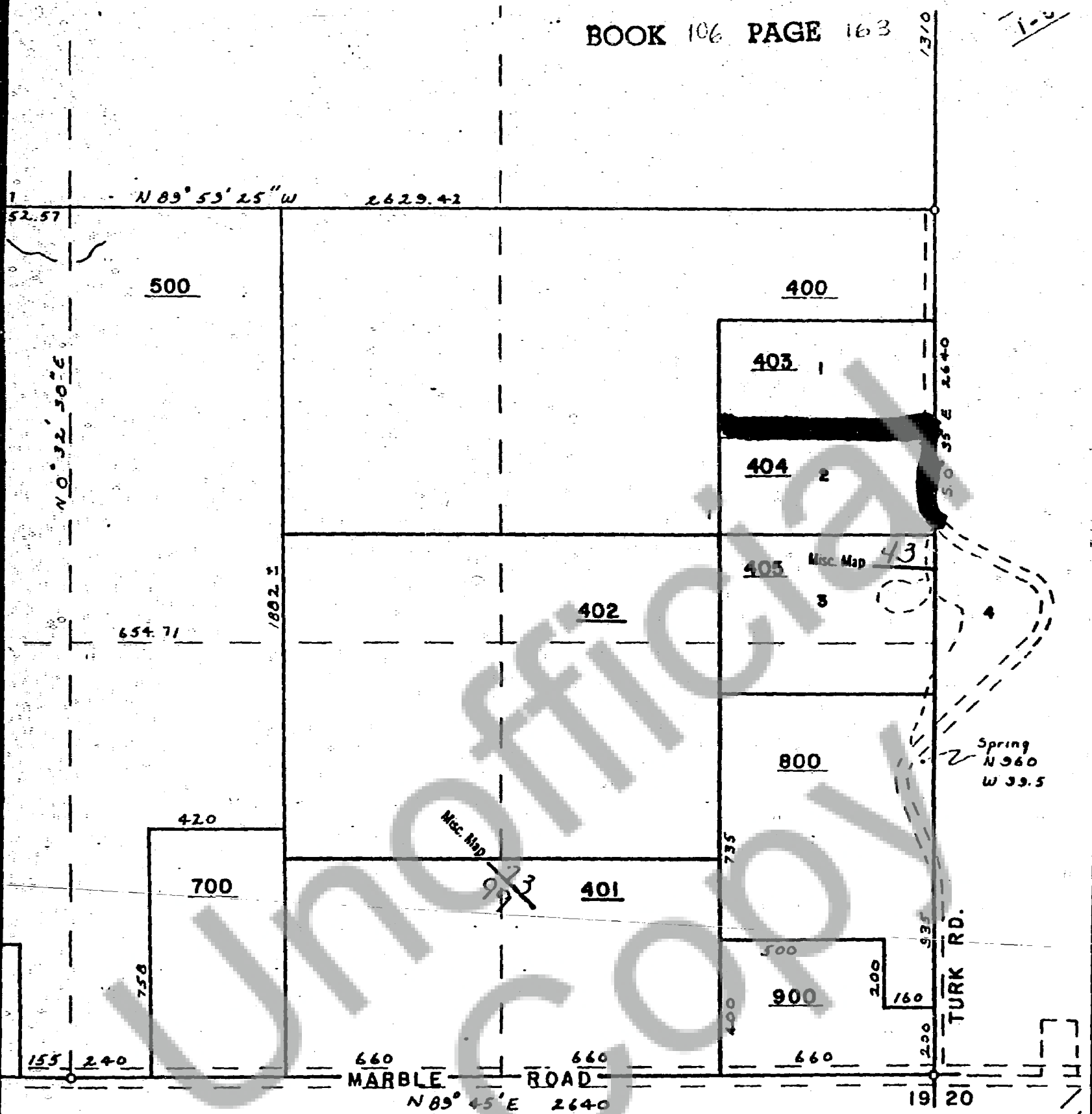


EXHIBIT "A"

W-390 NW Electric

REVISED
5/17/85

SKAMANIA COUNTY
WASHINGTON

Scale: 1" = 400'

SECTION
SEC. 18 T. 1 N., R. 5 E
1-5-18