

FILED FOR RECORD
SKAMANIA CO. WASH
BY PLANNING DEPT

Nov 23 2 50 PM '87

D. New, Dep
AUDITOR
GARY N. OLSON

ROAD MAINTENANCE AGREEMENT

WHEREAS, the parties hereto, having an interest in, by ownership and/or easement upon that certain private roadway located in Skamania County, State of Washington, extending in a westerly and northerly direction from the Cook-Underwood Road (as shown on the attached sketch marked Exhibit A and made a part of this agreement) and commonly known as Perry Road;

AND, WHEREAS, the parties desire to make an agreement whereby the future owners of said property shall share in the costs of upkeep of said Perry Road should the property be subdivided;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The future owners of Lot 1 and Lot 2 as shown on Exhibit A hereto shall share equally in the costs and expenses of maintaining the roadway between points A and B and shown on Exhibit A hereto, including the repair and maintenance of the bridge located at point B. Said road shall be maintained in good repair, equal to its condition at the date of this agreement.

The future owners of Lot 2, as shown on Exhibit A hereto, shall be solely responsible for the care and upkeep of Perry Road, extending from point B to point C.

2. Repairs and maintenance to be undertaken and performed under this agreement shall be limited to filling in of chuck holes and repairing or replacing gravel when needed.

3. This road maintenance agreement shall run with the land described in Exhibit B attached hereto and made a part hereof and shall be binding on and to the benefit of the

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parties hereto, their heirs, successors and/or assigns, provided however, that the agreement shall be null and void and of no further force or effect if and in the event that said roadway becomes part of a county road system.

4. The prevailing party in any suit or action to enforce this agreement shall be awarded reasonable attorneys fees and the reasonable costs of prosecuting and/or defending said suit or action.

5. Repairs and maintenance to be performed under this agreement on Perry Road between points A and B as shown on Exhibit A hereto shall be agreed upon in advance of said repair or maintenance by unanimous agreement of the parties subject to this agreement, concerning that portion of the road for which they are responsible.

6. Annually on the first Monday in April, the owners of Lot 1 and Lot 2 shall have a meeting to decide what maintenance is required to be performed on the road for the upcoming year. At such meeting it shall be decided:

A. The type and frequency of maintenance to be performed.

B. The method of assessing costs as set forth in Paragraph 1 above.

C. The party who shall be responsible for collecting and disbursing the road repair funds.

7. Non-payment of road assessments shall cause a lien in the amount of the assessments to be filed against the defaulting owner's land served by the road. The party to whom the assessment is owed shall be entitled to foreclose on the lien as permitted by Washington Statute.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 16th day of October, 1987.

Loren A. Eshelman
Loren A. Eshelman

Fidel M. Montanez
Fidel M. Montanez

Martha R. Montanez
Martha R. Montanez

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me Fidel M. Montanez and Martha R. Montanez, 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.

Given under my hand and official seal this 16th day
 of October, 1987.

Fidel M. Montanez
 Notary public for
 Washington, residing at
Trout Lake therein.

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me Loren A. Eshelman, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 16th day
 of October, 1987.

Fidel M. Montanez
 Notary public for
 Washington, residing at
Trout Lake therein.

486.65

S 89° 16.00' E

2628.88

929.60

ELECTRIC LINE
60 FT. CLEARING
(NO WASH GIVEN)

GOVT

LOT 2

LOT 2
13.0 AC.

LOT 1
13.9 AC.

EX 79 P 96, DEEDS

WATER RIGHT
EX 1 P 95, MISC.

SEE PLAN/PROFILE
FOR ROAD DETAILS

HOUSE

(DRAIN)

414.72

RD.

Point 3

END GOV.
RIGHT OF WAY
ST. DIV.
E. LINE

PRIVATE

LINE 19-98

N 66° 56' 09" E

18

Point 2

Point C

Point A

Point B

Point D

Point E

Point F

Point G

Point H

Point I

Point J

Point K

Point L

Point M

Point N

Point O

Point P

Point Q

Point R

Point S

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Point U

Point V

Point W

Point X

Point Y

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Point FH

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Point FJ

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Point FN

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Point FQ

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EXHIBIT B

That portion of Government Lots 1 & 2 of Section 34, T3N, R9E, W.M., lying Northerly of the northerly line of the SPS Railway Company's right of way; EXCEPTING the Westerly 660 feet of said Government Lot 1; ALSO EXCEPTING those parcels conveyed to the State of Washington in connection with the construction of State Highway No. 8 (now SR 14); SUBJECT to an easement for a power line conveyed to Northwestern Electric Company; ALSO SUBJECT TO an easement for an access roadway 20 feet in width over and across the above described real property as described in Real Estate Contract dated December 30, 1953, wherein James H. Margeson and Little B. Margeson, husband & wife, are purchasers.