

ROAD MAINTENANCE AGREEMENT

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THIS ROAD MAINTENANCE AGREEMENT made this day by and between STEVEN F. CARROLL, a single man, hereinafter referred to as "S. Carroll", and JO ANN CARROLL, a single person, hereinafter referred to as "J. Carroll",

W I T N E S S E T H:

WHEREAS, the parties hereto are respectively the owners of real estate in Skamania County, Washington, abutting and served by a private roadway (hereinafter referred to as "said road") which connects with the public road known as Hudson Road; and

WHEREAS, said road is located within the limits of the easement described as:

The North 30 feet and West 680 feet of the North Half of the Southwest quarter of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian.

and

WHEREAS, the real estate owned by each respective party is described in Schedules "A" and "B" attached hereto; and

WHEREAS, the parties hereto recognize and agree that it is in the common interests of all that said road be kept in a reasonable state of repair; and

WHEREAS, the parties hereto desire to enter into this written Road Maintenance Agreement to establish and provide for their respective obligations with respect to the maintenance of said road.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree 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. DETERMINATION TO MAKE REPAIRS TO SAID ROAD: Either party whose land is served by said road may determine to make repairs to said road. Either party deeming such repair necessary or desirable may propose such repair to the other party. Such proposal shall describe the work proposed and the estimated cost thereof. Such proposal shall be in writing and delivered or mailed to the other party.

Glenda J. Kimball, Skamania County Auditor
By: ~ Parcel # 60-1-5-7-601

SAUNDRA WILLING ~A
TREASURER OF SKAMANIA COUNTY

Road Maintenance Agreement

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Section 3. ALLOCATION OF COST:

3.1 Should the parties approve of the proposed repairs or maintenance, such repairs or maintenance shall be accomplished and the cost thereof shall be shared among the parties based upon their proportionate use of the road.

3.2 Each party's respective share of such repair or maintenance cost shall be that percentage of the total cost calculated by dividing the length of that portion of the road used by such party by the sum of the lengths of the portions of the road used by all parties. The parties' percentage shares of such costs at this time are calculated as follows:

- | | | |
|-----------------|---|-------|
| a. S. Carroll - | $\frac{680 \text{ feet}}{880 \text{ feet}}$ | = 77% |
| b. J. Carroll - | $\frac{200 \text{ feet}}{880 \text{ feet}}$ | = 23% |

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.

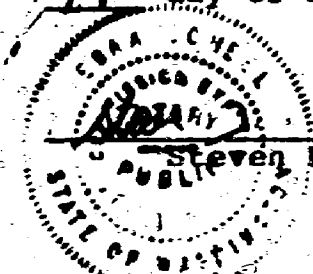
Section 5. SUBDIVISION: Should either of the parties hereto subdivide their land or build additional residences thereon, the owners of such new residences or of such subdivided properties of the land shall be deemed to have become parties to this Road Maintenance Agreement and shall pay their proportionate share of the cost of road maintenance and repair in accordance with the formula established in Section 3 hereof. In such event, the party selling a parcel or subdividing his property shall cause this agreement to be amended in writing and executed by such additional owner to state the revised percentages of road maintenance and repair costs to be borne by all parties using said roadway.

Section 6. COVENANT RUNNING WITH THE LAND: The covenants and agreements expressed herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors in title to the properties described in Schedules "A" and "B" attached hereto.

Road Maintenance Agreement

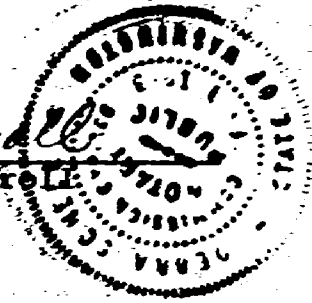
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IN WITNESS WHEREOF, the parties have set their hands this

19 day of February, 1991.

Carroll
 Steven F. Carroll

Jo Ann Carroll
 Jo Ann Carroll



STATE OF WASHINGTON)

COUNTY OF Clark)

ss.

On this day personally appeared before me STEVEN F. CARROLL, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 19th day of February, 1991.

Debra Schul
 Notary Public in and for the State of
 Washington, Residing at Abington.
 My appointment expires: 4-1-93.

STATE OF WASHINGTON)

COUNTY OF Clark)

ss.

On this day personally appeared before me JO ANN CARROLL, a single 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 19th day of February, 1991.

Debra Schul
 Notary Public in and for the State of
 Washington, Residing at Abington.
 My appointment expires: 4-1-93.

FILED FOR RECORD
 SKIPPED BY WASH
 BY Steve Carroll

FEB 19 3 23 PM '91
P. Lowry
 GARY E. NELSON

EXHIBIT "A"

J. Carroll Parcel

County of Skamania, State of Washington:

The North half of the Southwest Quarter of the
Northeast Quarter of Section Seven (7), Township
One (1) North, Range Five (5) East of the Willamette
Meridian.

EXHIBIT "B"

S. Carroll ParcelCounty of Skamania, State of Washington:

The West half of the East half of the following described property: That portion of the Northwest quarter of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian more particularly described as follows: Beginning at a point 675 feet South of the Northwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence East 1,320 feet to the East line of the Northwest quarter of the Northeast quarter of the said Section 7; thence South 645 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence West 1,320 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of the said Section 7; thence North 645 feet to the point of beginning; EXCEPTING a tract of land conveyed to Carl Borges by Deed dated October 6, 1917, and recorded at Page 336 of Book "Q" of Deeds, records of Skamania County, Washington; ALSO EXCEPTING the North 91 feet thereof.