

93397

ROAD MAINTENANCE AGREEMENT

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This agreement is made and entered into by and between the undersigned, and

WHEREAS a road has been constructed on the following described easement:

A 60 foot easement for ingress, egress and utilities over and across the following described property. The center line of which is described as follows:

That portion of the Northwest quarter of the Northeast quarter of Section 30, Township 2 North Range 5 East, Willamette Meridian, in Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section; thence along the West line thereof, North $00^{\circ} 17' 08''$ East 168.84 feet to the Southeast corner of the land being purchased by RONALD CUMMINGS, et ux, under Contract recorded under Auditor's File No. 75269, records of said County; thence along the South line thereof South $89^{\circ} 42' 54''$ East 679 feet to the Southeast corner of said CUMMINGS tract and the true point of beginning of said center line description; thence North along the East line thereof, North $00^{\circ} 17' 06''$ East 820.22 feet, more or less, to a point on the Southern right of way line of the BONNEVILLE POWER ADMINISTRATION and the terminus of said center line description;

WHEREAS the parties hereto desire to enter into a covenant for the maintenance and repair of the road by the owners of the following described property:

That portion of the Northwest quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section; thence along the West line thereof North $00^{\circ} 17' 08''$ East 168.84 feet to the Southwest corner of the land being purchased by RONALD CUMMINGS, et ux, under contract recorded under Auditor's File No. 75269 records of said County; thence along the South line thereof South $89^{\circ} 42' 54''$ East 679 feet to the Southeast corner of said CUMMINGS tract; thence along the East line thereof North $00^{\circ} 17' 06''$ East 164.06 feet to the true point of beginning; thence South $89^{\circ} 04' 38''$ East 680.23 feet to the East line of the Northwest quarter of the Northeast quarter of said Section; thence North along said East line 656 feet, more or less, to the South right of way line of the BONNEVILLE POWER ADMINISTRATION; thence along said South line North $89^{\circ} 04' 38''$ West 685.43 feet, more or less, to a point on the East line of said CUMMINGS tract that is North $00^{\circ} 17' 06''$ East from the true point of beginning; thence South $00^{\circ} 17' 05''$ West 656.16 feet to the true point of beginning.

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Also known as Lots 1,2,3 and 4, of S.A.F.E. short plat No. 2
recorded in Book 2 of short plats at page 218 under Auditor's
File No. 92583, records of Skamania County, Washington;

Now therefor, in consideration of the mutual benefit of each of the parties
hereto, it is agreed that the cost of maintaining and repairing said road
shall be shared equally between the ultimate purchasers of said land from
Jack Sunseri DBA S.A.F.E. Investment and Development Company.

However, it is expressly understood and agreed by and between the parties
hereto that if any misuse of said easement for the purposes set forth
herein shall occur, any costs incurred for the repair of such damages
shall be born by the party guilty of such misuse.

It is further understood and agreed by and between the parties hereto that
the cost of any future repairs, maintenance or improvement of said easement
shall be the responsibility of the purchasers herein, their heirs and assigns,
as provided herein, EXCEPT that, contrary to the other provisions of this
agreement, Jack Sunseri DBA S.A.F.E. Investment and Development Company
shall not be obligated to pay nor be liable for such costs, but will, upon
subsequent sale of individual lots covered by this agreement, subject each
of them to a road maintenance agreement in substantially the same form as
this.

None of the parties having a right to use of the road shall have a right to
reimbursement for expenses incurred for maintenance and/or repairs in excess
of \$100.00 without having obtained the written approval for such expenses
from the other adult owners of the land described herein except that should
50% or more of the owners of the land described herein agree that there is
a need for maintenance or repair of the road, each property owner shall be
assessed an equal portion of the cost for such repair and should any owner
of the property herein described refuse or neglect to pay their equal portion
within a thirty day period after completion of said maintenance or repair,
then those parties first paying will have the right to place a lien on the
real property of the nonpaying owners of the aforementioned property along
with the cost of placing or recording said lien.

In the event the parties are unable to agree as to any matter covered by
this agreement, including specifically but not limited to the necessity
for repair work or maintenance work, 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 request of any party having
a right to use the road. The decision of the arbitrator shall be final
and binding and not subject to appeal. The decision may be enforced by
any party having an ownership interest in the land described herein in
any court of competent jurisdiction in ^{Skamania} County Washington, and the
losing party shall pay all costs in connection therewith, including reasonable
attorney fees in an amount to be set by the Court.

ROLL 182.1
DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MARRIAGE APPLICATIONS

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The covenants contained herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the land described herein and shall inure to the benefit of each owner thereof. The covenants contained herein shall be binding and effective until road maintenance or repair are no longer needed.

SIGNED

Robert Gene Kalander
Robert Gene Kalander

SIGNED

Lynne Anne Kalander
Lynne Anne Kalander

by power of attorney

Robert Gene Kalander
Robert Gene Kalander

Lynne Anne Kalander
Lynne Anne Kalander

STATE OF IOWA
COUNTY OF KAMAHUA

Kamania County, Iowa

Attestation, Wm

12:30 PM Dec 31 1980

Deeds 719

J. M. Gibson

clerk