

Covenant For Road Maintenance

117307

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WHEREAS, the undersigned Leroy T. Ziegler, a single person, is the owner of real property situated in Skamania County, Washington, described as follows, to-wit:

The SW 1/4 of the SE 1/4 of section 16, Township 3 North, Range 10 East, W.M. (Tax Lot 1100 and 1101 of Assessor's Map 3-10-16), Skamania County, Washington.

and,

WHEREAS, it is the ultimate intent of the owner to divide the above described real property into parcels to be served by a private road, presently named "Memory Lane", over and across the North 30 feet of said real property,

NOW, THEREFORE, in consideration of the mutual benefits to parties of easement and the benefitted real property, the parties do:

1. Herewith grant, convey and warrant, each to the other, a permanent private, non-exclusive easement for purposes of access, ingress, egress and utilities over and across the North 30 feet of the above-described real property for the benefit of said described premises, the same to be appurtenant to and run with the land; and,

2. In the event that either party hereto shall sell any of the described realty, any conveyance shall be subject to this easement and maintenance agreement; and,

3. The current and future owners shall share proportionately in accordance with their footage of ownership of the benefitted lands any and all expenses incident to road building or maintenance and snow removal; and,

4. Annually on the first Monday in the month of April, the owners of all benefitted premises shall meet to decide the amount and nature of building or maintenance to be performed for the next twelve (12) months, and the party responsible for performing the same, and the person or persons responsible for collecting and disbursing road building, repair and maintenance funds; and,

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5. It shall be required that the owners of a majority or more of the footage of such road agree to approve routine maintenance and repair items designed to maintain the road in a condition to allow routine general travel thereon; however, in the event that major construction or reconstruction or paving of the roadway is contemplated, then the owners of at least seventy-five per cent (75%) of the footage thereof must agree before such projects are undertaken. Any transfer of said road to the county road system shall require the unanimous approval of the owners of all the roadway's footage.

6. All road assessments made hereunder shall become liens upon the benefitted lands, and any non-payment may be collected from a defaulting owner by the benefitted parties by suit or through foreclosure. No collection or foreclosure action shall be begun without the prior approval of the owners of at least 51% of the roadway's footage.

7. In any suit or action brought hereunder, venue shall be Skamania County, Washington, and the prevailing party shall be entitled to an award for all costs and reasonable attorney fees, in addition to any other relief obtained.

8. In the event that the within described road shall become a part of the county road system, then this agreement shall at that time become of no further force and effect, except as to any remaining road assessments due and owing.

DATED this 11 day of September, 1993

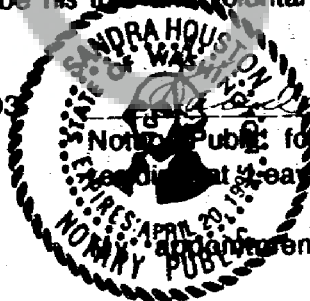
Stephen L. Ziegler
Leroy T. Ziegler (by Stephen L. Ziegler,
Power of Attorney for Leroy T. Ziegler)

STATE OF WASHINGTON)
County of Skamania)

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SKAMANIA CO. WASH.
BY Planning Dept
SEP 15 2 14 PM '93
G. Lowry
AUDITOR
GARY M. OLSON

I certify that I know or have satisfactory evidence that Stephen L. Ziegler, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated, September 11, 1993



Notary Public for Washington
Residing at Leavenworth, therein.

My Commission expires April 20, 1995