

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Mar 23 4 39 PM '94

R. Young
AUDITOR

COVENANT FOR ROAD MAINTENANCE GARY N. OLSON

118992

BOOK 142 PAGE 65

Whereas, the undersigned, Leroy T. Ziegler, a married person, dealing in his separate property, is the owner of real property situated in Skamania County, Washington, described as follows:

Lot 2 of short plat recorded in Book 3 of Plats, Page 227, under Auditor's file number 117306, Records of Skamania County, Washington, situated in Section 16, Township 3 North, Range 10, EWM, Skamania County, Washington.

Whereas, Stephen L. Ziegler and Colleen Ziegler, husband and wife, are the owners of real property situated in Skamania County, Washington, described as follows:

Lot 1 of short plat recorded in Book 3 of Plats, Page 227, under Auditor's file number 117306, Records of Skamania County, Washington, situated in Section 16, Township 3 North, Range 10, EWM, Skamania County, Washington.

Whereas, said lots are served by a private road presently named "Memory Lane," which is situated over and across the north 30 feet of said Lot 2.

Whereas, the parties hereto are desirous of describing the method of maintenance and snow removal on said road, and the parties responsible for said maintenance and snow removal.

Now therefore, in consideration of the mutual covenants herein, it is agreed:

1. Leroy T. Ziegler does hereby grant and convey to Stephen L. Ziegler and Colleen Ziegler, husband and wife, their heirs, successors, and assigns, a permanent, private, non-exclusive easement for ingress, egress, and utilities over and across the north 30 feet of the above mentioned Lot 2 for the benefit of said Lot 1. Said easement to be appurtenant to and run with the land; and,

2. In the event that either party hereto shall sell any of the above-described real property, any conveyance shall be subject to this easement and this covenant for road maintenance; and,

3. The current and future owners of Lot 1 above-described shall pay 3/4 of the costs of maintenance and snow removal on the above-mentioned road serving Lots 1 and 2. The owners of Lot 2 shall pay 1/4 of the costs of maintenance and snow removal on said road; and,

4. 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 in order to maintain the road in its present condition, unless otherwise decided as hereinafter set forth; and,

5. This agreement shall be null and void and of no further force or effect if and in the event that the said road becomes a part of the County road system; and,

6. The prevailing party in any suit or action to enforce this agreement shall be awarded reasonable attorney's fees and reasonable costs of prosecuting and/or defending said suit or action; and,

7. Annually on the first Monday in April, the owners of both lots obligated to share in the maintenance of the road 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 above;

COVENANT FOR ROAD MAINTENANCE - 1

Registered _____
Indexed, by _____
Indexed _____
Filed _____
Mailed _____

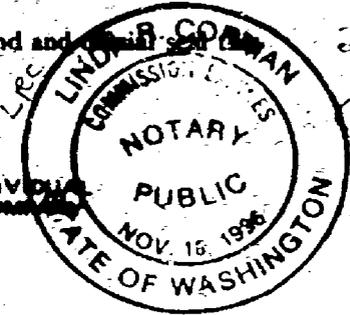
W

STATE OF WASHINGTON,
County of KLICKITAT } ss.

BOOK 142 PAGE 67

On this day personally appeared before me Harvey T. Ziegler
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 seal on this 22 day of March, 1994



Linda R. Coburn LINDA R. COBURN

Notary Public in and for the State of Washington,
residing at

My appointment expires Nov. 18, 1996

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 48

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

D. 100% of all parties obligated under this agreement need to approve any paving or major improvements to the said road; however, if the owner of Lot 2 desires to have all or a portion of said road paved, said owner may do so at his expense; and,

8. 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 any suit or action brought hereunder, venue shall be Skamania County, Washington; and,

9. The above-mentioned road is not a part of the County road system, and the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction, repair, or snow removal of said road, if and until said County accepts the road into the County road system.

In witness whereof, the parties hereto have set their hands and seals this 14 day of March, 1994.

10. This document is to replace road maintenance recorded in Book 138, Page 343, Auditors File Number 117454. Re-recorded in Book 138, Page 4, Auditors File Number 117307, Skamania County Deed Records.

Leroy T. Ziegler by Stephen L. Ziegler
Leroy T. Ziegler
By Stephen L. Ziegler, his attorney-in-fact

Stephen L. Ziegler
Stephen L. Ziegler

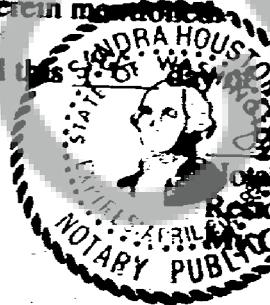
Colleen Ziegler
Colleen Ziegler

Leroy T. Ziegler
Leroy T. Ziegler

STATE OF WASHINGTON)
County of Chelan) ss.

On this day personally appeared before me Stephen L. Ziegler, attorney-in-fact for Leroy T. Ziegler, to me known to be the individual 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 seal this 14 day of March, 1994.



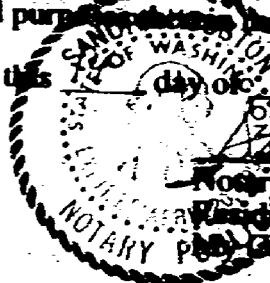
Sandra Houston
Notary Public for Washington

Reading at _____
Commission Expires: April 20, 1995

STATE OF WASHINGTON)
County of Chelan) ss.

On this day personally appeared before me Stephen L. Ziegler and Colleen Ziegler, husband and wife, 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 seal this 14 day of March, 1994.



Sandra Houston
Notary Public for Washington

Reading at _____
Commission Expires: Apr 20, 1995

Glenda J. Kimmel, Skamania County Assessor.
By: 272 Parcel # 03-10-16-0-1101-00 (LWT)
03-10-16-0-0-1102-00 (LWT)

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

D. 100% of all parties obligated under this agreement need to approve any paving or major improvements to the said road; however, if the owner of Lot 2 desires to have all or a portion of said road paved, said owner may do so at his expense; and,

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9. The above-mentioned road is not a part of the County road system, and the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction, repair, or snow removal of said road, if and until said County accepts the road into the County road system.

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Leroy T. Ziegler by Stephen L. Ziegler
Leroy T. Ziegler)
By Stephen L. Ziegler, his attorney-in-fact

Stephen L. Ziegler
Stephen L. Ziegler

Colleen Ziegler
Colleen Ziegler

Leroy T. Ziegler
Leroy T. Ziegler

STATE OF WASHINGTON)
County of Chelan) ss.

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Given under my hand and seal this 14 day of March, 1994.

Barbara Houston
Notary Public for Washington
Residing at
Commission Expires: April 20, 1995

STATE OF WASHINGTON)
County of Chelan) ss.

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Given under my hand and seal this 14 day of March, 1994.

Barbara Houston
Notary Public for Washington
Residing at
Commission Expires: Apr 20, 1995

Shanda J. Kimmel, Skamania County Assessor
By: SMC/Parcel # 03-10-16-0-0-1101-00 (LOT 2)
03-10-16-0-0-1102-00 (LOT 1)

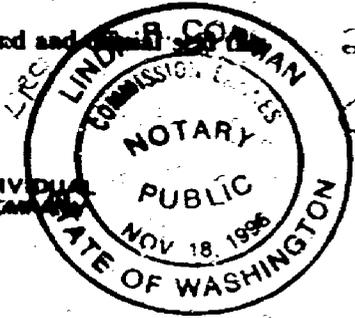
STATE OF WASHINGTON,
County of KLICKITAT } ss.

BOOK 142 PAGE 67

On this day personally appeared before me Leroy T. Ziegler

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 seal 22 day of March, 1994



Linda R. Colman
Notary Public in and for the State of Washington,
residing at

ACKNOWLEDGMENT - INDIVIDUAL
FIRST AMERICAN TITLE COMPANY
WA - 48

My appointment expires Nov. 18, 1996

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