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BOOK 185 PAGE 367

Return Address:

Karl Delyria  
221 SW Texas  
Portland, OR 97219

FILE  
SKAN  
Linda Strandemo  
JAN 5 12 34 PM '99  
GARY N. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Maintenance Agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Joseph Robertson
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. DAVID Delyria et ux
2. Karl C. Delyria
3. Karin Kolodziejki
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lot 1 of Elmer Short Plat  
Lot 2 " " " "  
Lot 3 " " " "  
☒ Complete legal on pages 1-3 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Lot 1 of Elmer Short Plat Vol 3 Pg 99  
☒ Additional numbers on pages 1-3 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 2-6-27-4-108  
2-6-27-4-107  
2-6-27-4-101

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

MAINTENANCE AGREEMENT

WHEREAS Joseph Robertson, an unmarried man, is the owner of the following property:

Lot 1 of Elmer Short Plat recorded in Short Plat in Book 3 at page 100 as recorded under Auditor's File No. 101673, lying within the North Half of the Southeast Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian.

SUBJECT TO AND TOGETHER WITH an easement for ingress, egress and utilities described as follows:

BEGINNING at a point on the South line of the Northeast Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, South 89 degrees 08'43" East, 143.52 feet from the Southwest corner of said Northeast Quarter of Section 27; thence North 11 degrees 00'15" West, 92.60 feet to a 175 foot radius curve to the left, the chord of which bears North 35 degrees 31'55" West, 145.30 feet; thence along said curve 149.83 feet; thence North 60 degrees 03'34" West, 238.12 feet to a 250 foot radius curve to the right the chord of which bears North 45 degrees 04'06" West, 129.34 feet thence along said curve 130.82 feet; thence North 30 degrees 04'37" West, 33.11 feet to a 175 foot radius curve to the right, the chord of which bears North 43 degrees 41'03" West, 82.34 feet; thence along said curve 83.12 feet; thence North 57 degrees 17'29" West, 77.36 feet to a 200 foot radius curve to the right, the chord of which bears North 42 degrees 34'42" West, 101.59 feet; thence along said curve 102.72 feet; thence North 27 degrees 51'56" West, 151.54 feet to a 150 foot radius curve to the left, the chord of which bears North 58 degrees 42'49" West, 153.83 feet; thence along said curve 161.52 feet; thence North 89 degrees 33'42" West, 175.41 feet to a 250 foot radius curve to the left, the tangent of which bears South 73 degrees 20'59" West 146.92 feet; thence along said curve 149.13 feet; thence South 56 degrees 15'41" West, 131.96 feet to the center of Woodard Creek County Road.

and

WHEREAS David V. DeLyria and Cheryl DeLyria, husband and wife, are the owners of the following property:

Lot 2 of Elmer Short Plat recorded in short Plat in Book 3 at page 100 as recorded under Auditor's File No. 101673, lying within the North Half of the Southeast

Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian.

SUBJECT TO AND TOGETHER WITH an easement for ingress, egress and utilities described as follows:

BEGINNING at a point on the South line of the Northeast Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, South 89 degrees 08'43" East, 143.52 feet from the Southwest corner of said Northeast Quarter of Section 27; thence North 11 degrees 00'15" West, 92.60 feet to a 175 foot radius curve to the left, the chord of which bears North 35 degrees 31'55" West, 145.30 feet; thence along said curve 149.83 feet; thence North 60 degrees 03'34" West, 238.12 feet to a 250 foot radius curve to the right the chord of which bears North 45 degrees 04'06" West, 129.34 feet thence along said curve 130.82 feet; thence North 30 degrees 04'37" West, 33.11 feet to a 175 foot radius curve to the right, the chord of which bears North 43 degrees 41'03" West, 82.34 feet; thence along said curve 83.12 feet; thence North 57 degrees 17'29" West, 77.36 feet to a 200 foot radius curve to the right, the chord of which bears North 42 degrees 34'42" West, 101.59 feet; thence along said curve 102.72 feet; thence North 27 degrees 51'56" West, 151.54 feet to a 150 foot radius curve to the left, the chord of which bears North 58 degrees 42'49" West, 153.83 feet; thence along said curve 161.52 feet; thence North 89 degrees 33'42" West, 175.41 feet to a 250 foot radius curve to the left, the tangent of which bears South 73 degrees 20'59" West 146.92 feet; thence along said curve 149.13 feet; thence South 56 degrees 15'41" West, 131.96 feet to the center of Woodard Creek County Road.

and

WHEREAS Karl C. DeLyria and Karin Kolodziejski are the owners of the following property:

Lot 3 of Elmer Short Plat recorded in Short Plat in Book 3 at page 100 as recorded under Auditor's File No. 101673, lying within the North Half of the Southeast Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian.

SUBJECT TO AND TOGETHER WITH an easement for ingress, egress and utilities described as follows:

BEGINNING at a point on the South line of the Northeast Quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, South 89 degrees 08'43" East,

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143.52 feet from the Southwest corner of said Northeast Quarter of Section 27; thence North 11 degrees 00'15" West, 92.60 feet to a 175 foot radius curve to the left, the chord of which bears North 35 degrees 31'55" West, 145.30 feet; thence along said curve 149.83 feet; thence North 60 degrees 03'34" West, 238.12 feet to a 250 foot radius curve to the right the chord of which bears North 45 degrees 04'06" West, 129.34 feet thence along said curve 130.82 feet; thence North 30 degrees 04'37" West, 33.11 feet to a 175 foot radius curve to the right, the chord of which bears North 43 degrees 41'03" West, 82.34 feet; thence along said curve 83.12 feet; thence North 57 degrees 17'29" West, 77.36 feet to a 200 foot radius curve to the right, the chord of which bears North 42 degrees 34'42" West, 101.59 feet; thence along said curve 102.72 feet; thence North 27 degrees 51'56" West, 151.54 feet to a 150 foot radius curve to the left, the chord of which bears North 58 degrees 42'49" West, 153.83 feet; thence along said curve 161.52 feet; thence North 89 degrees 33'42" West, 175.41 feet to a 250 foot radius curve to the left, the tangent of which bears South 73 degrees 20'59" West 146.92 feet; thence along said curve 149.13 feet; thence South 56 degrees 15'41" West, 131.96 feet to the center of Woodard Creek County Road.

and

WHEREAS the above have entered into easements providing for access to a well and water line across their properties to maintain water service from a well located on the property owned by Joseph Robertson,

NOW THEREFORE IT IS AGREED that the well, tank reservoir, pump, pump house, pipe and other facilities beginning with the well and reaching to the point of division of the water for use of the property presently owned by Joseph Robertson are the responsibility of all three of the parties, and any costs for maintenance and improvement of these items will be borne equally by the parties.

From the point at which the water service for the lot presently owned by Joseph Robertson is diverted from the water

line, to the point at which the water service for the lot presently owned by David V. DeLyria and Cheryl DeLyria, is diverted from the water line, shall be the responsibility of the owners of the plots presently owned by David V. DeLyria and Cheryl DeLyria, and Karl C. DeLyria and Karin Kolodziejski. Any expenses incurred in the maintenance of the line between those two points shall be borne equally by the owners of those two lots.

From the point at which the service for the lot presently owned by David V. DeLyria and Cheryl DeLyria, is branched off to the end of the water line, shall be the sole responsibility of the owner of the lot presently owned by Karl C. DeLyria and Karin Kolodziejski. Any expenses for the maintenance or improvement of the line between those two points shall be solely the responsibility of the owner of the lot presently owned by Karl C. DeLyria and Karin Kolodziejski.

Any decisions regarding maintenance and repair to the facilities shall be made by majority vote of the properties owners responsible for the expenses of the maintenance and repairs to the section or facilities requiring maintenance or repair. In the event that the decision relates to the section of the line for which only two properties are responsible for expenses of repair and maintenance, then the owner of the third property shall have a vote to break any tie. However, it is expressly agreed that each party has a right to adequate water service to their respective properties, and it is the obligation of each party to allow all necessary repairs and to make contribution towards such expenses

where appropriate.

Any party failing to make a contribution for expenses that are chargeable per terms of this agreement, shall be liable to the other property owner(s) for any such expenses, plus interest, at the rate of 12% per annum from the date any such expenses have been paid or contributed by the other owner(s). If it is necessary for any party signing below or a successor in interest to those signing below to enforce rights to this agreement by legal action, the prevailing party in any such action shall be entitled to recover attorney fees both at the trial and appellate level.

The provisions of this Maintenance Agreement shall be binding upon the successors, heirs, and assigns of the parties to this agreement immediately upon the passing of title to such successor, heir, or assign.

DATED: 5/9/96

Joseph Robertson  
Joseph Robertson

DATED: 10-19-98

David V. DeLyria  
David V. DeLyria

DATED: 10-19-98

Cheryl DeLyria  
Cheryl DeLyria

DATED: 12-28-98

Karl C. DeLyria  
Karl C. DeLyria

DATED: 12-28-98

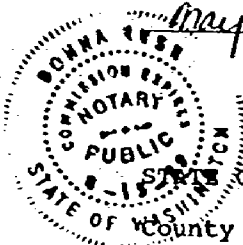
Karin Kolodziejski  
Karin Kolodziejski



STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me Joseph Robertson to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that Joseph Robertson 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 9th day of May, 1991.

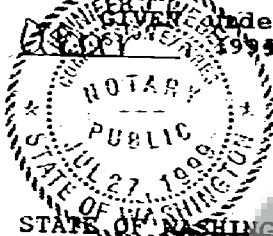


Joseph Robertson  
Notary Public for the State of Washington  
My Appointment Expires: 8-15-99

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me David V. DeLyria and Cheryl DeLyria to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that David V. DeLyria and Cheryl DeLyria 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 19th day of December, 1998.



David V. DeLyria  
Notary Public for the State of Washington  
My Appointment Expires: July 27, 1999

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me Karl C. DeLyria and Karin Kolodziejski to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that Karl C. DeLyria and Karin Kolodziejski 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 28th day of December, 1998.

Karl C. DeLyria  
Notary Public for the State of Washington  
My Appointment Expires: Oct 22, 2000

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