

134881

BOOK 788 PAGE 406

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

APR 19 1 32 PM '99

Oxley
GARY H. OLSON

After recording return to:
Kielpinski & Woodrich
P.O. Box 510
Stevenson, WA. 98648

ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by and between PATRICK STORM and SHANNON CARNEY-STORM "herein Storms", husband and wife, and PAUL LEAL and SANDRA MELANIE LEAL husband and wife, "herein Leals"

WHEREAS, the Leals are the owners of certain real property situate in Skamania County, Washington legally described as:

A parcel of land defined as LOT 1 in the South ¼ of the Northwest ¼ of Section 23 of Township 3 North, Range 8 E.W.M. in Skamania County, Washington, *HI Martin, Skamania County Auditor*
3-8-25-300 4-17-99 2500 Date *4-16-99* Parcel # *1*

and more particularly described in Exhibit "A" attached hereto and incorporated herein;

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WHEREAS, the Storms are the owners of certain real property situate in Skamania County, Washington legally described as:

A tract of land in the Southwest quarter of the Northwest quarter of Section 23, Township 3 North Range 8 East of the Willamette Meridian in the County of Skamania

and more particularly described in Exhibit "B" attached hereto and incorporated herein;

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WHEREAS, there is an existing road easement across the Leals' property for the use and benefit of the Storms property, said easement being of record under Book No. 75 Page No. 73 Skamania County, Washington Auditor's No. 867777, which easement is incorporated herein as though fully set forth;

WHEREAS, the parties wish to enter this agreement to provide for the maintenance of said road;

NOW, THEREFORE, in consideration of the mutual benefits to

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NOW, THEREFORE, in consideration of the mutual benefits to the Leals and the Storms, the parties set forth the following:

1. **EASEMENT.** The easement is an existing road easement across the Leals' property for the use and benefit of the Storms, said easement being of record under Book No. 75 Page No. 73 Skamania County, Auditor's No. 86777 which easement is incorporated herein as though fully set forth;

2. **MAINTENANCE.** The following provisions shall apply to maintenance of the easement road, either in its existing location or after any relocation, re-routing, improvement or other change as may be mutually agreed upon by the parties or their heirs, successors or assigns.

a. Except as provided herein below, each of the parties shall share equally in the costs of maintaining the road in good and passable condition. The repairs, maintenance and restoration to be undertaken and performed shall include the filling of potholes, grading, maintaining sufficient gravel depth for safe all-weather travel, maintaining ditches, drainage ways, culverts and shoulders, the removal of vegetation which may hinder travel on the roadway, and other minor repairs necessary for maintaining the roadway in a good, passable condition under all weather and traffic conditions.

b. The cost of repairs to the road for extraordinary damage caused by a party shall be borne by the party responsible for such damage. Examples of such extraordinary damage include but are not limited to the following: damage caused by passage of heavy trucks and equipment, utility trenching and excavation, and damage caused by alteration of drainage patterns.

3. **HOLD HARMLESS.** Each of the parties agrees to indemnify and hold the other party harmless against all liability for injury to him/herself or to his/her guests, invitees, licensees, agents or employees, or damage to property when such injury or damage shall result from or arise out of or be attributable to use of the road or to any maintenance or repair undertaken pursuant to this agreement.

4. **BINDING EFFECT.** This agreement shall constitute a covenant running with the respective lands of the parties and shall bind and inure to the benefit of the parties and their heirs, successors and assigns.

5. **TIME AND ATTORNEYS' FEES.** Time shall be of the essence of each and every provision hereof and, in the event of any action to enforce this agreement, the prevailing party shall be entitled to costs and a reasonable attorneys' fees.

Paul Leal
PAUL LEAL

Sandra Melanie Leal
SANDRA MELANIE LEAL

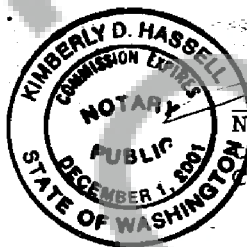
Patrick Storm
PATRICK STORM

Shannon Carey Storm
SHANNON CAREY-STORM

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Paul Leal and Sandra Melanie Leal signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 5th, 1999.

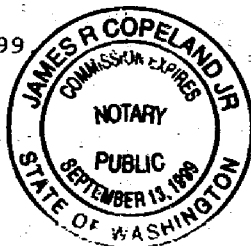


Kimberly Hassell
NOTARY PUBLIC in and for
the State of Washington
Commission expires 12/01/01

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Patrick Storm and Shannon Carey Storm signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 7, 1999



James R. Copeland Jr.
NOTARY PUBLIC in and for
the State of Washington
Commission expires 9-15-99

STATE OF WASHINGTON, }
County of Skamania } ss. ACKNOWLEDGMENT - Individual

On this day personally appeared before me Patrick Storm

to me known
to be the individual(s) 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 16th day of April, 1999

Paula Seaman
Notary Public in and for the State of Washington,
residing at Skamania
My appointment expires 10-8-2001

STATE OF WASHINGTON, }
County of _____ } ss. ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
President and _____ Secretary, respectively, of _____
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____

EXHIBIT **A**
PAGE 1 OF 1

BOOK 188 PAGE 410

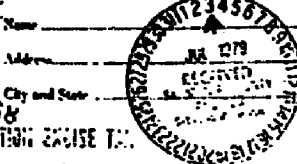
BOOK 178 PAGE 159
American Title Insurance Co

Service of
Insurance Corporation

BOOK 178 PAGE 73

THE STATE OF WASHINGTON
COUNTY OF SKAGANAWA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, 128 P.
Paul Leal
OF North Bend, Wash.
AT North Bend, Wash. ON June 3, 1973
WAS RECORDED IN BOOK 178
OF Deeds AT PAGE 73
RECORD OF SKAGANAWA COUNTY, WASH.
Paul Leal
COUNTY CLERK

Filed for Record at Request of



REGISTERED
INDEXED
RECORDED
COMPARED
MAILED

5968
TRANSPORTATION EXCHANGE INC.

Quit Claim Deed 86777

Huston K. Dillon and Lauretta B. Dillon
THE GRANTOR S. HUSTON K. DILLON and LAURETTA B. DILLON, husband and wife.

for and in consideration of Love and Affection

convey and quit claim to PAUL LEAL and SANDRA MELANIE LEAL, husband and wife.

the following described real estate, situated in the County of Skagawana State of Washington.
together with all other acquired title of the grantor(s) therein:

A parcel of land defined as LOT 1 in the South 1/2 of the North-
west 1/4 of Section 23 of Township 3 North, Range 3 E.W.M. in
Skagawana County, Washington, more particularly described as:

Beginning at the Northwest corner of the South Half of the North-
west 1/4 of Section 23 of T3N, R3E, M3W; thence East Along the
North line of the S 1/2 of the NW 1/4 of said Section 23 for
1575 feet more or less to the West right-of-way of the Berge Road
(County Road Number 1034); this point being the true point of be-
ginning; thence N along the E line of the S 1/2 of the NW 1/4 of
said Section 23; 117 ft.; thence southerly parallel to the West
line of the S 1/2 of the NW 1/4 of said Section 23, 660 feet more
or less to the mid-east west line of the S 1/2 of the NW 1/4 of
said Section 23; thence easterly along said mid line 575 feet
more or less to its intersection with the West right-of-way line
of the Berge Road (County Road Number 1034); thence northerly a-
long said West right-of-way line 770 feet more or less to the true
point of beginning.

EXCEPT a private road easement granted to Lot 23 of the Huston Dil-
lon Short Plat for access, said easement being 15' in width.

Said parcel containing 6.02 Ac more or less.

Dated this twenty ninth day of June, 1973.

Huston K. Dillon
Lauretta B. Dillon

STATE OF WASHINGTON
County of Skagawana

For this day personally appeared before me HUSTON K. DILLON and LAURETTA B. DILLON,
husband and wife,

known to be the individuals described in and who executed the within and foregoing instrument, and
admitted that they signed the same as their free and voluntary act and deed, for the
uses and purposes therein mentioned.

Witness my hand and official seal this 21 day of June, 1973.

Robert J. Stevenson
Notary Public in and for the State of Washington,
residing at Stevenson

EXHIBIT B

Page 1 OF 1

EXHIBIT 'A'

A tract of land in the Southwest quarter of the Northwest quarter of Section 23, Township 3 North Range 8 East of the Willamette Meridian in the County of Stensland and State of Washington described as follows:

Beginning at the Northwest Corner of the South half of the Northwest quarter of said Section 23; thence South along the West line of said Section 23, 350 feet; thence East parallel to the North line of said South half of the Northwest quarter 490 feet; thence South parallel to the West line of said Section 23 to a point on the South line of the North half of the South half of the Northwest quarter of said Section 23, said point being 660 feet, more or less, South of the North line of said South half of said Northwest quarter; thence East along said South half of the Northwest quarter to the North line of the South half of the Northwest quarter of said Section 23; thence West along said North line to the point of beginning.