

135165

BOOK 189 PAGE 330

FILED FOR RECORD  
STATE OF WASH  
BY Planning Dept.

MAY 17 12 51 PM '59

*P. Laury*  
GARY E. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Woodrich  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement

Grantor(s): (Last name first, then first name and initials)

1. James W. Hoffman
2. Neil H. Haffey
3. Dan Huntington

☐ Additional names on page \_\_\_\_\_ of document

Grantee(s): (Last name first, then first name and initials)

1. James W. Hoffman
2. Neil H. Haffey
3. Dan Huntington

☐ Additional names on page \_\_\_\_\_ of document

Abbreviated Legal Description: (i.e., lot/block/plat or sec/twp/range/1/4)

Hoffman Short Plat, SE 1/4 of the NE 1/4 of Section 33, Township 2 North, Range 5 E.W.M. Vol 3 Pg 350

☐ Complete legal description is on page \_\_\_\_\_ of document

Reference Number(s) of Documents Assigned or Released:

[Bk/Pg/Aud#] Gary H. Martin, Skamania County Assessor  
1. 83/600 Date 1/20/58 Parcel # 02 05 34 2 0 0600 00  
02 05 33 0 0 1800 00  
1800 00  
1900 00

☐ Additional numbers on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel/Account Number(s):

1. 02 05 34 2 0 0600 00  
02 05 33 0 0 1800 00  
1800 00  
1900 00

☐ Property Tax Parcel ID is not yet assigned

Aug 1959  
Audited by *[initials]*  
Filed  
Index

After recording return to:

Kielpinski & Woodrich  
Attorney at Law  
P.O. Box 510  
Stevenson, WA 98648

**ROAD MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is entered into by and between James W. Hoffman, a single man, Neil H. Haffey, a married man dealing in his separate estate and Dan Huntington, a married man dealing in his separate estate.

**WHEREAS**, James W. Hoffman is the owner of certain real property situate in Skamania County, Washington legally described as

The Remainder Lot of the Hoffman Short Plat,  
located in the Southeast Quarter of the  
Northeast Quarter of Section 33, Township 2  
North, Range 5 E.W.M.;

and;

**WHEREAS**, Neil H. Haffey is the owner of certain real property situate in Skamania County, Washington legally described as



Lot 1 of the Hoffman Short Plat, located in the Southeast Quarter of the Northeast Quarter of Section 33, Township 2 North, Range 5 E.W.M.;

and;

**WHEREAS,** Dan Huntington is the owner of certain real property situate in Skamania County, Washington legally described as

That portion of the Southeast Quarter of the Northeast Quarter of Section 33, Township 2 North, Range 5 East of the Wilamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the East line of said Section 33 which is 700 feet South of the Northeast corner of the Southeast Quarter of the Northeast Quarter of said section; thence West 200 feet; thence South parallel to the East line of said Section, 300 feet, more or less, to the center of the Washougal River; thence Easterly and upstream along the center of said River 200 feet; more or less, to the East line of said Section 300 feet, more or less, to the Point of Beginning.

and;

**WHEREAS,** there is an existing road located in the approximate location indicated on Exhibit "A" attached hereto and incorporated herein, and;

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

**NOW, THEREFORE,** for and in consideration of the mutual

promises herein contained and the mutual benefits to be derived herefrom the parties agree as follows:

1. **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 by the parties:

a. Except as provided below, each of the parties shall share equally in the costs of maintaining the portion of the road used by them in good and passable condition. The repairs, maintenance and restoration to be undertaken and performed shall include the filling of chuckholes, 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 to this agreement 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.

c. The type of maintenance required and the method of collection and disbursement of funds shall be determined at a meeting of the parties hereto not less frequently than semi-



annually, to be held at such reasonable time and place as shall be determined by the parties;

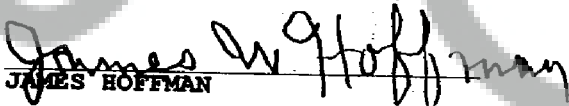
2. **HOLD HARMLESS.** Each of the parties agrees to indemnify and hold the other parties harmless against all liability for injury to himself and to his guests, invitees, licensees, agents or employees, or damage to property when such injury or damage shall result from or arise out of or be attributable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

3. **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.

4. **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.

  
NEIL H. HAFFEY

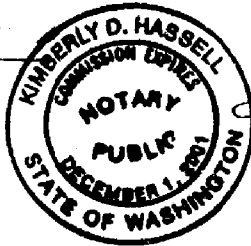
  
DAN HUNTINGTON

  
JAMES W. HOFFMAN

STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.

I certify that I know or have satisfactory evidence that Neil H. Haffey signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated May 5, 1998



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



STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.

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

Dated October 16, 1998.

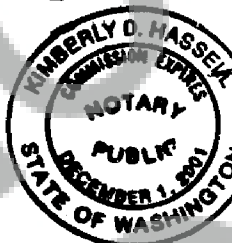


Kimberly Hassell  
Kimberly Hassell, Notary  
PUBLIC in and for  
the State of Washington  
Commission expires 12/01/01

STATE OF WASHINGTON )  
COUNTY OF Skamania ) ss.

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

Dated May 5, 1998.



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

