

140060

BOOK 205 PAGE 695

FILED IN RECORD  
SK/1111111111  
BY *Kielpinski & Woodrich*

JAN 4 8 59 AM '01

*B. Laury*  
AUDITOR  
GARY H. OLSON

After recording return to:

Kenneth B. Woodrich  
Kielpinski & Woodrich  
PO Box 510  
Stevenson, WA 98610

**REAL ESTATE EXCISE TAX**

N/A

JAN 04 2001

PAID 1.11  
*[Signature]*  
SKAMANIA COUNTY TREASURER

**TREIBER ROAD EASEMENT DEED AND AGREEMENT**

THIS EASEMENT AGREEMENT is made and entered into this 19th day of December, 2000, by and between OLIVE JEANNETTE KURTZ ("KURTZ"), CARL MEINBERG ("MEINBURG"), and THE IRISH CAMEL LTD., INC. ("IRISH CAMEL").

Gary H. Martin, Skamania County Assessor

Date 12/12/00 Parcel # 03 10 23 2 3 0200 00

**RECITALS**

A. KURTZ is the owner of Lots 12-18 (except East 12 feet of Lot 18), Block 1 of the FIRST ADDITION TO THE TOWN OF UNDERWOOD, according to the recorded plat thereof recorded in Book "A" of plats, Page 19, in the County of Skamania, State of Washington. Tax Parcel Number 03 10 23 2 3 0200 00

B. MEINBURG is the owner of Lot Lots 1 (Tax Parcel Number 03 10 23 2 3 0300 00), 2 (Tax Parcel Number 03 10 23 2 3 0500 00), 18 (East 12' only) (Tax Parcel Number 03 10 23 2 3 0200 00) & 19 (Tax Parcel Number 03 10 23 2 3 0100 00) Block 1 of the FIRST ADDITION TO THE TOWN OF UNDERWOOD, according to the recorded plat thereof recorded in Book "A" of plats, Page 19, in the County of Skamania, State of Washington.

C. IRISH CAMEL is the owner of Lot Lots 3 (Tax Parcel Number 03 10 23 2 3 0600 00) & 4 (Tax Parcel Number 03 10 23 2 3 0700 00) Block 1 of the FIRST ADDITION TO THE TOWN OF UNDERWOOD, according to the recorded plat thereof recorded in Book "A" of plats, Page 19, in the County of Skamania, State of Washington.

Treiber Road Easement Deed and Agreement 1

Registered  
Indexed  
Filed  
9-1-01

D. On September 26, 2000, the Skamania County Board of Commissioners approved the vacation of Treiber Road, a public right-of-way used by Grantor and Grantee to access their respective properties. By reason of the vacation, property owners along Treiber Road now own this road from the adjacent property line to the centerline of Treiber Road. In order to preserve the road for ingress, egress and utility purposes, the residents along Treiber Road wish to grant mutual easements of ingress, egress and for utilities, and agree to the maintenance of this road in a separate Road Maintenance Agreement which by this reference is hereby incorporated into this document as though fully set forth.

E. Each party hereto has agreed to grant the other parties a non-exclusive perpetual easement for access over and across Treiber Road for ingress, egress and for utilities for the benefit of Grantee's Property.

F. The centerline of said easement is the centerline of the formerly public road know as Treiber Road and shall be twenty feet in width.

G. Grantors are vested with the authority to execute this Access Road Easement Agreement and have all necessary power and authority to execute this Access Road Easement Agreement and to perform its obligations hereunder, and

**NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

#### **PART I: MUTUAL GRANT OF EASEMENT**

1. KURTZ hereby grants to MEINBURG and IRISH CAMEL, a non-exclusive perpetual easement for access over and across Grantors' property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement is the centerline of the formerly public road know as Treiber Road and shall be twenty feet in width as shown on the sketch attached as Exhibit "C" and incorporated by this reference (the "easement").

2. MEINBURG hereby grants to KURTZ and IRISH CAMEL, a non-exclusive perpetual easement for access over and across Grantors' property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement is the centerline of the formerly public road know as Treiber Road and shall be twenty feet in width as shown on the sketch attached as Exhibit "C" and incorporated by this reference (the "easement").

3. IRISH CAMEL hereby grants to MEINBURG and KURTZ, a non-exclusive perpetual easement for access over and across Grantors' property. The parties agree that the easement granted herein shall be located as described: The centerline of said easement is the centerline of the formerly public road know as Treiber Road and shall be twenty feet in width as shown on the sketch attached as Exhibit "C" and incorporated by this reference (the "easement").

4. The parties to this agreement, their successors and assigns, covenant and agree not to block or restrict access to the easement or damage the easement.

5. The benefits, burdens, and covenants of the easement granted herein shall be deemed to run with the land and bind the Grantors' Property and the Grantees' Property, the Grantors and Grantees, and their respective heirs, successors and assigns, and all persons possessing the property by, through, or under the parties hereto or their respective heirs, successors and assigns.

#### PART II: ROAD MAINTENANCE PROVISIONS

The landowners agree to provide for the maintenance of all private roads common to the above-described real property as follows:

##### A. TYPE AND FREQUENCY OF MAINTENANCE; PAYMENT

1. Maintenance shall conform to Skamania County Code Chapter 13.03 in that the condition shall be maintained in a satisfactory and useable condition as is practical. At a minimum, said maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners. ~~BURDENS AND BENEFITS OF ALL STRUCTURAL ROAD IMPROVEMENTS PERFORMED, I.E. RETAINING WALLS, AND PAVING, ARE THE SOLE RESPONSIBILITY OF THAT PERSON WHOSE PROPERTY WAS IMPROVED OR IN NEED OF SUCH IMPROVEMENTS.~~

2. The Landowners shall elect a Road Maintenance Coordinator who shall inspect the road annually, report the results of the inspection survey to the other landowners, and shall obtain contractual bids for any required maintenance. With unanimous approval of the landowners, the coordinator will commission the maintenance, collect the appropriate fees for the landowners, and pay for the maintenance. The coordinator will furnish each landowner with copies of maintenance contracts, invoices, and payment receipts.

OK  
E.M.  
RCC



3. Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road before leaving said road to enter the boundaries of the landowners own property. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined on an annual basis by the landowners.

4. The landowners may from time to time establish an account at a reputable bank or financial institution designated as the Trieber Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

5. Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action and any appeal thereof.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

#### **B. APPURTENANCE TO THE LAND**

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein described.

#### **C. SEVERABILITY**

If any provisions of this agreement is held invalid for any reason, the remainder of said agreement is not affected.

#### **D. CONSTRUCTION; FINAL AGREEMENT**

This agreement shall not be construed as a "third-party beneficiary contract." There

BOOK 205 PAGE 699

are no verbal or other agreements which may modify or affect this easement agreement, except as set forth on the Road Maintenance Agreement between the parties hereto and recorded herewith. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Lots Number 3 & 4

Lots Number 12, 13, 14, 15,  
16, 17 & 18 (all except East  
12')

THE IRISH CAMEL LTD., INC.

*Robert D. Carnahan*  
by ~~Michael Carnahan~~ *Robert Carnahan*  
its President Executive Vice President

*Olive Jeannette Kurtz*  
Olive Jeannette Kurtz

Lots Number 1, 2, 18 (East 12' only) & 19

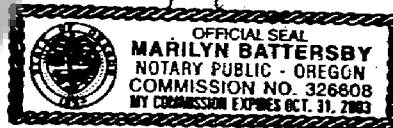
*Carl Meinberg*  
Carl Meinberg

STATE OF WASHINGTON ) OREGON  
County of Wood River

I certify that I know or have satisfactory evidence that *Michael Carnahan* signed this instrument as ~~President~~ of The Irish Camel Ltd., Inc. and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 11 day of Dec, 2000.

Treiber Road Easement Deed and Agreement 5





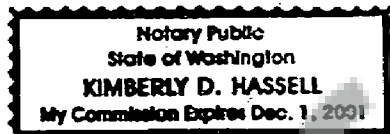
BOOK 205 PAGE 700

STATE OF WASHINGTON )  
County of Skamania )

Notary Public, in and for the  
State of Washington.  
Commission Expires: \_\_\_\_\_

I certify that I know or have satisfactory evidence that Olive Jeannette Kurtz signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12<sup>th</sup> day of December, 2000.

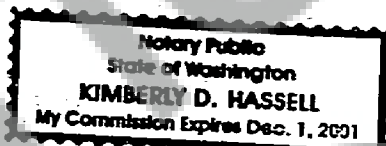


Kimberly Hassell  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 12/01/01

STATE OF WASHINGTON )  
County of Skamania )

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

Dated this 19<sup>th</sup> day of December, 2000.



Kimberly Hassell  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 12/01/01

000614

