

BOOK 245 PAGE 516

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MAY 1 2004

Name Schwabe, Williamson & Wyatt, P.C.

Address 1111 Main Street, Ste 410

City/State Vancouver, WA 98660

Attn: Bradley Andersen *ETC 25457*

Document Title(s): (or transactions contained therein)

1. ROAD MAINTENANCE AGREEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document _____

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

1. SERGIO FOSSA AND PENNE FOSSA
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document _____

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

1. JOANN BURNS
2.
3.
4.

5. ☐ Additional names on page _____ of document _____

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

W 1/2 SE 1/4 NW 1/4 SEC 21 T3N R8E

Complete legal description is on page 2 of document

Assessor's Property Tax Parcel / Account Number(s): 03-08-21-2-0-0824-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

ROAD MAINTENANCE AGREEMENT

We, the undersigned, in consideration for the mutual obligations set forth herein, do hereby agree to the following ROAD MAINTENANCE AGREEMENT:

RECITALS

WHEREAS, the parties hereto own the following described real property (hereinafter "the Subject Property"):

A tract of land located in the West ½ of the Southeast ¼ of the Northwest ¼ of Section 21, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, to be described as follows:

Beginning at a point 420 feet North and 150 feet East of the Southwest corner of the Southeast corner of the Northwest ¼ of the said Section 21; thence North 100 feet to the initial point of the tract hereby described; thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the initial point.

WHEREAS, the parties, by virtue of a Statutory Warranty Deed between Sergio and Penne Fossa (Grantors) and Joann Burns (Grantee), recorded in Book __, Page __ of the Skamania County Records on the 7 day of July 2003, own an exclusive easement over a 20-foot wide strip over the entire southern boundary of the following described Property (hereinafter "the Servient Property")

WHEREAS, the parties agree to provide for the periodic maintenance and repairs to said easement in accordance with the terms and conditions as hereinafter set forth, now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. The roadway and utilities shall be constructed, repaired and maintained in a manner sufficient to provide access and utilities to the Subject Property.
2. The owners, as parties to this agreement, hereby agree that they shall share in the costs of repairs and maintenance for ordinary wear and tear to said easement. The cost and expense (hereinafter referred to as the "Costs") of such repairs and maintenance shall not exceed \$1,500 per year each except upon mutual agreement by the owners bound hereby. Payment shall become due within ten days after a statement for the owner's obligation is mailed or delivered to the owner.
3. It is agreed that the road may be constructed at any time after the execution of this agreement.

BOOK 245. PAGE 518

4. Any owner shall have the right to repair said roadway at any time without the consent of the real property ownership described, so long as the repairs do not block travel along said roadway or interfere with the utilities. However, the cost of said repairs shall not be reimbursed unless the owners have approved said improvements as provided herein.

5. Any lot owner whose activities cause damage to the road easement exceeding ordinary wear and tear shall be responsible for the entire cost of repairing said damage.

6. Both the obligations and benefits of this document, and all covenants, terms, and restrictions, shall be binding on the respective heirs, assigns and successors in interest to the parties hereto, and shall be deemed covenants running with the land. The acceptance of any deed encompassing the real property above described by any party shall constitute an acceptance of all the terms, conditions, limitations, and restrictions contained in this document.

7. The parties, their heirs, successors or assigns, shall have the right to amend this agreement from time to time, provided that the parties affected thereby shall unanimously approve the same, and the terms of such amendment(s) are in writing, and signed by the each of the parties or their successors in interest.

8. If any owner of the real property described above, their heirs, executors, or assigns, hereafter owning any of said real property described above shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions, or restrictions herein contained relating to said real property or for the use and improvement of the same, including a failure to pay, it shall be lawful for any of the parties hereto, for the benefit of either themselves or for the owner(s) of the other real property, to prosecute any proceedings at law or in equity against the person or persons infringing or attempting to infringe, or omitting to perform such covenants, conditions, or restrictions, and either to obtain an injunction without bond to prevent them from doing so, or to recover damages or other costs of repair for such infringements or omissions. This agreement is not intended to grant any rights or impose any responsibilities to any third parties.

9. If any party to this agreement brings a suit or retains an attorney to enforce this agreement, the prevailing party shall be awarded attorney fees and all costs, including costs of title search, deposition, and expert witness fees.

DATED this 2 day of July, 2003.


Sergio Fossa

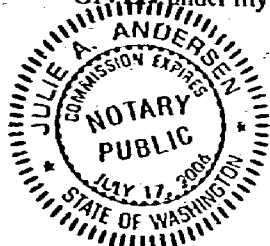

Penne Fossa

BOOK 245 PAGE 519

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me SERGIO FOSSA, to me known to be the individual described in and who executed the 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 2nd day of July, 2003.

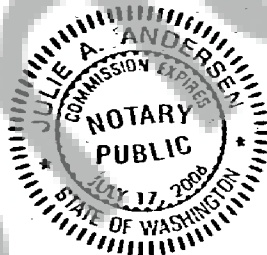


Julie A. Andersen
NOTARY PUBLIC in and for the State
of Washington, residing at Carson
My Commission Expires: 7-17-2006

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me PENNE FOSSA, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of July, 2003.



Julie A. Andersen
NOTARY PUBLIC in and for the State
of Washington, residing at Carson
My Commission Expires: 7-17-2006