

Return Address:

Christian Sartain
20405 NE B3rd St
Vancouver WA, 98682

Document Title(s) or transactions contained herein: <p style="text-align: center;">Road Maintenance Agreement</p>	
GRANTOR(S) (Last name, first name, middle initial) Myers, Joseph C.	SKAMANIA COUNTY REAL ESTATE EXCISE TAX N/A MAY 09 2016
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) Sartain, Christian G.	PAID N/A <i>Christina Ann Sepily</i> SKAMANIA COUNTY TREASURER
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) Section 7 T1N R.5E.W.M. See AH. Exb "A" See 7 T1N R.5E.W.M. See Att. Exb "B" See 7 T1N R.5E.W.M. See AH. Exb "C" See 7 T1N R.5E.W.M. See AH. Exb "D"	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 01050700010100 01050700010000 01050700010300 01050700010400 <i>DM</i> <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers 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.	

ROAD MAINTENANCE AGREEMENT -

When Recorded Return To:

DAVID AND DEBRA BROWN
625 SHAHALA POB 36
N BONNEVILLE WA 98639 0036

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made on this 7th day of May, 2003, by JOSEPH C. MYERS and DENISE K. MYERS, husband and wife, and DAVID S. BROWN and Debra J. Brown husband and wife, hereinafter collectively called "Brown", and Jason Dixon, a single person, and _____ and _____, husband and wife, hereinafter collectively called "Dixon".

WHEREAS, the parties hereto desire to enter into and abide by a Road Maintenance Agreement for Brier Road which is adjacent to property owned by them; and

WHEREAS, Lot 2-3-4 are the lots most likely to use Brier Road for ingress and egress, therefore use by other lot owners shall be restricted as provided herein;

NOW, THEREFORE, the parties hereby declare that all of the property described herein shall be held, sold and conveyed subject to the following Road Maintenance Agreement, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof.

ARTICLE I.

Definitions

1. "Owner" shall refer to the record holder of a fee interest, grantors under a Deed of Trust, and contract purchasers who are in possession of a lot or any portion thereof.

2. "Property" shall mean and refer to that certain real property herein described.
3. "Lots" shall mean and refer to any parcel of land of the Property.

ARTICLE II.

Private Road Maintenance

This Road Maintenance is for the purpose of establishing a policy and procedure for maintenance of Brier Road common to several parcels of property described in Exhibit "A", as attached hereto, and between the Owners of record, of the following described parcels of real property located in Skamania County, Washington:

Tract 1:
The North half of the

Tract 2: *South 1/2 of North 1/2 of the East 1/2 of the NE 1/4 of Section 7
Township 1 North Range 5 East*

Tract 3:
The West half of the South half of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Tract 4:
The East half of the South half of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

The Owners agree to provide for the maintenance of Brier Road common to the above-described real property, described as follows:

Beginning at a point on the West line of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East, said point bears South 01(degrees) 31'51" West, 422.00 feet from the Northwest corner of said East one half; thence South 31(degrees) 31'51" West, 140.00 feet; thence South 03(degrees) 05'51" West, 119.00 feet; thence South 19(degrees) 29'09" East, 47.00 feet; thence South 37(degrees) 47'09" East, 89.01 feet to a point on said West line of said East one half; thence South 01(degrees) 31'51" West, along said West line 564.84 feet to the Southwest corner of the Northeast quarter of said Northeast one quarter; thence South 88(degrees) 27' 36" East, along the South line of said Northeast one quarter of said Northeast one quarter 60.00 feet; thence North 01(degrees) 31'51" East, parallel with said West line 586.29 feet;

thence North 37(degrees) 47'09" West, 100.78 feet; thence North 19(degrees) 29'09" West, 25.36 feet; thence North 03(degrees) 05'51" East, 92.04 feet; thence North 31(degrees) 07'36" East, 91.79 feet; thence North 85(degrees) 01'29" East, 125.91 feet to the Southwest corner of that tract established in boundary line adjustment recorded in Book 135, page 260 of Deeds, Skamania County records, thence South 88(degrees) 24'38" East, parallel with said North line of said Northeast one quarter and also along the South line of that tract established in said boundary line adjustment 30.00 feet; thence North 01(degrees) 31'51" East, parallel with said West line of said East one half 435.60 feet to a point on the South of said Bell Center Road; thence North 88(degrees) 24'38" West, along said South line 30.00 feet to the Northeast corner of the Waterman tract recorded in Book 66, Page 532 of Deeds, Skamania County Records; thence South 01(degrees) 31'51" West, along the East line of said Waterman tract 390.00 feet to the Southeast corner thereof; thence North 88(degrees) 24'38" West, along with South line of said Waterman tract 160.00 feet to a point on said West line of said East one half; thence South 01(degrees) 31'51 West, along said West line 2.00 feet to the Point of Beginning.

1. Agreement. The Owners shall abide by this Agreement contained herein for Brier Road.
2. Maintenance. The Owners are responsible for maintaining and repairing the private road described in this Agreement in a satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of potholes and ruts that restrict travel on said road, rocking or graveling and grading, to provide for trenching along the sides of said road to provide for surface water runoff, and snow removal, as necessary.

The Owners shall maintain the roadway in good condition and shall apportion the expense of maintaining and repairing the roadway between them equally. However, in the event one of the Owners damages the roadway, by their own actions or those of someone hired for their benefit, that Owner shall be responsible for the damages which he or she caused and the repairs necessary to return the roadway to its condition before such damage occurred.
3. Approval of Actions. Maintenance methods, standards and financing shall be in a manner determined by the majority of the Owners of the Lots. Provided, that any and all maintenance and repair actions are taken only after written notice has been given and a reasonable time for response has been made. The Owners are hereby authorized to form an association for the maintenance and repairs of the roadway and shall establish the standards, terms and conditions of the association as they so agree, provided that it meets any State or local statute, law or ordinance.

4. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

ARTICLE IV.

Administration and Enforcement

1. Compliance. By acceptance of a Deed to a Lot, execution of a Contract therefore, or any other means of acquisition of an ownership interest, the Owner, his heirs, successors and assigns, covenants and agrees to observe and comply with the terms and conditions of this Agreement, as they now exist and are hereafter amended.

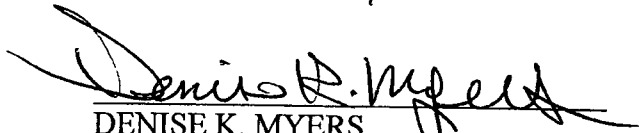
2. Right to Enforce. Any Lot Owner or Association of Lot Owners shall have the right to enforce by proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Agreement.

3. Disclaimer of Liability. The Lot Owners shall not be liable to any person for acts and omissions done in good faith in the interpretation, administration and enforcement of this Agreement.

4. Attorneys Fees and Costs. In the event suit or action is instituted to enforce any terms of this Agreement or to collect unpaid assessments, the prevailing party shall be entitled to recover from the other party such sum as reasonable attorney fees and costs, in addition to all other sums provided by law.

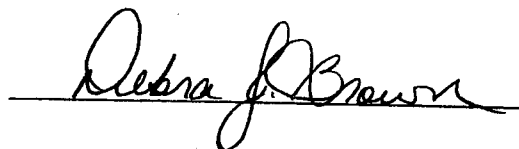
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above first written.


JOSEPH C. MYERS


DENISE K. MYERS


X


X



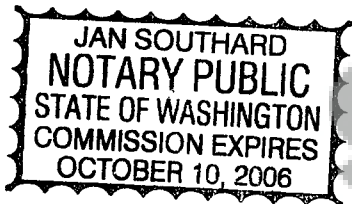
X

STATE OF WASHINGTON)

County of Clark :SS

On this day personally appeared before me, Jason Simon, to me known to be the individuals described in and who executed the same, and acknowledged 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 hereto affixed this 8th day of September, ~~1998~~ 2003



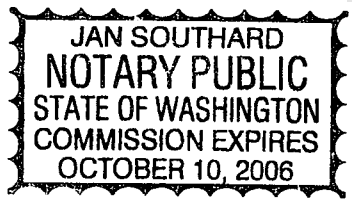
Jan Southard
NOTARY PUBLIC for Washington
My Commission expires: 10-10-06

STATE OF WASHINGTON)

County of Clark :SS

On this day personally appeared before me, David S. Brown & Debra Brown, to me known to be the individual described in and who executed the same, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 16th day of May, ~~1998~~ 2003



Jan Southard
NOTARY PUBLIC for Washington
My Commission expires: 10-10-06

STATE OF WASHINGTON)

County of _____ :SS

On this day personally appeared before me, _____, to me known to be the individuals described in and who executed the same, and acknowledged

EXHIBIT 'A'

BEGINNING at a point on the East Line of the Northeast Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian. Said point bears South 01°40'41" West, 30 feet from the Northeast Corner of said Northeast Quarter; thence continuing along said East Line South 01°40'41" West, 639.32 feet to the Northeast Corner of the South Half of the Northeast Quarter of said Northeast Quarter; thence North 88°40'46" West 1324.39 feet; thence North 77°35'36" West, 70.67 feet; thence North 03°05'51" East, 119.00 feet; thence North 31°31'51" East, 140 feet to a point on the West Line of the East Half of said Northeast Quarter, said point bears South 01°31'51" West, 422.00 feet from the Northwest Corner of the East Half of said Northwest Quarter; thence North 01°31'51" East, along said West Line 2.00 feet. Said point being the Southwest Corner of the Waterman Tract recorded in Book 66, Page 532 of Deeds, Skamania County Records; thence South 88°24'28" East parallel with North Line of said Northeast Quarter along the South Line of said Waterman Tract 160.00 feet to the Southeast Corner thereof; thence South 01°31'51" West parallel with said West Line 45.60 feet to the Southwest Corner of that tract established in boundary line adjustment recorded in Book 135, page 260, of Deeds, Skamania County Records; thence South 88°24'38" East 361.05 feet; thence North 01°40'41" East, parallel with said East Line of said Northeast Quarter, 435.60 feet to a point on the South Line of Bell Center Road; thence South 88°24'38" East along said South Line, 800.00 feet to the POINT OF BEGINNING.

"B"

EXHIBIT "X"

THENCE North 88°40'46" West, 1324.39 feet;

THENCE North 77°35'36" West, 70.67 feet;

THENCE South 19°29'09" East, 47.00 feet;

THENCE South 37°47'09" East 89.01 feet to a point on the West line of said South one half;

THENCE South 01°31'51" West, along said West line 564.84 feet to the Southwest corner of said South one half;

THENCE South 88°27'36" East, along the South line of said South one half 1318.81 feet to the Southeast corner of said South one half;

THENCE North 01°40'41" East, along the East line of said South one half 669.32 feet to the POINT OF BEGINNING.

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

A 60' easement for ingress, egress, and utilities being 30' on each side of the following described center line;

BEGINNING at a point on the North line of the South one-half of the Northeast one-quarter of the Northeast one-quarter of Section 7 Township 1 North, Range 5 East of the Willamette Meridian, said point bears North 88°40'46" West, 55.00 feet from the Northeast corner of said South one-half as shown in the survey recorded in Book 2 page 253, Skamania County Records; thence North 48°23'31" West, 100.00 feet; thence North 00°58'18" East, 141 feet; thence North 09°03'06" West, 344.00 feet; thence North 00°34'16" West, 96.27 feet to a point on the South line of Bell Center Road.

TOGETHER WITH AND SUBJECT TO AN EASEMENT for ingress and egress being the South 30.00 feet and the West 690 feet of the following described parcel:

BEGINNING at the Northeast corner of the South half of the Northeast quarter of the Northeast quarter of Section 7, Township 1 North, Range 5 East Willamette Meridian, said point bears South 01°40'41" West, 639.32 feet from the Northeast corner of said Northeast one quarter; THENCE North 88°40'46" West, 1324.39 feet; THENCE North 77°53'36" West, 70.67 feet; THENCE South 19°29'09" East, 47.00 feet; THENCE South 37°47'09" East, 89.01 feet to a point on the West line of said South one half; THENCE South 01°31'51" West, along said West line 564.84 feet to the Southwest corner of said South one half; THENCE South 88°27'36" East along the South line of said South one half 1318.81 feet to the Southeast corner of said one half; THENCE North 01°40'41" East, along the East line of said South one half 669.32 feet to the POINT OF BEGINNING.

Tax Parcel Number 01 05 07 0 0 0100 00

BOOK 170 PAGE 10

EXHIBIT "C"

The West half of the South half of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Together with and subject to an easement for ingress, egress, and utilities described as follows:

Beginning at a point on the West line of the East half of the Northeast one quarter of Section 7, Township 1 North, Range 5 East, said point bears South 01° 31' 51" West, 422.00 feet from the Northwest corner of said East one half; thence South 31° 31' 51" West, 140.00 feet; thence South 03° 05' 51" West, 119.00 feet; thence South 19° 29' 09" East, 47.00 feet; thence South 37° 47' 09" East, 89.01 feet to a point on said West line of said East one half; thence South 01° 31' 51" West, along said West line 564.84 feet to the Southwest corner of the Northeast quarter of said Northeast one quarter; thence South 88° 27' 36" East, along the South line of said Northeast one quarter of said Northeast one quarter 60.00 feet; thence North 01° 31' 51" East, parallel with said West line 586.29 feet; thence North 37° 47' 09" West, 100.78 feet; thence North 19° 29' 09" West, 25.36 feet; thence North 03° 05' 51" East, 92.04 feet; thence North 31° 07' 36" East, 91.79 feet; thence North 85° 01' 29" East, 125.91 feet to the Southwest corner of that tract established in boundary line adjustment recorded in Book 135, page 260 of Deeds, Skamania County records; thence South 88° 24' 38" East, parallel with said North line of said Northeast one quarter and also along the South line of that tract established in said boundary line adjustment 30.00 feet; thence North 01° 31' 51" East, parallel with said West line of said East one half 435.60 feet to a point on the South of said Bell Center Road; thence North 88° 24' 38" West, along said South line 30.00 feet to the Northeast corner of the Waterman tract recorded in Book 66, Page 532 of Deeds, Skamania County Records; thence South 01° 31' 51" West, along the East line of said Waterman tract 390.00 feet to the Southeast corner thereof; thence North 88° 24' 38" West, along the South line of said Waterman tract 160.00 feet to a point on said West line of said East one half; thence South 01° 31' 51" West, along said West line 2.00 feet to the Point of Beginning.

Tract 311

"D"
EXHIBIT "G"

A parcel of land located in the North half of the South half of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington described as follows:

Commencing at the Northwest corner of Lot 1 of the Robert D. Ferguson Short Plat No. 3 as recorded in Book 2 of Short Plats, page 74, Skamania County records; thence West along the North line of the South half of the Northwest quarter of said Section 8 to the West line of said Section; thence South along said West line 669.52 feet to the South line of the North half of the South half of the Northwest quarter of said Section 8; thence East along said South line 900 feet, more or less, to the Southwest corner of Lot 2 of said Short plat No. 3; thence North along the West line of said Lots 2 and 1 to the Point of Beginning.

ALSO known as Lots 3 and 4 of the Short Plat recorded in Book 2 of Short Plats, page 74.

ALSO the West 13 acres of the South half of the of the South half of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

ALSO a tract of land located in the East half of the South half of the East half of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, being more particularly as follows:

BEGINNING at the Southeast corner of the Northeast quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian; thence North $89^{\circ}39'37''$ West, 657.86 feet to the Southwest corner of the East half of the South half of the East half of the Northeast quarter of said Section 7; thence North $01^{\circ}37'29''$ East along the West line of said East half of the South half of the East half of the Northeast quarter of said Section 7, 804.21 feet; thence South $89^{\circ}22'42''$ East, 638.93 feet to a point on the West line of said Northeast quarter of said Section 7; thence South $01^{\circ}41'34''$ West, along the West line of said Northeast quarter of said Section 7, 814.20 feet to the Point of Beginning.

EXCEPTING a tract of land located in the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington, being more particularly described as follows:

COMMENCING at the Southwest corner of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian; thence North $01^{\circ}41'34''$ East, along the West line of said Northwest quarter of said Section 8, 814.20 feet to The Point of Beginning; thence continuing North $01^{\circ}41'34''$ East, along the West line of said Northwest quarter of said Section 8, 524.44 feet to the Northwest corner of the vacated Lot 3 of Ferguson Short Plat recorded in Book 2, of Short Plats page 74; thence South $89^{\circ}59'28''$ East, along the North line of the said vacated Lot 3, 988.46 feet to the Northeast corner of said Lot 3 of said Ferguson Short Plat recorded in Book 2, of Short Plats page 74; thence South $01^{\circ}36'13''$ West, along the West line of Lots 1 and 2 of said Ferguson Short Plat, 535.00 feet; thence North $89^{\circ}22'42''$ West, 989.04 feet to the Point of Beginning.