

AGREEMENT FOR ROAD MAINTENANCE

AGREEMENT made this 30th day of December, 1986, by and between JOHN L. PRICE, a married man dealing in his separate estate, THOMAS W. PRICE, a single man, of Skamania County, Washington, and THE TRUST FOR PUBLIC LAND, a California non-profit corporation

R E C I T A L S

1. John L. Price owns the real property described in Exhibit "A" hereto as his sole and separate estate.
2. Thomas W. Price owns the real property described in Exhibit "B" hereto as his sole and separate estate.
3. The Trust for Public Land owns the real estate described in Exhibit "C" together with an easement for access thereto over and across the real estate described in Exhibits "A" and "B".
4. That private road indicated on Exhibit "D" hereto (hereinafter referred to as the "Road") crosses and provides access to the parties' respective real property described in Exhibits "A" and "B" and "C" hereto.
5. Proper maintenance of the Road is necessary and will benefit the parties to this Agreement.
6. The parties desire to share the costs and expenses of maintaining the Road.

Now, then, for and in consideration of the mutual promises contained herein the parties agree as follows:

SECTION ONE
Expenses to be Shared

The parties agree to share the costs and expenses of maintaining the Road in good repair as set forth in this easement.

SECTION TWO
Maintenance and Repairs Defined

The repairs and maintenance to be undertaken and performed under this Agreement shall include the following and only the following:

- a. Seasonal grading, surfacing and resurfacing
- b. Filling of chuckholes
- c. Maintaining surface water run-off ditches, canals and tunnels.

Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this Agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance.

FILED FOR RECORD
SKAMANIA CO. WASH
BY CLARK COUNTY TITLE

Dec 31 3 28 PM '86

E. Maynard
AUDITOR
GARY H. OLSON

Registered _____
Indexed 3
Inscribed 5
Filed _____
Mailed _____

SECTION THREE

Limits of Liability

The parties hereto agree to bear the costs and expenses of repairs and maintenance authorized pursuant to this Agreement as follows:

(a) One-third (1/3) each from the point where Skamania County ownership of the road ends to the common boundary of the real estate described in Exhibits "A" and "B";

(b) One-half (1/2) each by the owners of the real estate described in Exhibits "A" and "C" from the common boundary of the real estate described in Exhibits "A" and "B" to the common boundary of the real estate described in Exhibits "A" and "C"; and

(c) Solely by the owners of the real estate described in Exhibit "C" where such road crosses the real estate described therein.

SECTION FOUR

Personal Injury and Property Damage Liability

Any liability of the parties for personal injury to any workmen employed to make repairs under this Agreement, or to third persons, as well as any liability of the parties for damage to the property of any such workmen, or of any third person, as a result of or arising out of repairs and maintenance under this Agreement, shall be borne, as between the parties, in the same percentages as they bear the costs and expenses of such repairs and maintenance.

SECTION FIVE

Indemnity

Each of the parties agrees to indemnify the other against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Stevenson, Skamania County, Washington, on the date first above written.

John L. Price
JOHN L. PRICE

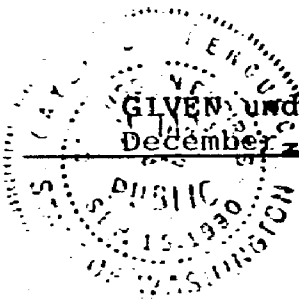
Thomas W. Price
THOMAS W. PRICE

THE TRUST FOR PUBLIC LAND,
a California non-profit
corporation BY:

Ralph W. Benson
Executive Vice President

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me JOHN L. PRICE to me known to be one of the individuals 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.

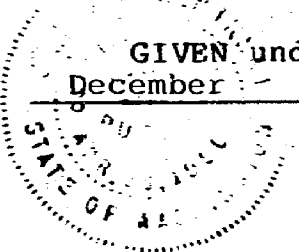


GIVEN under my hand and official seal this 5th day of
December, 1986.

Gaude R. Ferguson
Notary Public in and for
the State of Washington,
residing at Stevenson.

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me **THOMAS W. PRICE**, to
me known to be one of the individuals 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 5th day of
December, 1986.

Jan C. Hefner
Notary Public in and for
the State of Washington,
residing at Stevenson.

STATE OF California)
) ss.
County of San Francisco)

On this 30th day of December, 1986, before me, the
undersigned, a Notary Public in and for the State of
California, duly commissioned and sworn, personally appeared
Ralph W. Benson, to me known to be the Executive Vice President
of **THE TRUST FOR PUBLIC LAND**, a California non-profit corporation,
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 he is authorized to execute
the said instrument and that the seal affixed is the corporate
seal of said corporation.

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



Eileen V. Meehan
Notary Public in and for
the State of California,
residing at San Francisco.

EXHIBIT "A"

A tract of land located in Section 4, Township 1 North, Range 6, East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Northeast corner of said Section 4; thence West along the North line of said Section 4 a distance of 1500.00 feet to the true point of beginning of said tract; thence South along the East line of said tract a distance of 522.45 feet; thence South $73^{\circ} 33' 00''$ West 250.00 feet; thence North $84^{\circ} 18' 00''$ West 400.00 feet; thence North $66^{\circ} 00' 00''$ West 345.00 feet more or less to the westerly bank of a creek commonly known as Indian Mary Creek; thence southerly along said westerly bank to the mean high water line of Franz Lake; thence westerly along said mean high water line to a point which is 1700.00 feet West of the East line of said tract; thence North 300.00 feet more or less to the North line of said Section 4; thence East along the North line of said Section 4, a distance of 1700.00 feet to the true point of beginning;

EXCEPT that portion lying North of the southerly edge of the Burlington Northern Railroad Right-of-Way;

Containing 13 acres more or less.

EXHIBIT "B"

Beginning at the Northeast corner of said Section 4; thence westerly along the North line of said Section 4, a distance of 1500 feet; thence southerly parallel with the East line of said Section 4, a distance of 1000 feet; thence easterly a distance of 1500 feet to a point on the East line of said Section 4, which is 1000 feet South of the Northeast corner thereof; thence North along said East line 1000 feet to the point of beginning.

EXHIBIT "C"

PARCEL 1: That portion of the following described property lying South of State Highway No. 8:

The North half of the Northwest Quarter; the Northwest Quarter of the Northeast Quarter; and Government Lots 1, 2, 3 and 4; all being in Section 4, Township 1 North, Range 6 East of the Willamette Meridian.

TOGETHER WITH all tidelands of the Second class in front of, adjacent to or abutting upon said property;

EXCEPTING THEREFROM, those portions conveyed to the Spokane, Portland and Seattle Railway Company by deed Recorded June 20, 1952 in Book 35, page 272, Auditors File No. 44144, Skamania County Deed Records;

ALSO EXCEPTING THEREFROM, Beginning at the Northeast corner of said Section 4; thence Westerly along the North line of said Section 4, a distance of 1500 feet; thence southerly parallel with the East line of said Section 4, a distance of 1000 feet; thence easterly a distance of 1500 feet to a point on the East line of said Section 4, which is 1000 feet South of the Northeast corner thereof; thence North along said East line 1000 feet to the point of beginning.

ALSO EXCEPTING THEREFROM, All that portion of the following tract lying southerly of the Burlington Northern Railroad Right of Way:

Beginning at a point on the North line of Section 4 which is 1500 feet West of the northeast corner thereof; thence continuing West along said North line a distance of 1700 feet; thence southerly parallel with the East line of said Section 4 a distance of 1000 feet; thence easterly a distance of 1700 feet to a point which is 1000 feet South of the point of beginning, when measured on a line 1500 feet West of and parallel to the East line of said Section 4, thence North, parallel with the East line of said Section 4, a distance of 1000 feet, to the point of beginning,

and

PARCEL 2: All that portion of the following tract lying southerly of the Burlington Northern Railroad Right of Way:

Beginning at a point on the North line of Section 4 which is 1500 feet West of the Northeast corner thereof; thence continuing West along said North line a distance of 1700 feet; thence southerly parallel with the East line of said Section 4 a distance of 1000 feet; thence easterly a distance of 1700 feet to a point which is 1000 feet South of the point of beginning, when measured on a line 1500 feet West of and parallel to the East line of said Section 4; thence North, parallel with the East line of said Section 4, a distance of 1000 feet, to the point of beginning.

EXCEPT A tract of land located in Section 4, Township 1 North, Range 6, East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Northeast corner of said Section 4; thence West along the North line of said Section 4 a distance of 1500.00 feet to the true point of beginning of said tract; thence South along the East line of said tract a distance of 522.45 feet; thence South 73° 33' 00" West 250.00 feet; thence North 84° 18' 00" West

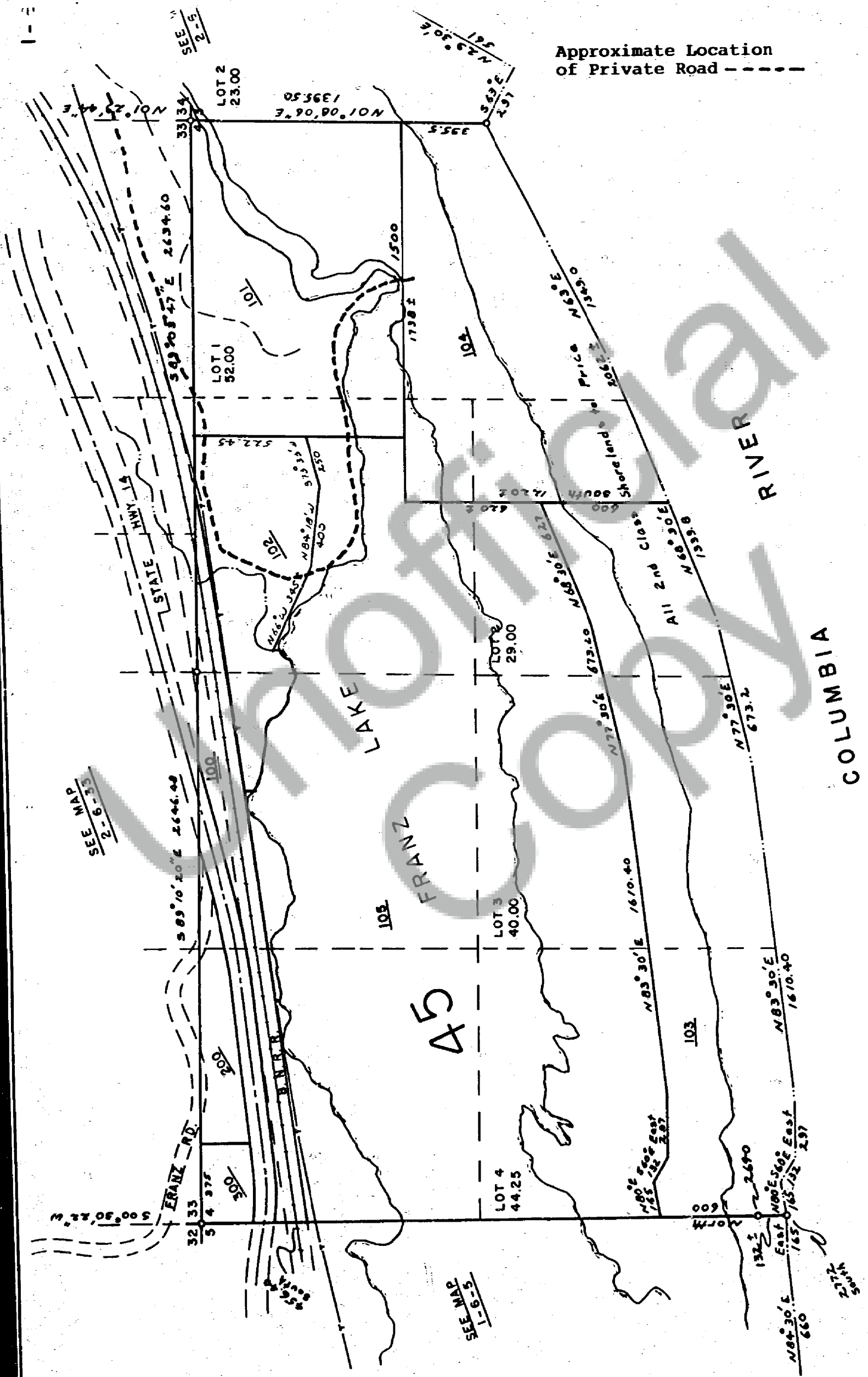
Exhibit "C" Continued

400.00 feet; thence North 66° 00' 00" West 345.00 feet more or less to the westerly bank of a creek commonly known as Indian Mary Creek; thence southerly along said westerly bank to the mean high water line of Franz Lake; thence westerly along said mean high water line to a point which is 1700.00 feet West of the East line of said tract; thence North 300.00 feet more or less to the North line of said Section 4; thence East along the North line of said Section 4, a distance of 1700.00 feet to the true point of beginning;

EXCEPT that portion lying North of the southerly edge of the Burlington Northern Railroad Right-of-Way;

Containing 13 acres more or less.

Approximate Location
of Private Road - - - -



SEE MAP
2-6-33

SEE MAP
1-6-5