

105472

ROAD MAINTENANCE AGREEMENT

BOOK 110 PAGE 195

PAGE 1 OF 3.

AGREEMENT MADE THIS 18th DAY OF NOVEMBER 1986 BY

AND BETWEEN THE FOLLOWING PARTIES: SEE ATTACHED ADDENDUM.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Jul 19 2 07 PM '88

Auditor
GARY M. OLSON

WITNESSETH:

WHEREAS, THE PARTIES HERETO HAVE A INTEREST IN, BY OWNERSHIP AND/OR

EASEMENT AND/OR USE, UPON THAT CERTAIN PRIVATE ROADWAY LOCATED IN

SKAMANIA

COUNTY, STATE OF WASHINGTON, SCHULL ROAD, SHOWN ON ATTACHED MAP
(Page 3 of this instrument)

WHEREAS, THE PARTIES DESIRE TO SHARE THE COSTS AND EXPENSES OF MAINTAINING SAID ROAD, SEE ATTACHED ADDENDUM (page 2 of this instrument) FOR ADDITIONAL CONDITIONS. NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. THE PARTIES SHALL SHARE EQUALLY, IN THE COST AND EXPENSES OF MAINTAINING THE ABOVE DESCRIBED ROAD IN GOOD REPAIR EQUAL TO ITS PRESENT CONDITION.

2. THE REPAIRS AND MAINTENANCE TO BE UNDERTAKEN AND PROFORMED UNDER THE AGREEMENT SHALL BE LIMITED TO THE FILLING OF CHUCKHOLES WITH GRAVEL. ANY ADDITIONAL REPAIRS OR MAINTENANCE DEEMED NECESSARY OR ADVISABLE SHALL NOT BE UNDERTAKEN UNDER THIS AGREEMENT EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF AT LEAST *75% ***OF THE***** PARTIES.

3. ANY REPAIRS OR MAINTENANCE UNDERTAKEN, INCLUDING THE FILLING OF CHUCKHOLES, WITH EXPRESS WRITTEN CONSENT OF *75% **** OF THE PARTIES AS SET FORTH IN PARAGRAPH 2 ABOVE, SHALL BE AT THE SOLE COST AND EXPENSE OF THE PARTY UNDERTAKING THE SAME. PROVIDED THAT SAID PARTY SHALL BE ENTITLED TO BE REIMBURSED FOR ALL REASONABLE AND NECESSARY COSTS AND EXPENSES FOR FILLING CHUCKHOLES, WITH EACH PARTY SHARING SAID COST AND EXPENSE EQUALLY. IF ANY REPAIRS OR MAINTENANCE ARE UNDERTAKEN PURSUANT TO WRITTEN CONSENT OF AT LEAST ***75% ***** OF THE PARTIES, ONE(1) OF THE PARTIES SHALL BE DESIGNATED AS AGENT OF THE PARTIES TO CONTRACT FOR AND OVERSEE THE REPAIRS AND MAINTENANCE AUTHORIZED AND SHALL BE REIMBURSED BY THE PARTIES FOR HIS COSTS AND EXPENSES IN CONTRACTING FOR SUCH REPAIR OR MAINTENANCE. THE AGENT SHALL HAVE THE RIGHT TO DEMAND PAYMENT FROM THE PARTIES FOR THEIR PROPORTIONATE SHARE OF THE CONTRACT PRICE OF SUCH REPAIR OR MAINTENANCE PRIOR TO INCURRING ANY COSTS OR EXPENSES FOR SAID WORK.

4. THE PREVAILING PARTY IN ANY SUIT OR ACTION TO ENFORCE THIS AGREEMENT SHALL BE AWARDED REASONABLE ATTORNEY'S FEES AND THE REASONABLE COSTS OF PROSECUTING OR DEFENDING SAID SUIT OR ACTION.

IN WITNESS WHEREOF, THE RESEPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Kevin Gabriel, Susie E. Gabriel
Robert L. Hunter, Pamela Hunter
Kathy Hunter

STATE OF WASHINGTON,

County of Clark

ss.

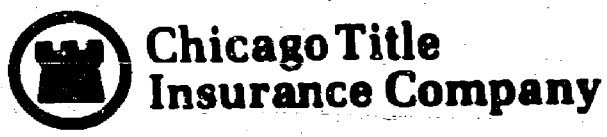
Registered S
Index Dir S
Index E
Index

On this day personally appeared before me KEVIN GABRIEL and SUSIE E. GABRIEL, husband and wife, and ROBERT and PAMELA HUNTER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of November, 1986

Notary Public in and for the State of Washington
residing at Camas

STATE OF WASHINGTON, } ss.
County of Clark

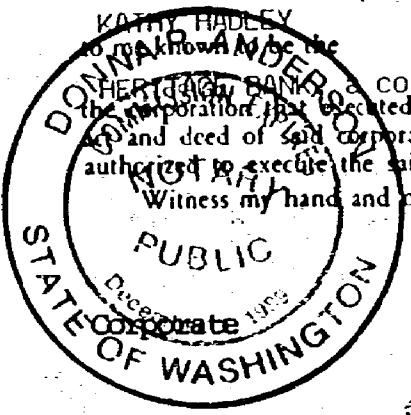


On this 18th day of November, 1986, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

KATHY HADLEY, VICE President and Secretary respectively of

HERITAGE BANK, a 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 she is
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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



Donna L. Anderson
Notary Public in and for the State of Washington,
residing at Camas,

Unofficial Copy

ADDENDUM TO ROAD MAINTENANCE AGREEMENT

AGREEMENT MADE THIS 18th DAY OF NOVEMBER, 1986

5. PARTIES TO THIS AGREEMENT:

<u>NAME</u>	<u>ADDRESS</u>
Kevin and Susie Gabriel	M.P. 0.55L Schull Road, Washougal, WA, 98671
Robert and Pam Hunter	M.P. 0.14 Wright Road, Washougal, WA
Heritage Bank	P.O. Box 1144, Camas, WA, 98607
Richard Lee and Delores Moose	1518 Cara Loop, Anchorage, AK, 99515

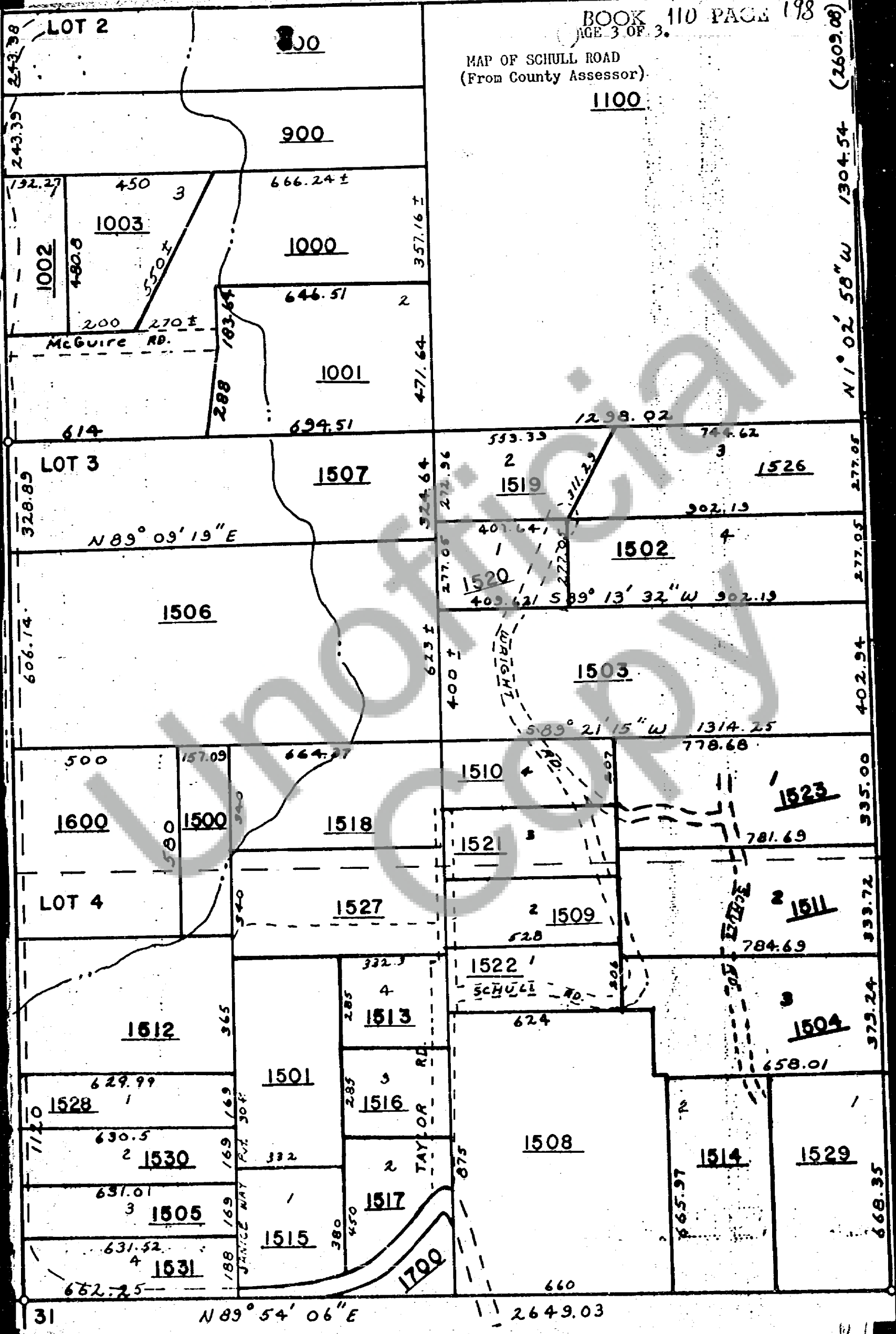
6. IT IS ALSO AGREED THAT WHEREAS the following parties:

Robert and Pam Hunter

hereto have an interest in only a portion of Schull Road, their obligation under this agreement shall be limited to that portion of Schull Road from its start at Taylor Road to its intersection with Wright Road.

7. In the event that any of the parties listed herein sells one or more parcels of land adjoining Schull Road, said party(s) hereby agree to insure to their utmost best ability that any buyer(s) of said parcel(s) signs and becomes a party to this agreement.

8. Schull Road, a private roadway located in Skamania County, State of Washington is shown on attached map (page 3 of this instrument).



BOOK 110 PAGE 198
PAGE 3 OF 3.

MAP OF SCHULL ROAD
(From County Assessor)

1100

(2609.08)
N 1° 02' 58" W 1304.54

LOT 2

LOT 3

LOT 4

1003

1000

1001

1507

1506

1600

1500

1518

1527

1512

1501

1513

1516

1517

1515

1528

1530

1505

1531

1519

1526

1502

1503

1510

1521

1509

1522

1523

1511

1504

1508

1514

1529

1700

31

N 89° 54' 06" E

2649.03

AGREEMENT MADE THIS 18th DAY OF NOVEMBER 1986 BY

AND BETWEEN THE FOLLOWING PARTIES: SEE ATTACHED ADDENDUM.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Jul 19 2 07 PM '88

As, Dep.
AUDITOR
GARY M. OLSON

WITNESSETH:

WHEREAS, THE PARTIES HERETO HAVE A INTEREST IN, BY OWNERSHIP AND/OR EASEMENT AND/OR USE, UPON THAT CERTAIN PRIVATE ROADWAY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, SCHULL ROAD, SHOWN ON ATTACHED MAP (Page 3 of this instrument)

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IN WITNESS WHEREOF, THE RESEPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Kevin Gabriel
Susie E. Gabriel
Kathleen Hunter
Pamela Hunter
Kathy Vachon

STATE OF WASHINGTON,

County of Clark

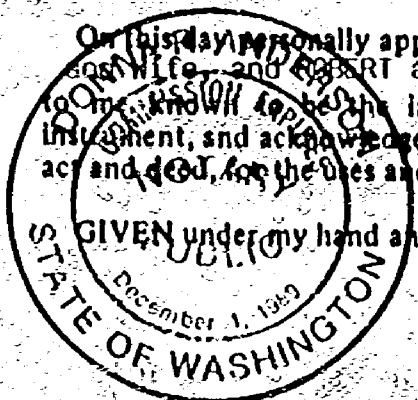
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GIVEN under my hand and official seal this

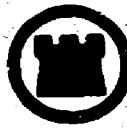
18th day of November, 1986

Notary Public
Notary Public in and for the State of Washington
residing at Camas



SK-14898
02-05-30-0-0-1511-00

STATE OF WASHINGTON,
County of Clark



**Chicago Title
Insurance Company**

On this 18th day of November, 1986, before me, the undersigned,
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

KATHY HADLEY

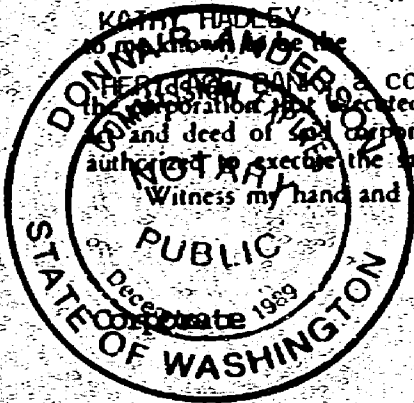
VICE President and

Secretary of

HERTSLEY BANK, a corporation,

acknowledged 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 she is
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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



Louise L. Anderson
Notary Public in and for the State of Washington,
residing at Camas,

UNOFFICIAL COPY

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MAP OF SCHULL ROAD
(From County Assessor)

1100

(2609.08)

1304.54 N 1° 02' 58" W

277.05

277.05

402.94

335.00

333.72

373.24

668.35

31

LOT 2

300

900

666.24 ±

1000

646.51

1001

694.51

LOT 3

1507

N 89° 09' 19" E

1506

1519

1526

1502

1520

1503

1510

1523

1521

1511

1522

1504

1508

1514

1529

LOT 4

1518

1527

1512

1501

1513

1516

1517

1515

1530

1505

1531

1700

N 89° 54' 06" E

2649.03

SCHULL RD.

TAYLOR RD.

JANICE WAY

McGuire Rd.

WRIGHT

243.38
243.35
132.27
1002
480.8
200
270 ±
614
328.85
606.14
500
580
340
340
365
629.99
630.5
631.01
631.52
662.25
1720

357.16 ±
471.64
324.64
272.96
277.05
623 ±
400 ±
644.37
340
340
332.3
285
285
332
380
450
675
660

1298.02

744.62

302.13

401.64

403.62 S 89° 13' 32" W 302.13

S 89° 21' 15" W 1314.25

778.68

781.69

784.69

658.01

665.97