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ROAD MAINTENANCE AGREEMENT

BOOK 110 PAGE 195

PAGE 1 OF 3.

BOOK 111 PAGE 242

AGREEMENT MADE THIS

18th

DAY OF

NOVEMBER

1986 BY

AND BETWEEN THE FOLLOWING PARTIES: SEE ATTACHED ADDENDUM.

**CORRECTION:**THIS DOCUMENT HAS  
BEEN RE-FILED

WITNESSETH:

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

JAN 19 2 07 PM '88

Auditor  
GARY M. OLSONWHEREAS, 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 CON-  
SENT 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 PROPORTION-  
ATE 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 Gabriel Kendall Hester  
Kathie Hunter  
Kathy Nadler  
Vice President - Heritage Bank

STATE OF WASHINGTON,

County of Clark

ss.

Registered S

Indirect, Dir

Indirect

Filed

Mailed

Registered S

Indirect, Dir

Indirect

Filed 7-22-88

Mailed 7-27-88

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.

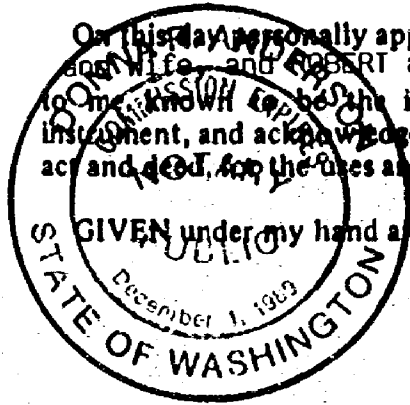
GIVEN under my hand and official seal this

18th day of

November

, 19 86

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

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



**Chicago Title Insurance Company**

STATE OF WASHINGTON, } ss.  
County of Clark

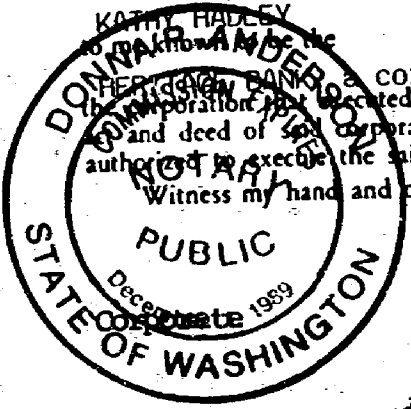
On this 18th day of November, 1986, before me, the undersigned,  
a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

KATHY HADLEY  
to me known to be the

VICE President and

Secretary of

HERCULES BANK, a corporation,  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary  
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. Hadley*  
Notary Public in and for the State of Washington,  
residing at Camas,

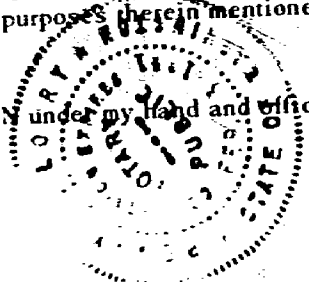
STATE OF WASHINGTON, } ss.  
County SKAMANIA

On this day personally appeared before me KENDALL JONES

to me known to be the individual 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

17TH day of OCTOBER, 1988.



*Peggy Z. Lowmy*  
Notary Public in and for the State of Washington,  
residing at CARSON  
MY COMMISSION EXPIRES: 2/23/91

TL-7 R3 5/74

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
KENDALL JONES	MP 0.35L SCHULL ROAD, WASHOUGAL, WA 98671

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE  
Oct 17 3 40 PM '88  
Auditor, Dep.  
GARY M. OLSON

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 it's start at Taylor Road to it's 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).

(2609.00)

