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BOOK 113 PAGE 110

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SKAMANIA CO. WASH  
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*A. P. Nelson, Dep.*  
AUDITOR  
GARY H. OLSON

PRIVATE ROADWAY AGREEMENT  
KIELPINSKI SHORT PLAT  
as recorded in Book 3, Page 139  
Skamania County Auditor's Records

Agreement made February 27, 1989, between JAN C. KIELPINSKI and PENELOPE A. KIELPINSKI, husband and wife, PHILIP R. SIECHEN and TONI K. SIECHEN, husband and wife, and MINNIE R. KIELPINSKI, a single woman, hereinafter sometimes collectively referred to as "First Party", and ROBERT R. CARLSON and SANDRA L. CARLSON, husband and wife, hereinafter sometimes collectively referred to as "Second Party".

Recitals

1. The parties have an interest in adjoining real estate in the County of Skamania, State of Washington.

2. The parcel of real estate owned by First Party is described as follows:

Parcel 03 75 36 0 0 0180

A tract of land located in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M., described as follows:

Beginning at the Southeast corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence along the east line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36 north 804 feet; thence south 55°17' west to the center of Nelson Creek; thence in a southerly direction following the center of Nelson Creek to the south line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence east to the point of beginning;

EXCEPT easements and rights of way for County Road No. 2032 designated as the Nelson Creek Road.

Parcel 03 75 36 0 0 0190

The West Half of the Northeast Quarter (W $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M.; EXCEPT the west 36 rods of the north 67 rods of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; AND EXCEPT that portion of the W $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the said Section 36 lying westerly of the center of the channel of Nelson Creek; AND EXCEPT the following described tract: Beginning at a point 1,534.5 feet north and 306.15 feet east of the center of the said Section 36; thence south 58°35' east 476.55 feet; thence south 54°21' west

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200 feet; thence north 38°52' west 336.1 feet; thence north 17°50' west 107.41 feet to the point of beginning; AND EXCEPT that portion thereof lying northerly of the County Road known and designated as the Loop Road;

ALSO: Beginning at a point 13 rods north of the southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 36; thence east 80 rods; thence south 80 rods; thence west 80 rods; thence north 80 rods to the point of beginning;

SUBJECT TO easements of record.

TOGETHER WITH all water rights.

EXCEPT that portion thereof conveyed by deed dated April 10, 1973.

**Parcel 03 75 36 0 0 3202**

Beginning at the Northwest corner of the South 6 $\frac{1}{2}$  acres of the Southeast Quarter of the Northeast Quarter of Section 36, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M.; thence East along the North line of said 6 $\frac{1}{2}$  acres 387 feet to an iron pipe; thence Southwesterly to a point on the Northerly right-of-way line of the Nelson Creek County Road; thence in a southwesterly direction along a line passing through an iron pipe to the center of the Nelson Creek County Road; thence westerly along the center of said road to the West line of the Southeast Quarter of the Northeast Quarter of the said Section 36; thence North to the Point of Beginning. EXCEPT right-of-way for Nelson Creek County Road.

**Parcel 4**

Commencing at a stake about 14 feet South of a certain rock about 6 ft. high on the county Road about midway on the South line of the Southeast Quarter of the Northeast Quarter of Section 36, Township 3 North of Range 7 $\frac{1}{2}$  East of W.M., thence 6 rods North, thence 13 rods West, thence 6 rods South, thence 13 rods East to place of beginning, containing one-half acre more or less.

EXCEPT Lot 1 of the Kielpinski Short Plat recorded in Book 3 at Page 139, records of Skamania County, Washington.

Said parcel is sometimes hereinafter referred to as Parcel 1.

3. The parcel of real estate owned by Second Party is described as follows:

Beginning at the Southeast corner of the Northeast quarter, Section 36, Township 3 North, Range 7.5 East, Willamette Meridian, Skamania County, Washington:

Thence North  $0^{\circ}06'03''$  East, along the East line of said Northeast quarter, a distance of 176.13 feet;

Thence North  $89^{\circ}53'57''$  West a distance of 1323.48 feet to the True Point of Beginning;

Thence North  $26^{\circ}37'44''$  East a distance of 39.81 feet;

Thence North  $76^{\circ}12'55''$  East a distance of 66.45 feet;

Thence North  $28^{\circ}57'47''$  West a distance of 54.43 feet;

Thence South  $60^{\circ}54'49''$  West a distance of 113.40 feet;

Thence South  $88^{\circ}15'38''$  West a distance of 102.01 feet;

Thence South  $73^{\circ}20'27''$  West a distance of 27.57 feet;

Thence South  $62^{\circ}28'08''$  West a distance of 119.23 feet more or less to the Westerly right-of-way line of Nelson Creek Road;

Thence Southerly and Easterly along said Westerly and Southerly right-of-way line of Nelson Creek Road to a point which bears South  $16^{\circ}00'00''$  East from the True Point of Beginning;

Thence North  $16^{\circ}00'00''$  West a distance of 159.27 feet more or less to the True Point of Beginning;

Containing 1.3 acres, more or less;

ALSO KNOWN AS Lot 1 of the Kielpinski Short Plat recorded in Book 3 at Page 139, records of Skamania County, Washington.

Said parcel is sometimes hereinafter referred to as Parcel 2.

4. It is the opinion of the parties hereto that it will be in their best interest to retain and maintain the access roadways serving and within the boundaries of the above short plat (indicated on said short plat as a twelve (12) foot private road and utility easement) as private roadways.

5. It is necessary and desirable that the parties enter into an agreement setting forth their rights, duties and obligations with respect to the use and maintenance of the twelve-foot (12) private road and utility easement indicated on the Kielpinski Short Plat.

Now, therefore, the parties agree as follows:

1. All roadway areas within the Kielpinski Short Plat are retained by the parties as private roadways.

2. All construction, maintenance and repair performed on said roadways shall be performed by the parties, at no expense to Skamania County.

3. All costs, expenses and labor associated with any construction, maintenance and repair performed on said roadways shall be shared equally by the parties.

4. Said roadways shall be maintained in good repair at all times, but in any event they shall be maintained in at least the condition as they are in at the time of the execution of this instrument.

5. All construction, maintenance and repair performed on said roadways shall be done in a proper, substantial and workmanlike manner.

6. The type of maintenance required and the method of collection and disbursement of funds shall be determined at a meeting of the parties hereto not less frequently than semi-annually, to be held at such reasonable time and place as shall be determined by the owners of Parcel 1, after consultation with the owners of Parcel 2.

7. To minimize road damage and dust and to ensure the safe use of said roadways, the parties will limit the speed of any motor vehicle travelling thereon, whether operated by themselves, their family members, guests or visitors, to six (6) miles per hour.

8. To ensure compliance with the provision of the preceding paragraph, either party, or both parties, may install speed bumps not to exceed six (6) inches in height, spaced not closer together than fifty (50) feet, on said roadways, the cost thereof to be shared equally by the parties.

9. Vehicular traffic shall be restricted to the gravelled portion of said roadways.

10. Any liability of the parties for personal injury to any workman employed to make repairs under this agreement, or to any third party, or for damage to the property of such person, as a result of or arising out of repairs or maintenance under this agreement, shall be borne, as between the parties, in equal amounts.

11. This agreement shall run with the land, and the rights, duties and obligations hereunder shall inure to the benefit of, and constitute a burden on, the heirs, successors and assigns of the parties hereto.

In Witness whereof, the parties hereto have signed this agreement the date first above written.

FIRST PARTY:

JAN C. KIELPINSKI

PENELOPE A. KIELPINSKI

PHILIP R. SIECHEN

TONI K. SIECHEN

MINNIE R. KIELPINSKI

SECOND PARTY:

ROBERT R. CARLSON

SANDRA L. CARLSON

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **JAN C. KIELPINSKI** and **PENELOPE A. KIELPINSKI**, 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 27th day of February, 1989.

Jay Ford  
Notary Public in and for  
the State of Washington,  
residing at Carson, WA.  
Commission expires 8-15-89

STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **PHILIP R. SIECHEN** and **TONI K. SIECHEN**, 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 27th day of February, 1989.

Jay Ford  
Notary Public in and for  
the State of Washington,  
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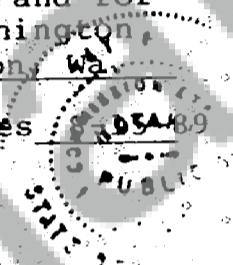
STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **MINNIE R. KIELPINSKI**, a single woman, to me known to be the individual described in and who executed the within and 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 27th day of February, 1989.

*Jay Ford*  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89



STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me **ROBERT R. CARLSON** and **SANDRA L. CARLSON**, 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 27th day of February, 1989.

*Jay Ford*  
Notary Public in and for  
the State of Washington,  
residing at Carson, Wa.

Commission expires 8-15-89

