

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT made this day by and between ARCHIE M. RODGERS, JR. and ANITA RODGERS, husband and wife, hereinafter referred to as "A. Rodgers", and JAMES RODGERS and MARY RODGERS, husband and wife, hereinafter referred to as "J. Rodgers",

RECITALS

1. A. Rodgers is the owner of certain real property more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein.
2. J. Rodgers is the owner of certain real property more particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.
3. The properties of A. Rodgers and J. Rodgers as described in Exhibits "A" and "B" are served by a private road known as Dolan Road.
4. Said road is located upon real property more particularly described as follows:

County of Skamania, State of Washington:

A strip of land 30 feet in width, the centerline of which is described as follows:

BEGINNING at a point marked by an iron pipe which was formerly the centerline of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence North $34^{\circ}39'40''$ West 216.28 feet to an iron pipe; thence North $5^{\circ}17'00''$ West 200.2 feet to an iron pipe in a 30 foot roadway and the true point of beginning of the centerline described herein; thence North $48^{\circ}41'00''$ West 171.70 feet to an iron pipe; thence North $66^{\circ}24'00''$ West 34.1 feet to an iron pipe and the terminus of said centerline.

5. The parties hereto recognize and agree that it is in the common interests of all parties that said road be kept in a reasonable state of repair.
6. The parties hereto desire to enter into this written Road Maintenance Agreement to establish and provide for their respective obligations with respect to the maintenance of said road.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

Registered	<i>p</i>
Indexed, Vir	<i>p</i>
Indirect	<i>p</i>
Filmed	<i>p</i>
Mailed	

FILED
B. Planning Dept
SEP 21 4 45 PM '91
J. Lowry

Glenda J. Kinnel, Skamania County Assessor
By: *GL* Parcel # 1-5-6-7-2-00

Road Maintenance Agreement

Page 2

Section 1. GOOD FAITH COOPERATION: The parties hereto agree to cooperate with each other in good faith to keep said road in a reasonable state of repair in accordance with the provisions of this agreement. A good state of repair shall mean that the private road shall be usable and passable under all weather conditions for motorized vehicles.

Section 2. DECISION TO REPAIR: Any party deeming repairs to the road necessary or desirable may propose such repair to the other party. Such proposal shall describe the work proposed and the estimated cost thereof. Such proposal shall be in writing and delivered or mailed to the other party.

Section 3. ALLOCATION OF COST: Should the parties approve of the proposed repairs or maintenance, such repairs or maintenance shall be accomplished and the cost thereof shall be shared by the parties equally.

Section 4. DAMAGE TO ROAD: Should either party to this agreement, their agents or invitees, directly or indirectly, inflict or cause damage upon or to said road, that party shall be fully responsible for the cost of repairing such damage, and all such repairs shall be undertaken promptly.

Section 5. SUBDIVISION: Should either of the parties hereto subdivide or short plat their land, or build additional residences thereon, the owners of such new residences or of such subdivided or short platted properties of the land shall be deemed to have become parties to this Road Maintenance Agreement and shall pay their proportionate share of the cost of road maintenance and repair. In such event, the party selling a parcel or subdividing his property shall cause this agreement to be amended in writing and executed by such additional owner to state the revised proportionate shares of road maintenance and repair costs to be borne by the parties using said roadway.

Section 6. COVENANT RUNNING WITH THE LAND: The covenants and agreements expressed herein shall run with the land and shall

Road Maintenance Agreement

Page 3

inure to the benefit of and be binding upon the parties hereto and their respective successors in title to the land described in Exhibits "A" and "B" attached hereto, or to any portion thereof.

Section 7. DURATION OF AGREEMENT: This Road Maintenance Agreement shall remain in effect perpetually or until revoked by all parties hereto, or by their respective successors in title, or until such road is dedicated to Skamania County as a public road.

IN WITNESS WHEREOF, the parties have set their hands this 1st day of August, 1991.

Archie M. Rodgers, Jr. James Rodgers
Anita Rodgers Mary Rodgers

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me ARCHIE M. RODGERS, JR. and ANITA RODGERS, 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.

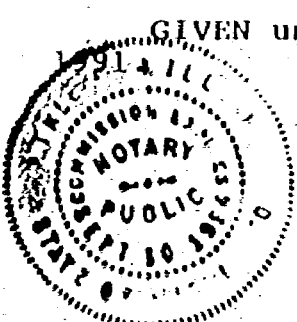


GIVEN under my hand and official seal this 1st day of August.

Kathleen Williams
 Notary Public in and for the State of
 Washington, Residing at Camas
 My appointment expires: 9-30-94

STATE OF WASHINGTON)
) ss.
 COUNTY OF Clark)

On this day personally appeared before me JAMES RODGERS and MARY RODGERS, 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 1st day of August.

Kathleen Williams
 Notary Public in and for the State of
 Washington, Residing at Camas
 My appointment expires: 9-30-94

EXHIBIT "A"

Skamania County, Washington:

Beginning at a point marked by an iron pipe which was formerly the centerline of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence South 2°00' East 351.9 feet to an iron pipe on the riverbank; thence following the meanderings of the Washougal River downstream North 31°22'00" West 344.0 feet; thence North 42°00'05" West 192.0 feet to a point; thence North 51°25'00" West 33.91 feet; thence North 36°45'00" East 299.79 feet; thence South 5°17'00" East 173.56 feet to an iron pipe; thence South 34°39'40" East 216.28 feet to the point of beginning.

EXHIBIT "B"

Skamania County, Washington:

Beginning at a point marked by an iron pipe which was formerly the centerline of a 30 foot road, said pipe being 198.4 feet South and 159 feet West of the section corner common to Sections 31 and 32, Township 2 North, Range 5 East of the Willamette Meridian, and Sections 5 and 6, Township 1 North, Range 5 East of the Willamette Meridian; thence North $34^{\circ}39'40''$ West 216.28 feet to an iron pipe; thence North $5^{\circ}17'00''$ West 173.56 feet to the true point of beginning; thence South $36^{\circ}45'00''$ West to a point on the Northern boundary of the Washougal River; thence following the meanderings of the Washougal River downstream North $51^{\circ}25'00''$ West 72.19 feet; thence North $69^{\circ}59'00''$ West 174 feet to an iron pipe; thence South $67^{\circ}54'00''$ West 59.7 feet; thence North $48^{\circ}54'00''$ East 260.20 feet to an iron pipe; thence North $36^{\circ}45'$ East 185 feet to an iron pipe in the center of a 30 foot used roadway; thence following the centerline of said road South $66^{\circ}24'00''$ East 34.1 feet to an iron pipe; thence South $40^{\circ}41'$ East 171.1 feet to an iron pipe; thence departing from said road South $5^{\circ}17'$ East 26.64 feet to the true point of beginning.