

PRIVATE ROADWAY AGREEMENT

The undersigned property owners each have a easement on the private road known as Bridge View Road in the city of Stevenson, Skamania county, Washington. WHEREAS, it is the opinion of the property owners that it will be in their best interest to retain and maintain the access roadway within the boundaries of the property division as a private roadway.

MAINTENANCE: Shall consist of, at a minimum, the annual filling of potholes, ruts and gullies or other defects which restrict travel upon said road; and the rocking, graveling or grading of the road as the landowners by two-thirds majority shall agree.

METHOD OF ASSESSING AND COLLECTION OF COSTS: Cost for the construction of and road maintenance and repair shall be assessed proportionately with each property owner who has use of the easement paying an equal share. The amounts of money needed to maintain the road, and the methods and materials used shall be agreed upon by all applicable parties before the work commences. In the event of clear, extraordinary usage by any abutting owner, that owner may be assessed an appropriately higher percentage of the costs. Assessed costs shall become due and collected at completion of the work. These assessments together with interest, cost, and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.

USE: The private road shall be used for the common benefit of all landowners. No owner shall conduct any activity that might in any way detract from or negatively affect the benefit of the private road to the other lot owners. If one of the land owners inflicts damage to the road i.e. personally or through having deliveries (example) a large truck carrying too heavy of a load during a very wet season, it is the sole responsibility of that party to pay for the costs of repairing the road.

THIS agreement shall be binding upon the heirs, successors or assigns hereof, be appurtenant to and run with the land; and no land shall be transferred or sold without reference to this agreement.

Signed and sealed by property owners, Skamania County, Washington, this day 14 of APRIL, 1992.

Jane Keller

Anthony Edward Jones in Attorney in fact by Vicki Ann Jones

Vicki Ann Jones

Registered	<u>0</u>
Indexed, Dir	<u>0</u>
Indirect	<u>0</u>
Filmed	<u>0</u>
Mailed	<u>0</u>

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FILED FOR RECORD
SKAMAHIA CO WASH
BY CLARK COUNTY TITLE

APR 14 2 36 PM '92

P. Lowry
RECORDER
GARY M. OLSON

EXHIBIT "A"

That portion of the East half of the East half of the Southwest quarter of the Southeast quarter of Section 26, Township 3 North, Range 7 East of the Willamette Meridian, described as follows:

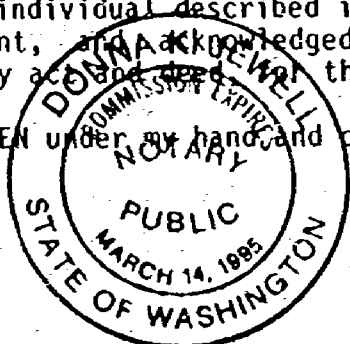
BEGINNING at a point that is 400 feet North of the Southwest corner of the above described tract; thence North 130 feet along the West line of said tract; thence East 331 feet to the East line of said tract; thence South 130 feet along the East line of said tract; thence West 331 feet to the Point of Beginning.

TOGETHER WITH an easement for Roadway Purposes over and across the East 15 feet and the South 20 feet of the South 400 feet of the East half of the East half of the Southwest quarter of the Southeast quarter of said Section 26.

STATE OF WASHINGTON]
County of Skamania]

On this day personally appeared before me JANE KEELER 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 14 day of APRIL, 1992.

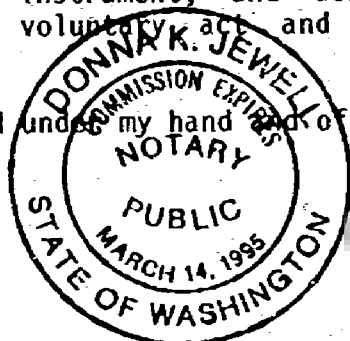


Donna K. Jewell
Notary Public in and for the State of
Washington, residing at Stevenson.
My appointment expires: 3/14/95

STATE OF WASHINGTON]
County of Skamania]

On this day personally appeared before me VICKI LYN GOMES 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 14th day of APRIL, 1992.

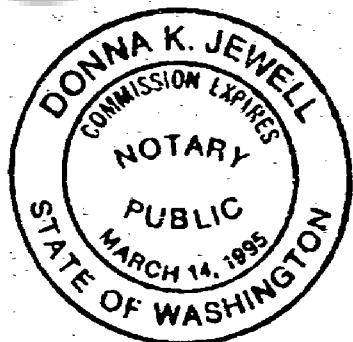


Donna K. Jewell
Notary Public in and for the State of
Washington, residing at Stevenson.
My appointment expires: 3/14/95

STATE OF WASHINGTON]
County of Skamania]

On this 14th day of April, 1992 before me personally appeared VICKI LYN GOMES to me known to be the individual who executed the foregoing instrument as Attorney in Fact for ANTHONY EDWARD GOMES and acknowledged that she signed the same as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath state that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand an official seal the day and year last above written.



Donna K. Jewell
Notary Public in and for the State of
Washington, residing at Stevenson.
My appointment expires: 3/14/95