

A G R E E M E N T

This AGREEMENT executed this date between DELLA B. MILLER, a widow, LEE D. MILLER and JOYCE M. MILLER, husband and wife, DAVID C. LIVOLSI and ENID A. LIVOLSI, husband and wife, NORBERT J. KIEDROWSKI and JOYCE E. KIEDROWSKI, husband and wife, LYLE W. CHAFFEE and WILMA J. CHAFFEE, husband and wife, and BARNEY M. SYVERSON and SHIRLEY M. SYVERSON, husband and wife,

W I T N E S S E T H :

WHEREAS, the parties herein have various interests either as owner, contract vendor, or purchaser of certain real property situated in Skamania County, State of Washington, the over-all description of which is as follows:

PARCEL I

The Northeast quarter and the Southeast quarter of Section 24, Township 3 North, Range 5 East of the Willamette Meridian.
SUBJECT TO easements, reservations and restrictions of record.

PARCEL II

Government Lots 1 and 2 and the East half of the Northwest quarter of Section 30, Township 3 North, Range 6 East of the Willamette Meridian.
SUBJECT TO easements, restrictions, and reservations of record, and

WHEREAS, said properties are variously affected by a 30-foot easement as set forth in instrument recorded in Book 50, at page 62; Book 57, at page 813; and Book 70, at page 625, records of Skamania County, Washington, and

WHEREAS, certain of the parties have constructed a bridge on said easement across the Washougal River for the benefit of all parties, and

WHEREAS, the parties desire to settle and clarify their respective rights and obligations concerning use and maintenance of the aforesaid bridge,

NOW THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the contributions of the parties to the cost of construction of said bridge, it is agreed as follows:

1. That DAVID C. LIVOLSI and ENID A. LIVOLSI, husband and wife, shall be deemed to own a ten percent (10%) equity interest in said bridge and shall share in the repair and maintenance of said bridge to the extent of ten percent (10%) of the cost or expense of the same.
2. That NORBERT J. KIEDROWSKI and JOYCE E. KIEDROWSKI, husband and wife, LYLE W. CHAFFEE and WILMA J. CHAFFEE, husband and wife, and BARNEY M. SYVERSON and SHIRLEY M. SYVERSON, husband and wife, shall be deemed to have a ninety percent (90%) equity interest in said bridge and shall share in the repairs and maintenance of said bridge to the extent of ninety percent (90%) of the cost or expense of the same.
3. Each party acknowledges and affirms the right to use of the bridge and the easements upon which said bridge is situated as granted or reserved in the respective deeds or real estate contracts affecting said properties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 1st day of March, 1978.

Lee D. Miller

Joyce M. Miller

Della B. Miller, individually and as Attorney-in-Fact for Lee D. Miller and Joyce M. Miller

David C. Livolsi

Enid A. Livolsi

Norbert J. Kiedrowski

Joyce E. Kiedrowski

Lydia W. Chaffee

W. Alma J. Chaffee

Barney M. Syverson

Shirley M. Syverson

STATE OF WASHINGTON)
County of Clark) ss.

On this 1st day of March, 1978, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DELLA B. MILLER, to me known to be the individual who executed the foregoing instrument as Attorney-in-Fact of LEE D. MILLER and JOYCE M. MILLER, and acknowledged to me that she signed and sealed the said instrument as such Attorney-in-Fact for said principals, and for herself individually, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked, and that the said Lee D. Miller and Joyce M. Miller are now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate first above written.

David C. Livolsi
Notary Public in and for the State of Washington, residing at Washougal.

STATE OF OREGON)
County of MULTNOMAH) ss.

On this day personally appeared before me DAVID C. LIVOLSI and ENID A. LIVOLSI, 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

MILLER & LAHMANN
ATTORNEYS AT LAW

735 N.W. 5TH AVE.

SEASIDE, WASHINGTON 98137

AREA CODE 206--TELEPHONE 66-1552

uses and purposes therein mentioned.

GIVEN under my hand and official seal this MARCH day of 1978.

[Signature]
Notary Public in and for the State
of Oregon, residing at 125 N. 1st St.
My Commission Expires: 12-31-1980

STATE OF WASHINGTON)
County of Clark) ss.

On this day personally appeared before me NORBERT M. KIEDROWSKI, JOYCE E. KIEDROWSKI, LYLE W. CHAFFEE, WILMA J. CHAFFEE, BARNEY M. SYVERSON and SHIRLEY M. SYVERSON, 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 1 day of February, 1978.

[Signature]
Notary Public in and for the State
of Washington, residing at 125 N. 1st St.

THIS INSTRUMENT WAS FILED FOR RECORD IN THE
OFFICE OF THE CLERK OF THE SUPERIOR COURT OF
CLATSOP COUNTY, OREGON, ON THE 1 DAY OF
FEBRUARY, 1978, AT CLATSOP, OREGON.
ATTEST:
CLERK OF CLATSOP COUNTY, OREGON

RECORDED
INDEXED
FILED
CLATSOP COUNTY, OREGON
FEB 1 1978
CLERK OF CLATSOP COUNTY, OREGON