

ROAD MAINTENANCE AGREEMENT

1. **EFFECTIVE DATE:** 18th day of December, 1992.
2. **PARTIES:** JOHN GOSS, a single man, of MP.57L Mathews Road, Washougal, Washington 98671, hereinafter referred to as "GOSS"; and
- ROBERT WHITAKER and SUSAN WHITAKER, husband and wife, of MP.20R Mathews Road, Washougal, Washington 98671, hereinafter referred to as "WHITAKER"; and
- STEVEN BAUNACH, a single man, of MP.23L, Mathews Road, Washougal, Washington 98671, hereinafter referred to as "BAUNACH"; and
- JOHN SINDELAR and RAYLENE SINDELAR, husband and wife, of MP.18L Mathews Road, Washougal, Washington 98671; hereinafter referred to as "SINDELAR"; and
- RAY SHREWSBERRY and RENEE SHREWSBERRY, husband and wife, of MP.30R Mathews Road, Washougal, Washington 98671, hereinafter referred to as "SHREWSBERRY"; and
- PAUL HAGENSEN and BETTY HAGENSEN, husband and wife, of MP.064R Mathews Road, Washougal, Washington 98671, hereinafter referred to as "HAGENSEN"; and
- ODIE MATHEWS, a single woman, of 12707 25th Avenue S.E., Everett, Washington 98208, hereinafter referred to as "MATHEWS"; and
- LUTHER DICKINSON and SHEILA DICKINSON, husband and wife, of MP.26R Mathews Road, Washougal, Washington, 98671, hereinafter referred to as "LUTHER AND SHEILA"; and
- HARVEY DICKINSON and CECIL DICKINSON, husband and wife, of MP.42R Mathews Road, Washougal, Washington, 98671, hereinafter referred to as "HARVEY AND CECIL"; and

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FILED FOR RECORD
BY SKAMANIA CO. TITLE

JAN 20 1993

GARY NELSON

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DOUGLAS FLUEGEL and TAUNYA FLUEGEL,
husband and wife, of MP.49L Mathews Road,
Washougal, Washington 98671, hereinafter
referred to as "FLUEGEL".

3. RECITALS:

WHEREAS, the parties hereto have an interest in, by ownership and/or easement and/or use, upon that certain private roadway located in Skamania County, Washington, commonly known as Mathews Road, and extending in a northerly and then easterly direction from the intersection of Mathews Road with Newquist Road, approximately 60 feet in width for a distance of approximately 3,400 feet, all as shown on the attached map marked Exhibit "A" and incorporated herein fully by this reference; and

WHEREAS, the parties desire to share the costs and expenses of maintaining said road; and

WHEREAS, the map attached as Exhibit "A" shows with cross-hatching the location of the roadway subject to this Agreement in relation to the parties to this Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. The parties to this Agreement and their respective real properties are the following:

GOSS owns real property commonly referred to as Lots 601 and 606, legally described on the attached Exhibit "B".

WHITAKER owns real property commonly referred to as Lots 609, 610, 611 and 612, legally described on the attached Exhibit "B".

BAUNACH owns real property commonly referred to as Lots 500 and 504, legally described on the attached Exhibit "B".

SINDELAR owns real property commonly referred to as Lots 502 and 505, legally described on the attached Exhibit "B".

SHREWSBERRY owns real property commonly referred to as Lot 503, legally described on the attached Exhibit "B".

HAGENSEN owns real property commonly referred to as Lot 501, legally described on the attached Exhibit "B".

MATHEWS owns real property commonly referred to as Lot 400, legally described on the attached Exhibit "B".

LUTHER AND SHEILA own real property commonly referred to as Lots 602 and 603, legally described on the attached Exhibit "B".

HARVEY AND CECIL own real property commonly referred to as Lot 604, legally described on the attached Exhibit "B".

FLUEGEL owns real property commonly referred to as Lots 607 and 608, legally described on the attached Exhibit "B".

2. The parties shall share equally in the costs and expenses of maintaining the above described road in good repair equal to its present condition.

3. Any repairs or maintenance deemed necessary or advisable shall not be undertaken under this agreement except with the express written consent of all parties hereto signed. If any repairs or maintenance are undertaken pursuant to written consent of all 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 proportionate share of the contract price of such repair or maintenance prior to or after incurring any costs or expenses for said work.

4. Any repairs or maintenance undertaken without express written consent of all parties as set forth in paragraph 3 above, shall be at the sole cost and expense of the party undertaking the same.

5. This Road Maintenance Agreement shall run with the land of the parties described in Exhibit "B" attached hereto and made a part hereof, said land appearing as tracts 400, 500, 501, 502, 503, 504, 505, 601, 602, 603, 604, 606, 607, 608, 609, 610, 611, and 612, on Exhibit "A", and shall be binding and inure to the benefit of the parties hereto, and their successors and assigns.

6. 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 respective parties have executed this instrument effective the day and year first hereinabove written.

John Goss
JOHN GOSS

Robert Whitaker
ROBERT WHITAKER

Susan Whitaker
SUSAN WHITAKER

Steven Baunach
STEVEN BAUNACH

John Sindelar
JOHN SINDELAR

Kaylene Sindelar
KAYLENE SINDELAR

Ray Shrewsberry
RAY SHREWSBERRY

Renee Shrewsberry
RENEE SHREWSBERRY

By: Raymond Shrewsberry
(HUSBAND)

Paul Hagensen
PAUL HAGENSEN

Betty Hagensen
BETTY HAGENSEN

Odie Mathews
ODIE MATHEWS

Luther Dickinson
LUTHER DICKINSON

Sheila Dickinson
SHEILA DICKINSON

Harvey Dickinson
HARVEY DICKINSON

Cecil Dickinson
CECIL DICKINSON

Douglas Fluegel
DOUGLAS FLUEGEL

Taunya Fluegel
TAUNYA FLUEGEL

STATE OF WASHINGTON)
County of Clark) ss

On this day personally appeared before me JOHN GOSS, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of Jan, 1993

Duncan MacDonnell
NOTARY PUBLIC for Washington State
residing at: Camas, Clark Co
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me ROBERT WHITAKER, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of January, 1993.

Duncan Mac Donald
NOTARY PUBLIC for Washington State
residing at: Camas, WA
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me SUSAN WHITAKER, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of January, 1993.

Duncan Mac Donald
NOTARY PUBLIC for Washington State
residing at: Camas, WA
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me STEVEN BAUNACH, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this _____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)

County of Clark) :ss

On this day personally appeared before me JOHN SINDELAR, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of Jan, 19 93.

Duncan Mac Donald
NOTARY PUBLIC for Washington State
residing at: Camas Wash Clark Co.
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)

County of Clark) :ss

On this day personally appeared before me RAYLENE SINDELAR, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of Jan, 19 93.

Duncan Mac Donald
NOTARY PUBLIC for Washington State
residing at: Camas Wash Clark Co.
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)

County of Clark) :ss

On this day personally appeared before me RAY SHREWSBERRY, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this 24 day of Jan, 19 93.

Duncan Mac Donald
NOTARY PUBLIC for Washington State
residing at: Camas Wash Clark Co.
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me ^{RAY} ~~RENEE~~ SHREWSBERRY, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this 24 day of Dec, 1993.

Duncan MacDermott
NOTARY PUBLIC for Washington State
residing at: Camas WA Clark CO
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me PAUL HAGENSEN, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this ____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me BETTY HAGENSEN, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this ____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) ss

On this day personally appeared before me ODIE MATHEWS, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this ____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) ss

On this day personally appeared before me LUTHER DICKINSON, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this ____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) ss

On this day personally appeared before me SHEILA DICKINSON, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this ____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me HARVEY DICKINSON, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this _____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me CECIL DICKINSON, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this _____ day of _____, 19____.

NOTARY PUBLIC for Washington State
residing at: _____
My Appointment Expires: _____

STATE OF WASHINGTON)
County of Clark) :ss

On this day personally appeared before me DOUG FLUEGEL, to me known to be the individual described in and who executed the foregoing document as his free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of Jan 1993.

Duncan MacDonnell
NOTARY PUBLIC for Washington State
residing at: Camas WA Clark Co.
My Appointment Expires: 1-15-95

STATE OF WASHINGTON)

County of Clark)

:88

On this day personally appeared before me TAUNYA FLUEGEL, to me known to be the individual described in and who executed the foregoing document as her free and voluntary act and deed.

SIGNED AND SWORN to before me this 20 day of Jan,
19 93.

Duncan MacDonell
NOTARY PUBLIC for Washington State
residing at: Caman, WA Clark Co.
My Appointment Expires: 12/31/95

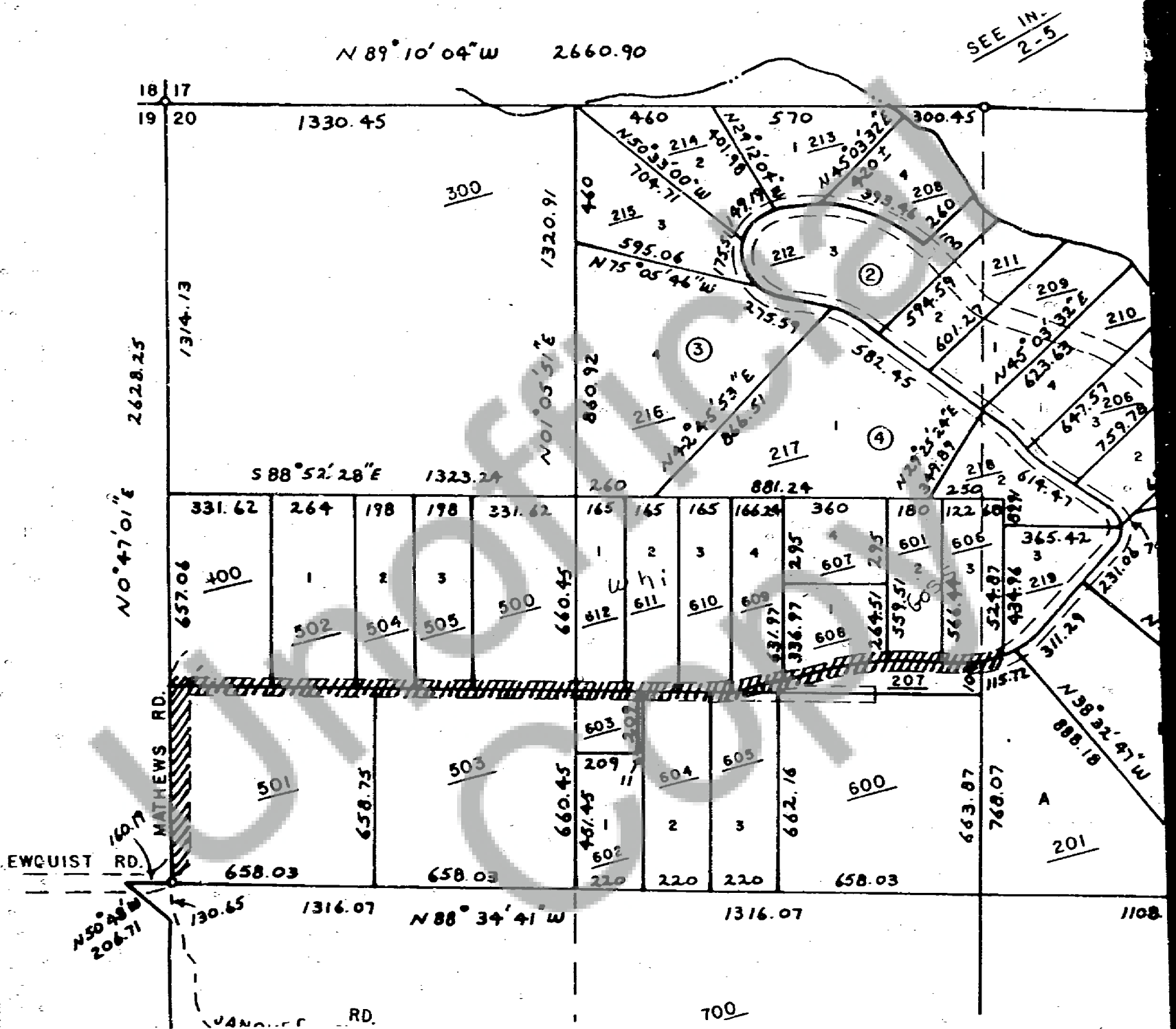


EXHIBIT **A**
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EXHIBIT "B"

GOSS LEGAL DESCRIPTION:

A tract of land in the Southeast quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 and Lot 3 of the Whitaker short plat number 2, according to the recorded short plat, recorded in Book 2 of short plats, page 210, Skamania County records.

WHITAKER LEGAL DESCRIPTION:

Lot 1, Lot 2, Lot 3, Lot 4 of the Whitaker short plat number 1, according to the recorded short plat, recorded in Book 2 of short plats, page 209, Skamania County records.

BAUNACH LEGAL DESCRIPTIONS:

The East Half of the Northeast Quarter of the Southwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Southwest corner of the North Half of the Southwest Quarter of the Northwest Quarter; thence East along the South line of said North Half, a distance of 594 feet to The True Point of Beginning of this description; thence continuing East along said South line, a distance of 198 feet; thence North parallel with the West line of said Southwest quarter

of the Northwest Quarter, a distance of 660 feet to a point on the North line of the Southwest Quarter of the Northwest Quarter; thence West along North line, a distance of 198 feet; thence South parallel with the West line of said Southwest Quarter of the Northwest Quarter, a distance of 660 feet to The True Point of Beginning (said parcel also being known as Lot 2 of ROBERT M. AND BERTHA P. MORSON SHORT PLAT, recorded under Auditor's File No. 88401, records of said County.

SINDELAR LEGAL DESCRIPTION:

PARCEL A

A tract of land located in the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter; thence East along the South line of said North half, a distance of 330 feet to the true point of beginning of this description; thence continuing East along said South line, a distance of 264 feet; thence North parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to a point on the North line of the Southwest quarter of the Northwest quarter; thence West along said North line, a distance of 264 feet; thence South parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to the true point of beginning.

ALSO KNOWN as Lot 1 of Robert M. and Bertha P. Morson, Short Plat recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, page 99, records of Skamania County, Washington.

PARCEL B

A tract of land located in the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East

of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the North half of the Southwest quarter of the Northwest quarter; thence East along the South line of said North half, a distance of 792 feet to the true point of beginning of this description; thence continuing East along said South line, a distance of 198 feet; thence North parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to a point on the North line of the Southwest quarter of the Northwest quarter; thence West along said North line, a distance of 198 feet; thence South parallel with the West line of said Southwest quarter of the Northwest quarter, a distance of 660 feet to the true point of beginning.

ALSO KNOWN as Lot 3, of Robert M. and Bertha P. Morson, Short Plat recorded April 25, 1979, under Auditor's File No. 88401, in Book 2 of Short Plats, page 99, records of Skamania County, Washington.

SHREWSBERRY LEGAL DESCRIPTION:

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE WEST 60 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND OVER THE NORTH 30 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND OVER THE SOUTH 30 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

HAGENSEN LEGAL DESCRIPTION:

The Southwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

MATHEWS LEGAL DESCRIPTION:

The West half of the Northwest quarter of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH an easement for ingress and egress and utilities over and across the West 60 feet of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

LUTHER AND SHEILA DICKINSON LEGAL DESCRIPTION:

The Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over the West 60 feet of the Southwest Quarter, Southwest Quarter, Northwest Quarter of Section 20, Township 2 North, Range 5 East of Willamette Meridian. Also a non-exclusive easement for ingress, egress & utilities 60 feet in width, the center line being the North boundary of the South half of the South half of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian, excepting the East 660 feet thereof.

The North 209 feet of the West 209 feet of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over the West 60 feet of the Southwest Quarter, Southwest Quarter, Northwest Quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian. Also a non-exclusive easement for ingress, egress and utilities 60 feet in width, the center line being the North boundary of the South half of the South half

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of the Northwest Quarter of Section 20,
Township 2 North, Range 5 East of the
Willamette Meridian, excepting the East 660
feet thereof.

HARVEY AND CECIL DICKINSON LEGAL DESCRIPTION:

FLUEGEL LEGAL DESCRIPTION:

A tract of land in the Southeast quarter of
the Northwest quarter of Section 20, Township
2 North, Range 5 East of the Willamette
Meridian, in the County of Skamania, State of
Washington, described as follows:

Lot 1 and Lot 4 of the Whitaker short plat
number 2, according to the recorded short
plat, recorded in Book 2 of short plats, page
210, Skamania County records.