Doc # 2005157730

Page 1 of 6

Date: 06/21/2005 01:20P

Filed by: SCHWARE WILLIAMSON & WYATT PC

Filed & Recorded in Official Records

of SKAMANIA COUNTY

J. NICHAEL GARVISON

AFTER RECORDING, RETURN TO:
REAL ESTATE EXCISE TAXUDITOR
REAL 25006

Bradley W. Andersen Schwabe, Williamson & Wyatt 1111 Main Street, Suite 410 Vancouver, Washington 98660

PAID WAY TREASURER

QUIT CLAIM DEED

The GRANTOR, JOSHUA ECONOMIDES aka JOSH ECONOMIDES, in settlement of a lawsuit and for other good and valuable consideration, hereby conveys and quit claims to MARIE LEDOUX and IRMA COLLINS, TRUSTEES OF THE JACK D. AND IRMA B. COLLINS LIVING TRUST, executed August 18, 1993, the following described real estate, situated in the County of Skamania, State of Washington, including any interest therein which grantor may hereafter acquire:

All of Grantor's interest in and to the South Fork Road as depicted on the attached Exhibit "A" and, as incorporated into the Road Maintenance Agreement attached hereto as Exhibit "B"; and

All of Grantor's interest in and to that certain property more particularly described on the attached Exhibit "C".

Assessor's Property Tax Parcel/Account No.: \_01-05-08-00010000

Dated this day of \_

, 2005

JOSHUA ECONOMIDES aka JOSH ECONOMIDES (Grantor)

STATE OF WASHINGTON )

) ss.

County of Clark

On this day personally appeared before JOSHUA ECONOMIDES aka JOSH ECONOMIDES, to me known to be the individual described in and who executed the

foregoing instrument, and acknowledged that he signed the same as his voluntary act and deed, for the uses and purposes therein mentioned.

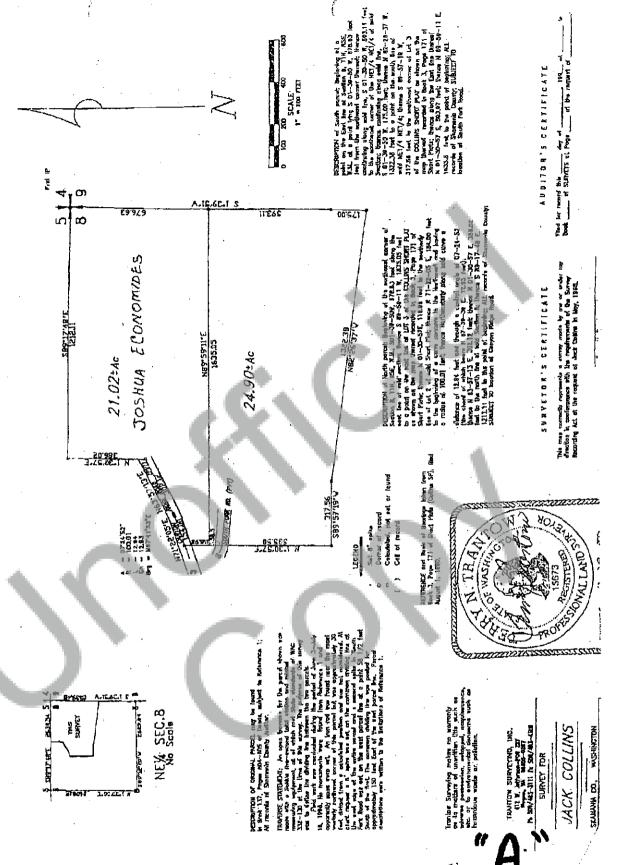
GIVEN under my hand and official seal this

, 2005.



NOTARY PUBLIC for the State of Washington My Commission Expires: May 29, 2008

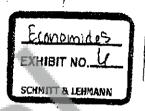
SURVEY IN NYNEY, SEKNEY SEC. 8, T.1 N., R.5 E., W.M.



DOC # 2005157730 Page 3 of 6

800K 169 PAGE 919

JACK D. COLLINS 601 STRUNK RD. WASHOUGAL, WA. 98671



ROAD MAINTENANCE ACREEMENT FOR SOUTH FORK ROAD (PRIVATE)

Located in Skamania County and described as: Lot No. 3 of JACK COLLINS SHORT PLAT, percel number 01-05-08-0-0-0104-00; also percel number 01-05-08-0-0-0100-00.

- i. All landowners using South Fork Rd. (private) for access to their property will chare equally in the maintenance of the private road. If any lot is further divided, the new lots will pay their equal share. This agreement shall run with land and shall be binding upon and inurs to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.
  - 2. ACKNOWLEDGEMENT OF RESPONSIBITITIES FOR ROAD MAINTENANCE:
    The said landowners are responsible for the maintenance of South
    Fork Road (private) and the parties agree that South Fork Road
    will be maintained in good, passable condition under all traffic
    and/or weather conditions. The costs for maintenance, repair and/
    or restoration of the roadway shall be assessed equally among
    all landowners served by said private road.
  - 3. None of the parties having a right to use the road essements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road in excess of \$100.00 in any calander year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.
  - 4. If the road is substantially damaged by activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at his own expense.
  - 5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Freeding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and

PAGE 1 01 2

and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including resonable attorney's fees in an amount to be set by the court.

6. Road maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements. Each landowner as stiputated in Item 1 shall be entitled to one (1) vote.

Signed and sealed by property owners, Skamania County, Washington.

Jack b. Collins

ofherery or Centin

INC # 2005157730 Page 5 of 6

(2)

PAGE 2 of 2

E., W.M., at a point lying S 01-39-50 W, 676.63 feet from the northeast corner thereof; thence continuing along said line S 01-39-50 W, 593.11 feet to the southeast corner of the NE 1/4 NE 1/4 of said Section; thence continuing along said line, S 01-39-50 W, 175.00 feet; thence N 82-26-37 W, 1322.38 feet to a point on the South line of said NE 1/4; thence S 89-57-19 W, 317.56 feet to the southeast corner of Lot 3 of the COLLINS SHORT PLAT as shown on the map thereof recorded in Book 3, page 171 of Short Plats; thence along the East line thereof N 01-30-57 E, 593.87 feet; thence N 89-59-11 E, 1635.5 feet to the point of beginning; ALL records of Skamania County; SUBJECT TO

NE 1/4 SEC. 8, TlN, R5E, W.M., Skamania County, Recorded in Book 3, pg 171 Parcel 24.90 acres. SOUTH PARCEL MORE PARTICU-

Description of South parcel: Beginning at a point on the East line of Section 8, T1N, R5

LARLY DESCRIBED AS FOLLOWS:

location of South Fork Road.

Gary H. Martin, Skamania County Assessor Date 6-20-05 Parcel # 0/05-08 00 0/00 0 MO

DOC # **2005157730** Page 6 of 6