

AFTER RECORDING MAIL TO:

FRED WAGNER  
4425 SOUTH ORCHARD ST.  
TACOMA, WA 98466

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**EASEMENT MAINTENANCE AGREEMENT**

130909  
This Easement Maintenance Agreement dated <sup>September</sup> ~~August~~ 10, 2010, 2008 is executed for the purposes herein described.

WHEREAS the undersigned parties are the owners of the property described on Exhibit A, attached hereto, and by this reference fully incorporated (large parcel including Wagner property not burdened by easement).

WHEREAS each of the owners of the parcels of real property contained within the property described on Exhibit A has an easement across roads and across paths that access the lakes within the property described in Exhibit B and an easement to use the surface of the lakes within the property described in Exhibit B; and

WHEREAS the owners of all of the property described on Exhibit A desire to enter into an agreement to maintain and share the cost of maintenance of the roads, paths and lakes described in Exhibit B over which the property owners in the property described as Parcel A each have an easement; NOW, THEREFORE the parties agree as follows:

1. The cost of maintenance of the easement roads contained within Parcel B benefitting the real property described on Exhibit A and the cost of maintaining the paths contained in easements contained in Parcel B benefitting the properties described on Parcel A and the cost of maintaining the lakes contained in Parcel B over which the properties in Parcel A have easements for use of the lake surfaces, including stocking fish in said lakes,

LM  
9-20-10

10  
Danielle  
No # exchanged  
9.20.2010

Any payment owed under the provisions of this agreement that is not paid within 90 days of notice of the obligation to a property owner shall bear interest at the rate of twelve percent (12%) per annum. In the event of legal action to collect sums due and owing under the provisions of this easement maintenance agreement, the prevailing party shall be entitled to reasonable attorney's fees.

3. The provisions of this Easement Maintenance Agreement shall run with the land and be binding upon all persons acquiring an interest subsequent to the recording hereof.

DATED this 10 day of Sept <sup>2010</sup>~~August, 2008~~.

Parcel #  
Lot 10.0500 00 2200 00

Lot "

Lot "

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

Lot \_\_\_\_\_

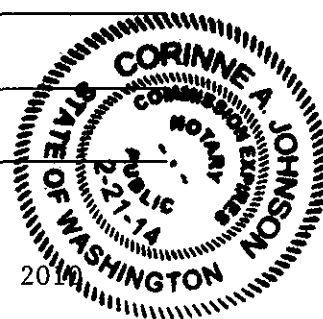
Lot \_\_\_\_\_

✓ Donald C. Rayner  
✓ [Signature]  
✓ [Signature]

State of Washington  
County of Pierce

Subscribed to before me this 10<sup>th</sup> day of September, 2010

Corinne A. Johnson  
Notary Public in and for  
the State of Washington Residing at Puyallup



**EXHIBIT A  
OF EASEMENT MAINTENANCE AGREEMENT**

The West half of the Section 8, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with:

Section 17, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to United States of America by instrument recorded in Book 81, page 774.

Together with:

Government Lots 1, 2, 3 and 4, the East half of the West half and the East half all in Section 18, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with:

Section 19, Township 19 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

Together with:

Section 20, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United State of America by instrument recorded in Book 81, page 774.

Together with:

The North half of the Southwest quarter and the Northwest quarter of Section 21, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United States of America by instrument recorded in Book 81, page 774.

Together with:

Except beginning at the Southwest corner of said Southwest quarter, thence North, along the West line thereof, to the South right-of-way line of Weyerhaeuser Road No. 3500, said point being the True Point of Beginning hereof; thence continuing North, along the West line of said Southwest quarter, to the intersection with the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, thence Southerly, along the Easterly right-of-way line of said Road 3555; to the North right-of-way line of said Road 3500; thence South to the South right-of-way line of said Road 3500; thence West, along the South right-of-way line of said Road 3500, to the True Point of Beginning hereof.

Together with:

That portion of the **Southwest quarter of Section 26, Township 10 North, Range 4 East** to the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said Southeast quarter, thence West along the South line thereof, to the intersection with the East right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Easterly, along the Easterly and Southerly right-of-way line of said Road No. 3500, to the East line of said Southeast quarter; thence South along said East line, to the point of beginning hereof.

Also that portion of the **East half of Section 26, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said East half, thence North, along the East line thereof, to the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, said point being the True Point of Beginning; thence Northerly, Easterly, and Southerly, along the Easterly and Southerly right-of-way line of said Road No. 3555 to the intersection with the Southerly line of Weyerhaeuser Road No. 3561; thence Easterly, along the Southerly line of said Road No. 3561, to the intersection with the southerly prolongation of the West line of Weyerhaeuser Road No. 3561-C; thence North, along said prolongation and the West line of said Road No. 3561-C to the North road end thereof; thence Northwesterly, 165 feet, more or less, to the intersection of the center of a draw containing an unnamed Creek, to the intersection of the North line of said Section 26; thence East along the North line of said Section 26, to the Northeast corner thereof; thence South along the East line of said Section 26, to the Northeasterly right-of-way line of said road No. 3555 and the True Point of Beginning hereof.

Together with:

That portion of the **Northeast quarter of Section 35, Township 10 North, Range 4 East** of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

**EXHIBIT B  
OF EASEMENT MAINTENANCE AGREEMENT**

Section 19, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United States of America by instrument recorded in Book 81, page 774.

Together with:

The fractional North half of Section 30, Township 10 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.

EXCEPT that portion conveyed to the United States of America by instrument recorded in Book 81, page 774.

Together with:

That portion of the East half of Section 24, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington described as follows, to wit:

Beginning at the Southeast corner of said Section 24; thence North, along the East line thereof, 4,225 feet, more or less, to the thread of the North Fork of Schultz Creek, being the Creek flowing Northwesterly out of Forest Lake; thence continuing North along said East line, 140 feet, more or less, to the thread of an unnamed creek; thence Southwesterly along the thread of said unnamed creek, to the thread of said North Fork of Schultz Creek; thence Westerly along the thread of said Creek to the intersection with the Northerly extension of the Easterly right-of-way line of Weyerhaeuser Road No. 3922; thence Southerly and Westerly to and along said Easterly and Southerly right-of-way line, to the intersection with the thread of an unnamed creek flowing Westerly and Northerly out of Elk Lake; Thence Southeasterly along the thread of said creek flowing out of Elk Lake 270 feet more or less to the intersection with the thread of an unnamed creek, thence South along the thread of said unnamed creek to the South line of said Section 24; thence East along said South line, to the point of beginning thereof.

Together with:

The North half and the Southwest quarter of Section 25, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington.

Except beginning at the Southwest corner of said Southwest quarter; thence North, along the West line thereof, to the South right-of-way line of Weyerhaeuser Road No. 3500, said point being the True Point of Beginning hereof; thence continuing North, along the West line of said Southwest quarter, to the intersection with the Northeasterly right-of-way line of Weyerhaeuser Road 3555, thence Southerly, along the Easterly

right-of-way line of said Road 3555, to the North right-of-way line of said Road 3500; thence South to the South right-of-way line of said Road 3500; thence West, along the South right-of-way line of said Road 3500, to the True Point of Beginning hereof.

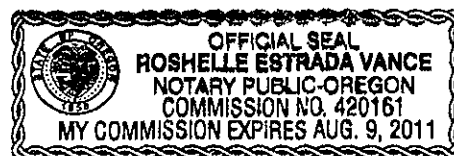
Together with:

That portion of the Southeast quarter of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said Southeast quarter, thence West along the South line thereof, to the intersection with the East right-of-way line of Weyerhaeuser Road No. 3500; thence Northerly and Easterly, along the Easterly and Southerly right-of-way line of said Road No. 3500, to the East line of said Southeast quarter; thence South along said East line, to the point of beginning hereof.

Also that portion of the East half of Section 26, Township 10 North, Range 4 East of the Willamette Meridian, Cowlitz County, Washington, described as follows, to wit:

Beginning at the Southeast corner of said East half, thence North, along the East line thereof, to the Northeasterly right-of-way line of Weyerhaeuser Road No. 3555, said point being the True Point of Beginning; thence Northerly, Easterly, and Southerly, along the Easterly and Southerly right-of-way line of said Road No. 3555 to the intersection with the Southerly right-of-way line of Weyerhaeuser Road No. 3561; thence Easterly, along the Southerly line of said Road No. 3561, to the intersection with the southerly prolongation of the West line of Weyerhaeuser Road No. 3561-C; thence North, along said prolongation and the West line of said Road No. 3561-C to the North road end thereof; thence Northwesterly, 165 feet, more or less, to the intersection of the center of a draw containing an unnamed Creek; thence Northerly along said draw and the thread of said unnamed Creek, to the intersection of the North line of said Section 26; thence East along the North line of said Section 26, to the Northeast corner thereof; thence South along the East line of said Section 26, to the Northeasterly right-of-way line of said Road No. 3555 and the True Point of Beginning hereof.



STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )

ON THIS DAY PERSONALLY APPEARED BEFORE ME

Barry J. Butcher

TO ME KNOWN TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE  
WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE/SHE/THEY  
SIGNED THE SAME AS HIS/HER/THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE  
USES AND PURPOSES THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14 DAY OF September  
2002010.

Roshelle Estrada Vance  
NOTARY PUBLIC IN AND FOR THE STATE OF  
OREGON  
RESIDING AT Portland, Oregon  
MY COMMISSION EXPIRES August 9, 2011