

When recorded return to:  
Gregory J. Lawless  
The Lawless Partnership, LLP  
6018 Seaview Avenue NW  
Seattle, Washington 98107-2657

### ROAD MAINTENANCE AGREEMENT

GRANTORS: KEITH D. GILSON and JILL GILSON, DANNY A. KINCAID and JUDITH KATHY KINCAID, ~~MARTIN A. TAYLOR, SCOTT T. PHILLIPS and ROBIN FAE SURBER PHILLIPS~~, DAVID E. RITTIERODT and DONNA M. ARNOLD *J.K.*

GRANTEES: KEITH D. GILSON and JILL GILSON, DANNY A. KINCAID and JUDITH K. KINCAID, ~~MARTINA TAYLOR, SCOTT T. PHILLIPS and ROBIN FAE SURBER PHILLIPS~~, DAVID E. RITTIERODT and DONNA M. ARNOLD *J.K.*

PARCEL NOS. 04161508860300; 04161500000100; ~~04161159000100~~, *J.K.*  
*J.K.* ~~04161000003300; 04161100001400~~; 04161400000300;  
04161400000800 *J.K.*

#### Recitals

A. Keith and Jill Gilson own the real property legally described as:

Lot 3, Short Plat No. SPL-2006-86 recorded August 9, 2007 as Auditor's No. 1072128 in the West Half of the Northeast Quarter of the Northeast Quarter of Section 15, Township 4 North, Range 16 East W.M., County of Klickitat, State of Washington.

B. Danny and Kathy Kincaid own the real property legally described as:

The East Half of the Northeast Quarter of the Northeast Quarter of Section 15, Township 4 North Range 16 East, W.M., County of Klickitat, State of Washington.



C. Martin Taylor owns the real property legally described as:

Lot 1 Short Plat No. SP-96-26 recorded December 12, 1996 as Auditor's No. 257042, described as follows:

The Southwest Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 16, W.M., lying South of County Road #34200

EXCEPT the West 444.81 feet and the East 433.14 feet thereof.

ALSO EXCEPT the following parcel:

Beginning at the Southeast corner of said Southwest Quarter of the Southwest Quarter;

Thence North 88°35'13" West 874.27 feet along the South line thereof;

Thence North 00°37'10" East 20.24 feet;

Thence North 88°48'23" East 214.88 feet;

Thence North 70°21'06" 324.97 feet;

Thence along a 200 foot radius curve to the right with a central angle of 64°45'54" a distance of 226.07 feet;

Thence South 44°53'00" East 151.52 to the South line thereof;

Thence South 88°35'13" East 38.06 to the point of beginning.

D. Scott Phillips and Robin Phillips own the real property legally described as:

Parcel 5 as shown on Survey recorded October 1, 1997 as Auditor's No. 1000678 being that portion of the Southwest Quarter of the Southwest Quarter of Section 11, and the South Half of the Southeast Quarter of Section 10, Township 4 North, Range 16 East, W.M., lying Southerly of the South line of County Road No. 3420.

EXCEPT Short Plat No. SP-96-26 recorded December 12, 1996 as Auditor No. 257042

ALSO EXCEPT that portion thereof conveyed to Klickitat County by deed recorded June 30, 1986 as Auditor's No. 202149.



E. David Rittierodt and Donna Arnold own the real property legally described as:

The West Half of the Northwest Quarter of the Northwest Quarter of Section 14, Township 4 North, Range 16 East W.M., County of Klickitat, State of Washington.

F. All of the parties own property which adjoins a roadway that all the parties utilize for access. The roadway is depicted in attached Exhibit A. The parties wish to enter into an agreement regarding the maintenance of said roadway in which set forth their understandings in writing.

### Agreement

FOR CONSIDERATION, the sufficiency of which is acknowledge by the parties, it is agreed as follows.

1. *Agreement to Maintain.* The parties have agreed to share in the cost of maintaining and repairing the roadway described in attached Exhibit A. Maintenance shall include, but not be limited to, the removal of snow and other hazards, grading and graveling.

2. *Allocation of Maintenance Costs.* The owners of the properties described above shall each share in the cost of maintenance of the roadway property equally so that each owner shall pay one-fifth of the cost of maintenance and repair of the roadway. In the event that any lot is subdivided, each new lot created will be responsible for paying the monthly maintenance fee (section 3 below), and each lot owner will have a vote (section 5 below).

3. *Maintenance Work and Payment.* The parties each agree to contribute to a common fund the amount of Ten Dollars (\$10) per month to be applied towards road maintenance and repair. The amount of the monthly payment may be increased, or decreased by a majority vote of the owners. The cost of normal road maintenance and repair will be shared equally by the owners. The cost of improvements or any expenses outside normal costs and repair will be paid only by those owners agreeing to do the work.

4. *Insurance.* Each party is encouraged, though not required, to keep in full force and effect a policy of general liability insurance insuring against any and all claims or liability arising out of the use or maintenance of the area covered by the Road Maintenance Agreement.

5. *Decision Making.* Any decisions regarding the implementation of repairs or maintenance, the monthly fees to be charged, or other matters affecting routine maintenance and repair will be made by a majority vote.



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6. **Severability.** In the event of the invalidation by any court of any reservation, covenant, restriction, limitation or agreement herein contained, the remainder of the agreement shall remain in full force and effect.

7. **Conflicts.** To the extent this agreement modifies any prior documents of record affecting the properties, this Agreement shall control.

8. **Runs With the Land.** This agreement constitutes a covenant running with the land affecting the properties described above and shall be binding upon and inure to the benefit of the respective owners and their heirs, successors, and assigns. The duration of this covenant shall be perpetual.

9. **Attorney Fees.** If any party brings a legal proceeding to enforce or obtain a declaration of its rights under this Agreement the prevailing party in such legal proceeding shall be entitled to recover its reasonable costs and attorneys' fees from the nonprevailing party.

10. **Utility of Title.** It is the intention of the parties that the rights and obligations hereunder shall not be extinguished or terminate solely by reason of existing or future common ownership of the properties.

11. **Entire Agreement.** This Agreement states all the terms and conditions for the Road Maintenance Agreement. All exhibits attached hereto are incorporated herein by this reference. Modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formalities as this Agreement.

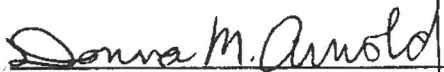
DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

  
\_\_\_\_\_  
KEITH D. GILSON

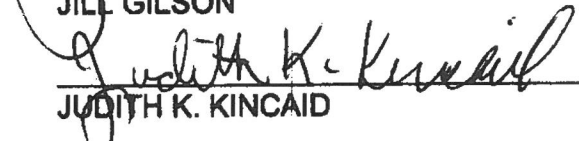
  
\_\_\_\_\_  
DANNY A. KINCAID

NA  
\_\_\_\_\_  
MARTIN A. TAYLOR

NA  
\_\_\_\_\_  
ROBIN FAE SURBER PHILLIPS

  
\_\_\_\_\_  
DONNA M. ARNOLD

  
\_\_\_\_\_  
JILL GILSON

  
\_\_\_\_\_  
JUDITH K. KINCAID

NA  
\_\_\_\_\_  
SCOTT T. PHILLIPS

  
\_\_\_\_\_  
DAVID E. RITTIERODT



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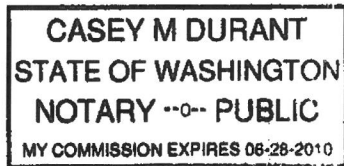
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Klickitat Co.

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **DANNY A. KINCAID**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 08 day of April, 2009.

Please put notary seal inside box



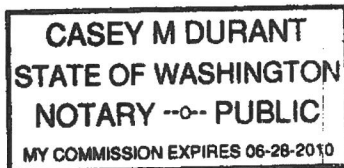
Casey M. Durant  
Please do not sign in 1" margin stop here ✓  
PRINT NAME: Casey M. Durant  
Notary Public for the State of Washington  
My Commission Expires: 6/28/2010

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **JUDITH K. KINCAID**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 08 day of April, 2009.

Please put notary seal inside box



Casey M. Durant  
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Notary Public for the State of Washington  
My Commission Expires: 6/28/2010



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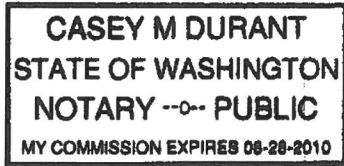
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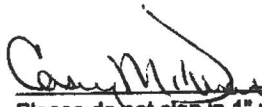
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **KEITH D. GILSON**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of April, 2009.

Please put notary seal inside box



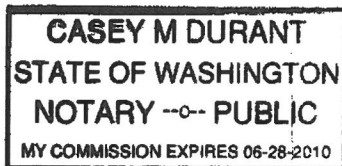
  
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Notary Public for the State of Washington  
My Commission Expires: 6/28/2010

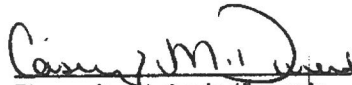
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **JILL GILSON**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of April, 2009.

Please put notary seal inside box



  
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PRINT NAME: Casey M Durant  
Notary Public for the State of Washington  
My Commission Expires: 6/28/2010



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **ROBIN FAE SURBER PHILLIPS**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Please put notary seal inside box

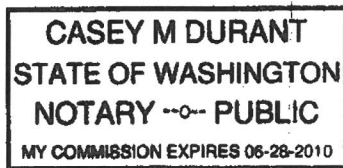
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Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **DAVID E. RITTIERODT** to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of April, 2009.

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*Casey M Durant*  
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Notary Public for the State of Washington  
My Commission Expires: 6/28/2010



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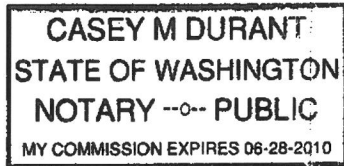
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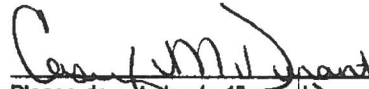
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF )

On this day personally appeared before me **DONNA M. ARNOLD**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of April, 2009.

Please put notary seal inside box



  
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PRINT NAME: Casey M. Durant  
Notary Public for the State of Washington  
My Commission Expires: 6/28/2010

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