

108917

PRIVATE ROAD AGREEMENT

BOOK 118 PAGE 179

DAVID VENES SHORT PLAT
as recorded in Book 3, Page 154 of
Skamania County Auditor's Records

Approach Permit No: 21320-0.121; SHORT RUN (Private)

WHEREAS, it is the opinion of the property owners as shown below in Skamania County, Washington, that it will be in their best interest to retain and maintain the access roadways within the boundaries of the property division shown below as private roadways.

THEREFORE, BE IT RESOLVED that the property owners of said division do retain all roadway areas within said division as private roadways.

FURTHER BE IT RESOLVED that the property owners shall do all construction and maintenance on all roadways in order to assure a safe roadway condition and assume as a corporate group all and total responsibility for such private roadway areas with cost to be shared equally by all property owners and at no expense to Skamania County.

The type of maintenance required and method of collection and disbursement of funds shall be determined at an annual meeting of landowners of this division. This meeting shall be called by proper notice to the landowners.

Assessed costs for road maintenance shall become due and collected at completion of the work. These assessments together with interest, cost, and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.

FURTHER BE IT RESOLVED that the property owners of said division shall, at anytime it becomes necessary to ask Skamania County to assume roadway responsibility within said division, totally design and construct such roadway system within said division to approved County Road Standards at such time and dedicate in total such constructed and approved roadway system to Skamania County.

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

David C. Venes
Dorothy C. Venes

FILE FOR RECORD
SKAMANIA CO. WASH
BY Robert Lee

MAR 16 9 31 AM '90
P. Lowmy
GARY H. OLSON

Registered
Indexed, Sir
Indirect
Filed 3-23-90
Mailed

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee or Trustee's authorized agent, shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, (as amended), at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee, (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto or shall be deposited (less clerk's filing fee) with the clerk of the superior court of the county in which sale takes place.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary shall appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

David E. Green
DAVID E. GREEN
Linda J. Green
LINDA J. GREEN

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared before me
DAVID E. GREEN AND
LINDA J. GREEN
to me known to be the individual 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
day of MARCH 19 90.

Marla J. Peterson
Notary Public in and for the State of Washington,
residing at *Sevenson*

MY COMMISSION EXPIRES 12-6-93

STATE OF WASHINGTON
COUNTY OF

On this day of 19 before me, the undersigned, a
Notary Public in and for the State of Washington, duly commissioned and sworn,
personally appeared

and
to me known to be the President and Secretary,
respectively of
the corporation that executed the foregoing instrument, and acknowledged the
said instrument to be the free and voluntary act and deed of said corporation, for
the uses and purposes therein mentioned, and on oath stated that
authorized to execute the said instrument
and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first
above written.

Notary Public in and for the State of Washington,
residing at

REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when note has been paid.

TO TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated 19

Mail reconveyance to