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BOOK 124 PAGE 755

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY *Planning Dept.*

AUG 23 12 55 PM '91

*P. Lawry*  
RECORDED  
GARY H. OLSON

PRIVATE ROADWAY AGREEMENT  
BARNES SHORT PLAT  
as recorded in Book 3, Page 199 of  
Skamania County Auditor's Records

Approach Permit No. Not required Raven Drive (Private)

WHEREAS, RAVEN DRIVE is a part of Lot 2, BARNES SHORT PLAT HOME VALLEY #7, from SR 14 access to the south boundary of Lot 1, BARNES SHORT PLAT HOME VALLEY #7; and

WHEREAS, Lot 1, BARNES SHORT PLAT #6, has an easement for access and utilities on, over and under RAVEN DRIVE from SR 14 north 115.80 feet; and

WHEREAS, RAVEN DRIVE from the south boundary of Lot 1, BARNES SHORT PLAT HOME VALLEY #7, is a part of said Lot 1;

THEREFORE, BE IT RESOLVED as follows:

1. RAVEN DRIVE is retained as a private roadway;
2. Construction and maintenance shall be allotted on the following basis:
  - a. First 115.80 feet, one third each to aforesaid lots;
  - b. From 115.80 feet north to south boundary of Lot 1, Plat 7, one half each to Lots 1 and 2, Plat 7;
  - c. Remainder of RAVEN DRIVE cost and maintenance burdened to Lot 1, Plat 7.
3. That the type of maintenance required and method of collection and disbursement of funds shall be determined at an annual meeting of landowners of said short plat, to be held at such time and place as shall be agreed upon by a majority of the landowners;
4. That assessed costs for road maintenance shall become due and collectable upon completion of the work;
5. That such assessments shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.
6. Any liability of the parties for personal injury to any workman employed to make repairs under this agreement, or to any third party, or for damage to the property of such person, as a result of or arising out of repairs or maintenance under this agreement, shall be borne, as between the parties, in equal amounts.
7. This agreement shall run with the land, and the rights, duties and obligations hereunder shall inure to the benefit of, and constitute a burden on, the heirs, successors and assigns of the parties hereto.

Dated this 25<sup>th</sup> day of July, 1991.

*Robert W. Barnes*  
ROBERT W. BARNES

*Blanche A. Barnes*  
BLANCHE A. BARNES

Registered  
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Indirect  
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