

123116

BOOK 151 PAGE 953

BEAR CREEK LANE ROAD MAINTENANCE AGREEMENT

1. **Parties.** The parties to this agreement are the owners of all lots and parcels of real property for which access to said lots or parcels is now or will be via that certain private road located in the Northwest quarter of the Northeast quarter of Section 8, Township 3 North, Range 8 East, Willamette Meridian, known as Bear Creek Lane, as shown on the attached "Schedule A", which is incorporated by reference hereto.

This agreement is intended to bind said parties and all persons claiming by or through them, including their heirs and assigns. All parties agree that this agreement shall be filed with the Skamania County Auditor and shall have the same force and effect as a covenant running with the land. The initial signatures, parties, and their respective ownerships of the subject land are GARY R. HEGEWALD and JUDITH HEGEWALD, husband and wife, as to Lots 3 and 4 of the GARY HEGEWALD SHORT PLAT #1, as shown on attached "Schedule A", and Lots 1, 2, 3 of the proposed GARY HEGEWALD SHORT PLAT #2, as shown on attached "Schedule B"; and JOHN H. OSTENSON and NOMA A. OSTENSON, husband and wife, as to Tax Lot 600 in 3-8-5, as shown on "Schedule C"; all of said schedules being incorporated herein by reference.

2. **Consideration.** The consideration which supports this agreement is the mutual benefits flowing to each user of Bear Creek Lane. Each party acknowledges that the shared uses, repair and maintenance of said road are beneficial to all parties.

3. **Purposes.** The parties intend that this agreement to designate which lots and parcels have the right to use said road and:

- a. The extent of said use;
- b. Limitations on said use;
- c. The maintenance obligations;
- d. The procedures for determining when and how much maintenance to be performed;
- e. The manner of sharing costs;
- f. The procedures for enforcement of this agreement including the collection of maintenance and repair assessments.

4. **Definitions.**

ROAD MAINTENANCE AGREEMENT
Page 1 of 5 Pages

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Robert Lack*

DEC 23 9 01 AM '95

G. Olson
AUDITOR
GARY M. OLSON

Registered	✓
Indexed, Cir	✓
Indirect	✓
Filmed	
Mailed	

- a. Bear Creek Lane. The entire private road extending from Bear Creek Road at MP 2, southerly across Bear Creek for a distance of 478 feet.
- b. West Bear Creek Lane. That portion of said road lying between Bear Creek Road and the western bank of Bear Creek.
- c. East Bear Creek Lane. Beginning at the easterly end of Bear Creek Bridge and running southeasterly for a distance of 250 feet.
- d. South Bear Creek Lane. Beginning at a point on East Bear Creek Lane that is 250 feet southeasterly of the east end of Bear Creek Bridge, thence southerly to the end of Bear Creek Lane.
- e. Bear Creek Bridge. That certain bridge located on Bear Creek Lane crossing Bear Creek.
- f. Initial Parties' Signature. GARY R. HEGEWALD and JUDITH HEGEWALD, husband and wife; and JOHN H. OSTENSON and NOMA A. OSTENSON, husband and wife.
- g. Future Parties. The purchasers, assigns and heirs of the parties' signature of the parcels and/or lots composing the subject real property.
- h. Subject Real Property. Lots 3 and 4 in the GARY HEGEWALD SHORT PLAT #1, and all lots in the proposed GARY HEGEWALD SHORT PLAT #2, located in Section 8, Township 3 North, Range 8 East, Willamette Meridian, Skamania County, Washington; and Tax Lot 600 located in Section 5, Township 3, Range 8 East, Willamette Meridian, Skamania County, Washington, lying west of Bear Creek, recorded in Book 45, Page 202 of Deeds, records of Skamania County Auditor, as OSTENSON #1, and that portion of the same property lying east of Bear Creek hereinafter called OSTENSON #2.
- i. GARY HEGEWALD SHORT PLAT #1. An existing short plat as shown in Short Plat Book 2 of Surveys at page 188 on September 19, 1980, records of Skamania County.
- j. GARY HEGEWALD SHORT PLAT #2. A proposed short plat as shown on the attached "Schedule B", incorporated by reference, as it is proposed or as it is finally approved by Skamania County.
- k. Future Divisions. The redivision of the existing parcels as they exist in July of

1995, or proposed as per "Schedule B", into additional smaller parcels so as to increase the number of users on Bear Creek Lane.

1. Permitted Users. Lots 3 and 4 of the GARY HEGEWALD SHORT PLAT #1 and Parcel #1 of JOHN H. OSTENSON, subject to sharing in the maintenance and repair of this portion of said road these lots shall have unlimited use of West Bear Creek Lane in common with others..

Lots 1, 2 and 3 of the GARY HEGEWALD SHORT PLAT #2 and that portion of the OSTENSON property lying east of Bear Creek known as Parcel #2 of the OSTENSON property shall have the right to use all of West Bear Creek Lane and East Bear Creek Lane, subject to this road maintenance agreement.

Lot #3 of the GARY HEGEWALD SHORT PLAT #2 shall have the sole right to use South Bear Creek Lane and the right to use East and West Bear Creek Lane in common with others.

5. Restrictions On Use.

- a. All lots or parcels which the owners of which are more than 60 days delinquent on maintenance and/or repair assessments may be enjoined from further use of Bear Creek Lane until such delinquency is cured.
- b. Logging trucks or equipment shall be limited to the logging and clearing of the land and belonging to the permitted users, subject to any special assessments for damage to the road or bridge.
- c. No redivision of land Southeast of Bear Creek Bridge that would render said bridge sub-standard because of the number of residences or parcels served without the person subdividing assuming the cost of upgrading Bear Creek Bridge.

6. Enforcement Actions. All enforcement actions may be instituted by any lot or parcel owner bringing an action in the Superior Court of Skamania County on this contract, and the party seeking to enforce this covenant shall be entitled to their costs and attorney's fees from the party, or parties, found to be delinquent. No attorney's fees or costs shall be awarded against such plaintiffs unless such action is found to have been frivolous.

7. Maintenance and Repair Assessments. During the month of April of each year, any road user may initiate a road maintenance and repair report by submitting to each parcel owner through regular mail addressed to the address on file at the County Treasurer's Office for said owner,

a proposal for the repair and maintenance of all or any portion of Bear Creek Lane. Said proposal must include a cost estimate based on the following formula:

- Location of proposed maintenance of repair;
- Work to be performed;
- Total estimated cost per section of road;
- Proposed parcels to be assessed and amount of assessment;
- Extraordinary assessment.

Examples:

- Location: Bear Creek Lane;
- Work to be performed: Gravel and grade entire road;
- Total estimated cost per section of road: \$4,000.00 for West Bear Creek Lane, \$2,000.00 for East Bear Creek Lane, \$1,000.00 for South Bear Creek Lane; Total = \$7,000.00.

Proposed Assessments:

<u>West Bear Creek Lane</u>	
Lots 3 and 4, HEGEWALD SP#1	$2/7 \times \$4,000.00 = \$1,142.85$
West OSTENSON	$1/7 \times \$4,000.00 = \$ 571.43$
East OSTENSON	$1/7 \times \$4,000.00 = \$ 571.43$
Lots 1 and 2, HEGEWALD SP #2	$2/7 \times \$4,000.00 = \$1,142.85$
Lot 3, HEGEWALD SP #2	$1/7 \times \$4,000.00 = \$ 571.43$
Total	\$4,000.00
<u>East Bear Creek Lane</u>	
Lots 3 and 4, HEGEWALD SP #1	$0 \times \$2,000.00 = \$$
West OSTENSON	$0 \times \$2,000.00 = \$$
East OSTENSON	$1/4 \times \$2,000.00 = \$ 500.00$
Lots 1 and 2 HEGEWALD SP#2	$1/2 \times \$2,000.00 = \$1,000.00$
Lot #3 of HEGEWALD SP#2	$1/4 \times \$2,000.00 = \$ 500.00$
Total	\$2,000.00

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South Bear Creek Lane

Lots 3 and 4, HEGEWALD SP #1	0	x \$1,000.00 = \$
West OSTENSON	0	x \$1,000.00 = \$
East OSTENSON	0	x \$1,000.00 = \$
Lots 1 and 2, HEGEWALD SP #2	0	x \$1,000.00 = \$
Lot 3 of HEGEWALD SP #3	1	x \$1,000.00 = \$1,000.00
Total		\$1,000.00

- c. Extraordinary special assessment to any person whose use of the road or bridge has caused damages beyond ordinary wear and tear, such as log hauling.

8. Acceptance/Rejection of Proposed Work. Said notice shall allow the recipient ten (10) days to respond with a "yes" or "no" vote for the proposed work. The response must be addressed to the return address appearing on the notice of the originator.

If the owners of lots or parcels that would be assessed an amount when combined equals or exceeds 60% of the estimated cost vote "yes", then the project may be let, provided it shall not exceed the estimated cost by more than 10% and all costs shall be shared as outlined above.

If the total "yes" vote is comprised of property owners who would be assessed a combined amount under 60% of the total, then such repair or maintenance shall not be authorized and may only be done by those wishing to pay for the same without contribution or reimbursement from those voting "no".

9. Addition Divisions. Each parcel that redivides shall cause all purchasers of any newly created lots to take said lot subject to this road maintenance agreement, and such new owner must agree to assume a proportionate share of the road maintenance and repair cost computed in a like manner. That is, if Lot 3 of HEGEWALD SHORT PLAT #2 were redivided into two lots, then each of said lots would be responsible for 1/8th of the total cost of West and East Bear Creek Lanes and 50% each of South Bear Creek Lane.

Dated this 16th day of August, 1995.


GARY HEGEWALD


JUDITH HEGEWALD


JOHN H. OSTENSON


NOMA A. OSTENSON

BOOK 2 SBLT PKF

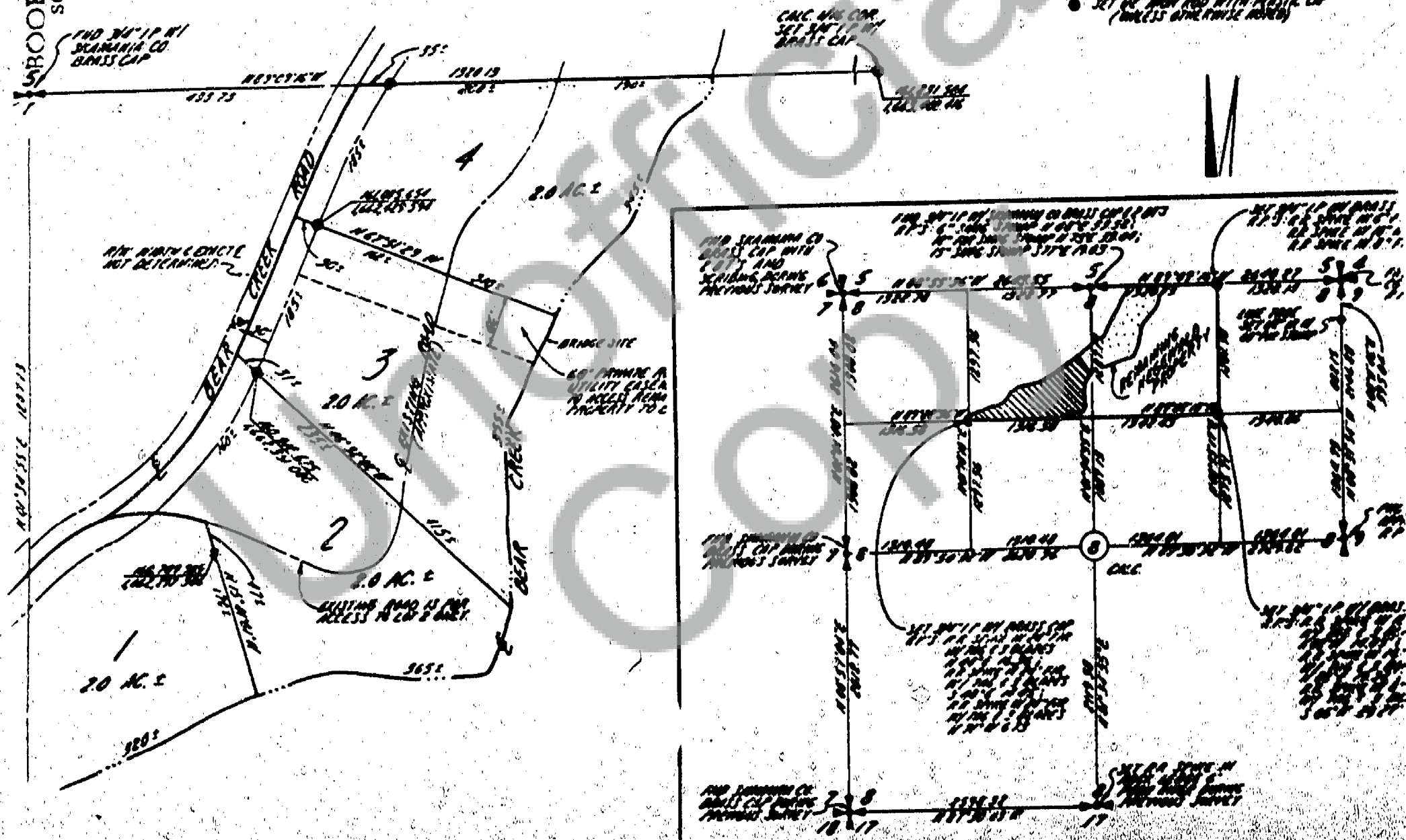
Page 188


AF 91280

9/19/80

NE 1/4, NW 1/4, &
NW 1/4, NE 1/4, SEC. 8
T3N, R8E, W.M.

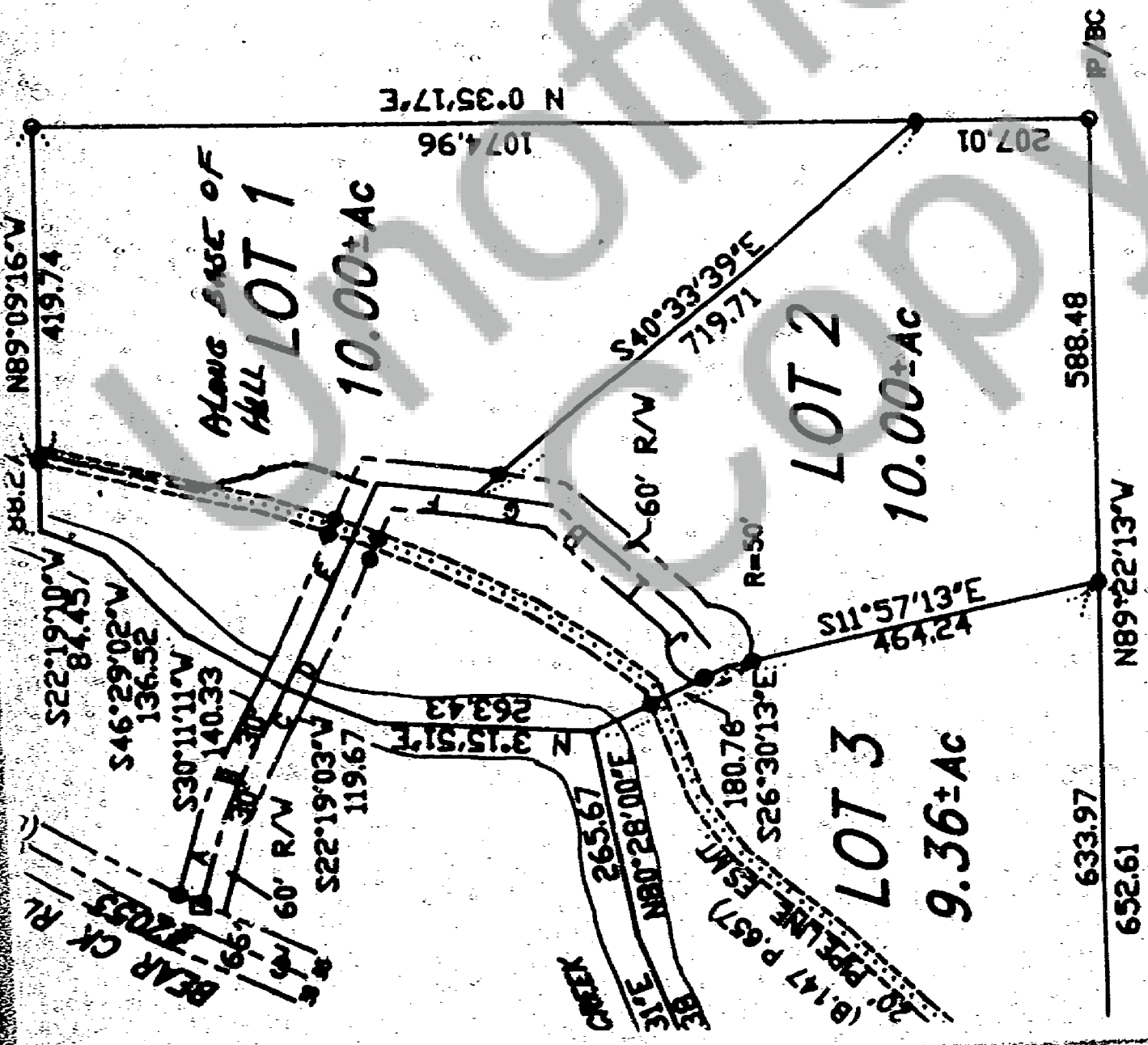
● SET 40" IRON ROD WITH PLASTIC CAP
(UNLESS OTHERWISE NOTED)



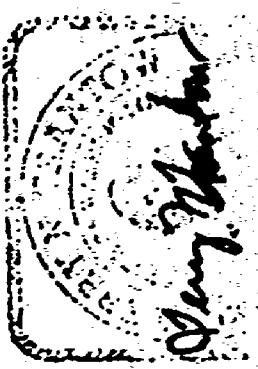

 N89°22'13"V
 VICINITY
 No 50

TRAVERSE STATEMENT & SURVEY NARRATIVE:
 A closed field traverse for the parcel shown was
 10" total station and related measuring equipment
 state standards (MAC 332-130-090) at the time
 Acceptable row closure in excess of 1:5000 was
 adjustment procedure to obtain mathematical clo-
 for this project was conducted during April 12-A
 encroachments were noted during the conduct of

SEG	BEARING	DIST
A	S73°43'03"E	110.20
B	S66°46'21"E	88.44
C	S62°09'23"E	71.84
D	S62°31'15"E	53.19
E	S64°23'33"E	256.00
F	S7°23'40"V	120.42
G	S9°59'00"V	93.60
H	S42°45'50"V	80.14
I	S42°02'19"V	115.81
J	S52°52'09"V	55.21



Road & utility easements and
 Road Maintenance Agreement
 recorded in Vol. ___ of Pages ___
 of Deeds, records of Skamania Co.



SCHEDULE "C"

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$N 00^{\circ} 43' 43" E$

1323.22

2646.54

1323.27

2644.74

1322.37

1322.37

1317.10

400

300

BEAR CREEK RD.

CREEK

1324.30

508.55 N. E. 2645.42

$N 01^{\circ} 34' 55" E$
549.41

508.03 N. E. 2640.27

1320.14

3-9

140

REVISED

SKAMANIA COUNTY
WASHINGTON

SEC.