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FILED FOR RECORD
SKAMAHIA CO. WASH
BY Planning Dept

MAY 5 12 20 PM '97

G. Olson
AUDITOR
GARY M. OLSON

RETURN ADDRESS:

George & Ellen Henriksen
3510 NE 4th Ave
Canas, WA 98607

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement
for Canyon Creek Shortplat
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Henriksen, George & Ellen
- 2.
- 3.
- 4.

☐ Additional Names on page ____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Public, The
- 2.
- 3.
- 4.

☐ Additional Names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Section 35 T2N, R5E W.M

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Vol 3 Pg 297 of Short Plats / Canyon Creek Estates

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

2-5-35-860

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

By _____
Indexed, Sir _____
Checked _____
Date _____
File _____

**ROAD MAINTENANCE AGREEMENT
FOR MILL LANE, a private road.**

1. The undersigned is the owner of all lots described in the short plat known as Canyon Creek Estates according to the plat thereof recorded in Skamania County, Washington and hereby designates and declares **Mill Lane** to be a private road as defined in Skamania Code, Chapter 12.03.
2. All lots in the Canyon Creek Estates short plat and in the future **Mill Lane** Estates short plat and the remainder acreage abutting on **Mill Lane** whether using it for primary access or not shall share equally in the maintenance of the private road. Should any lot be further divided, the new lots will pay their equal share. This agreement shall run with the land and shall be binding upon and inure to the benefit of all persons and/or entities, successors, assigns and all persons and/or entities who acquire title or ownership rights in any of the lots and shall be a part of all transfers and conveyances of the property as if set forth fully in such transfers and conveyances.
3. All lot owners are responsible for the maintenance of **Mill Lane** and shall maintain said road in good passable condition under all traffic and weather conditions. Maintenance shall consist of, at a minimum, the annual filling of potholes, ruts, gullies etc. that make travel difficult and as a majority of the lot owners agree, grading, graveling, rocking, trenching and ditching. The costs for maintenance, repair and restoration shall be assessed equally against each lot owner along said private road regardless of lot size.
4. None of the lot owners having a right to use the road shall have a right to reimbursement for expenses incurred for maintenance and/or repairs in excess of \$150.00 in any calendar year without having first obtained the written approval of a majority of the lot owners.
5. Should the road become damaged by the activities of a lot owner (including employees, agents, contractors, family members or deliveries) that lot owner shall be responsible for repairing the damage immediately.
6. In the event any parties acquiring property interests subject to this agreement are unable to agree as to any matter covered by this agreement, including but not limited to the necessity for road repair or maintenance, the dispute shall be decided by a single arbitrator who shall direct any settlement deemed equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request by any party bound by this agreement. The decision of the arbitrator shall be final, binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington and the losing party shall pay all costs of the arbitration and subsequent enforcement proceedings including reasonable attorney's fees as may be set by the court.
7. The lot owners shall meet annually and decide on the amount of funds needed for the maintenance of the road by majority vote and a date by which each assessment is to be paid. A

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treasurer may be elected to administer and disburse the funds in accordance with the vote of the lot owners. For purposes of this road maintenance agreement, each lot shall be entitled to one vote regardless of how title may be held. However, voting rights of lot owners who are delinquent in paying assessments or complying with arbitration decisions shall be suspended until full payment and compliance.

8. Any lot owner who becomes delinquent in the payment of assessments under this agreement for a period of 30 days or more shall be required to contribute a late penalty of \$5.00 per day to the road maintenance fund. Should payment not be made within 45 days any or all lot owners shall be entitled to seek any legal remedy available for the collection of said amounts. The prevailing party in any law suit shall be entitled to judgment including reasonable attorney's fees and costs.

9. If any provision of this agreement is held invalid for any reason, then the remainder of this agreement will still remain in full force and effect.

Ellen M. Henriksen

Ellen M. Henriksen

Owner of lots 1,2,3,4 and remainder.

On this 3rd day of October 1996 personally appeared before me, Ellen M. Henriksen, who signed the above as her free and voluntary act and deed for the uses and purposes stated therein.



Judy Taylor
Notary Public in and for the State of
Washington, residing at Camden
Commission expires: 1-10-99