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FILED FOR RECORD
SKAMMIA CO. WASH
BY Planning Dept.

JUL 2 11 09 AM '97

P. Olson
AUDITOR
GARY M. OLSON

RETURN ADDRESS:

Jim Boaz
P.O. Box 96
Underwood, WA 98651

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement
2. Lupine Lane
- 3.
- 4.

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

1. Howard Scoter
2. Jim Boaz
3. Matthew Bronsen
- 4.

☐ Additional Names on page ____ of document.

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

1. Skamania County
2. Mossy Rock Short Plat
3. Bronsen Short Plat
- 4.

☐ Additional Names on page ____ of document.

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

Section 22, T3N, R10E, W1M.

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Vol 3 of Short Plats Pages 301 and 302

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-10-22-190

☐ 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.

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ROAD MAINTENANCE AGREEMENT FOR LUPINE LANE (PRIVATE)

1. All lots using Lupine Lane (private) for access to their property will share equally in the maintenance of the private road. If any lot is 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 parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.

2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:
The said lot owners are responsible for the maintenance of Lupine Lane (private) and the parties agree that Lupine Lane will be maintained in good, passable condition under all traffic and weather conditions. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all landowners served by said private road.

3. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.

4. If the road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible of repairing the damage at his own expense.

5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and 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 in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

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6. Road maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements:

A. Each lot owner as stipulated in Item 1 shall be entitled to one (1) vote.

B. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

C. Said lot owners by a majority vote may elect a President and a Secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done.

Howard E. Sooter
Signature landowner

18 June 97
Date

71 Circle Dr.
Address

Underwood, wa
City/State

Myrtle B.
Signature landowner

6/18/97
Date

62011 SR. 14
Address

Underwood W.
City/State

J. B. B.
Signature landowner
Box 96
Address

6/18/97
Date

Underwood, wa
City/State

Canalier Bony by J. B. B. P.O.A.
Signature landowner
Box 96
Address

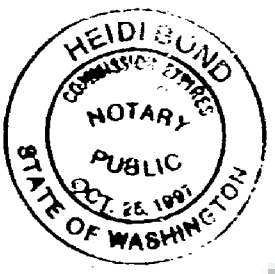
6/18/97
Date

Underwood, wa
City/State

STATE OF WASHINGTON, }
County of Klickitat } ss. ACKNOWLEDGMENT - Individual

On this day personally appeared before me Howard E. Saxton and Matthew
Barton to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they
signed the same as thru free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18 day of June, 1991



Heidi Bond
Notary Public in and for the State of Washington,
residing at Whitman
My appointment expires 10-25-97

STATE OF WASHINGTON, }
County of _____ } ss. ACKNOWLEDGMENT - Corporate

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 (if any) 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 _____
My appointment expires _____

This jurat is page _____ of _____ and is attached to _____ dated _____

STATE OF WASHINGTON, } ss
 County of _____

ACKNOWLEDGMENT - Attorney in Fact

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the individual who executed the foregoing instrument as Attorney in Fact for _____ and acknowledged that (he/she) signed the same as (his/her) free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.


 Notary Public in and for the State of Washington,
 residing at _____
 My appointment expires _____

STATE OF WASHINGTON, } ss
 County of Klickitat

ACKNOWLEDGMENT - Self & Attorney in Fact

On this 18 day of June, 1997, before me personally appeared Samuel R. Bear to me known to be the individual described in and who executed the foregoing instrument for him self and as Attorney in Fact for Carolyn J. Bear and acknowledged that he signed and sealed the same as his free and voluntary act and deed for him self and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

GIVEN under my hand and official seal the day and year last above written.



Heidi Bond
 Notary Public in and for the State of Washington,
 residing at White Salmon
 My appointment expires 10-25-97

This jurat is page _____ of _____ and is attached to _____ dated _____