

128559

BOOK 166 PAGE 819

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept.

JUL 2 11 23 AM '97

O'Leary  
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.
3. Mossy Rock Road
- 4.

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

1. Howard Sooter
2. Jim Boaz
- 3.
4. Matthew Bronson

Additional Names on page \_\_\_\_\_ of document

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

1. Skamania County
- 2.
3. Bronson Short Plat
- 4.

Additional Names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: 1E, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Section 22 of T3N, R10E, WM

Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Vol 3 of Short Plats on Page 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.

000304

ROAD MAINTENANCE AGREEMENT FOR MOSSY ROCK ROAD (PRIVATE)

1. All lots using Mossy Rock Road (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 Mossy Rock Road (private) and the parties agree that Mossy Rock Road 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.

000305

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.

UNOFFICIAL COPY

000306

[Signature]  
Signature landowner

6/18/97  
Date

60291 S.R.H  
Address

Underwood Wa  
City/State

[Signature]  
Signature landowner

6/18/97  
Date

Box 96  
Address

Underwood, wa  
City/State

Candace Boy by JLB Boy P.O.A  
Signature landowner

6/18/97  
Date

Box 96  
Address

Underwood, wa  
City/State

\_\_\_\_\_  
Signature landowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

UNOFFICIAL COPY

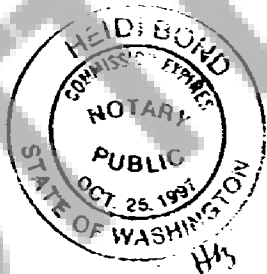
200307

STATE OF WASHINGTON )  
                              ) Richard     ) ss:  
COUNTY OF SKAMANIA )

On this day personally appeared before me, Matthew  
~~Benson~~ to me known to be the individual described in and who  
executed the within and foregoing instrument, and acknowledged  
that he signed the same as his free and voluntary act and deed  
for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this 18<sup>th</sup>  
day of June, 1997.

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



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STATE OF WASHINGTON, }  
County of \_\_\_\_\_ } ss

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/hers) 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.

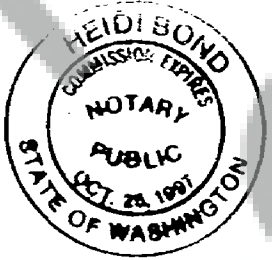
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON, }  
County of Klickitat } ss

ACKNOWLEDGMENT - Self & Attorney in Fact

On this 18 day of June, 1997, before me personally appeared James R. Boaz 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. Boaz and acknowledged that she signed and sealed the same as she free and voluntary act and deed for him self and also as she 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 Heidi Bond  
Notary Public in and for the State of Washington,  
residing at Whit-Salmon  
My appointment expires 10-25-97

This jurat is page \_\_\_\_\_ of \_\_\_\_\_ and is attached to \_\_\_\_\_ dated \_\_\_\_\_