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BOOK 168 PAGE 156

FILED FOR RECORD
SEALING WASH
BY Planning Dept.

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P. Lowry
AUDITOR
GARY M. OLSON

RETURN ADDRESS

Clifford McGuire
1 Underhill Rd.
Mill Valley, CA 94941

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement for Vista Ridge Drive
- 2.
- 3.
- 4.

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

1. Clifford McGuire
- 2.
- 3.
- 4.

☐ Additional Names on page ____ of document.

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

1. Carson View Acres Short Plat
- 2.
- 3.
- 4.

☐ Additional Names on page ____ of document.

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

Section 29, T3N, R9E, W.M.

☐ Complete legal on page 3 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Book 3 Page 308-9 of Carson View Acres Short Plat☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-29-500

☐ 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.

Road Maintenance Agreement for Vista Ridge Drive Pvt. Rd.

The undersigned own or have an interest in real property located on Vista Ridge Drive Pvt. Rd., which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03.

Maintenance Agreement

1. The owners of each parcel of land bordering Vista Ridge Drive Pvt. Rd. (including their successors in interest) hereinafter called "landowners" shall be responsible on a pro-rata basis for the cost of maintaining and repairing the road.
2. All landowners (including but not limited to, his/her guests, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private roadway shall be used for the common benefit of all landowners. If one of the landowners (including, but not limited to his/her guests, employees or agents) inflicts damage to the road, i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that land owner to promptly pay for the cost of repairing the road.
3. The landowners that are bound by this agreement shall meet at the property on the first of April of each year (or at such a time and place as set by majority vote). Each year they shall: (1) decide what maintenance and repair work needs to be done for the coming year; (2) decide who shall be in charge of arranging for the repair work to be done; (3) appoint a treasurer to collect the funds needed for the repair work.
4. In the event that the parties are unable to agree as to the matters covered by this agreement, including but not limited to the necessity for the road repair or road maintenance work, the dispute shall be settled by a single arbitrator who 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 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.
5. This agreement shall be binding upon the heirs, successors or assigns hereof, shall be appurtenant to and run with the land described herein, and, no land bordering on Vista Ridge Drive Pvt. Rd. shall be sold or transferred without reference on the face of the conveying instrument to this agreement.
6. Vista Ridge Drive Pvt. Rd. is located in the Cannon View Acres short plat.

7. All landowners shall be entitled to the use and benefit of that certain private road known as "Flint Way" and shall be entitled to the benefits, and shall be bound to the obligations for pro rata payments and all other provisions, of that certain Road Maintenance Agreement governing the maintenance of Flint way, a copy of which is attached, as the same is now and as it may be hereafter be amended.

8. The foregoing agreement shall constitute a covenant running with and binding upon the lands and all subsequent owners thereof lying and being in Skamania County, State of Washington and more particularly described as set forth on Exhibit "A" attached hereto.

In Witness Whereof the undersigned, being owners of a Lot or Lots in the above described real property, have executed this agreement binding their heirs, successors and assigns this ____ day of June, 1996.

Owners of Lot(s) _____

Clifford McGuire
Signature

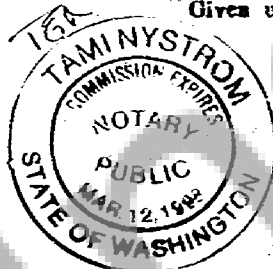
Owners of Lot(s) _____

Signature

State of Washington)
County of Klallam) ss.

This is to certify that on this day below written appeared before me
CLIFFORD F. MCGUIRE
to me known to be the person(s) named in the within and foregoing instrument and did acknowledge to me that (they, he, she) signed the same as (their, his, her) free and voluntary act and deed for the uses and purposes above mentioned.

Given under my hand this 23rd day of Aug. 1996.



Tami Nystrom
Notary Public in and for the State of
Washington, residing at White Salmon

Exhibit 'A'
Description of Total Parcel

A parcel of land situate in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 29, T3N, R8E, W.M., in Skamania County, Washington and described as:

Beginning at a point on the north line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying N 89-13-54 W, 324.47 feet from the northeast corner thereof, thence S 17-59-15 E, 441.73 feet to an iron rod; thence S 63-56-49 W, 216.30 feet to the centerline of an easement for transmission lines and access, including the terms and provisions thereof, recorded in Book 51 at Page 225 of Deeds; thence N 38-40-56 W, 645.81 feet to said north line of SW $\frac{1}{4}$ NE $\frac{1}{4}$ thence S 89-13-54 E, 469.13 feet to the Point of Beginning; EXCEPTING THEREFROM that portion lying within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission line; SUBJECT TO easement for gas pipeline, including the terms and provisions thereof, recorded in Book 40 at page 430 of Deeds; TOGETHER WITH an easement of 30 feet in width for access and utility purposes from FLINT WAY private road; ALSO TOGETHER WITH an easement over said FLINT WAY to Wind River Highway; ALSO SUBJECT TO a Road maintenance Agreement over said FLINT WAY; ALL records of said County.