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BOOK 181 PAGE 815

FILED FOR RECORD
SKAMIA COUNTY WASH
BY Planning Dept.
SEP 30 2 34 PM '98
P. Lowry
AUDITOR
GARY M. OLSON

RETURN ADDRESS:

Clifford F. McGuire
1 Underhill Rd
Mill Valley, Ca. 94941

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement
2. Beaudry Drive
- 3.
- 4.

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

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

Additional Names on page ____ of document.

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

1. MCGUIRE SP
- 2.
- 3.
- 4.

Additional Names on page ____ of document.

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

Beaudry Dr. is located in the McGuire Short Plat
w/1/2SW/4NE/4 IN SECTION 29, T3N, R8E W.M.
SKAMIA COUNTY, WA.

Complete legal on page 2,3 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Book 2 page 335 of MCGUIRE SP

Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-29-502

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.

AFTER RECORDING MAIL TO:

Clifford F. McGuire
1 Underhill Road
Mill Valley, CA 94941

BEAUDRY DRIVE ROAD MAINTENANCE AGREEMENT

The undersigned own or have an interest in property located on Beaudry Drive, which is designed 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 Beaudry Drive (including their successors in interest hereinafter called "Landowners", shall be responsible on a prorate basis for the cost of maintaining and repairing the road.
2. All the landowners (including but not limited to his or 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 his or her guests, employees or agents) inflicts damages to the road, i.e. personally, or through deliveries made (such as a truck making deliveries in wet weather), it is the sole responsibility of the Landowner to promptly pay 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 each year (or at such time and place as set by a majority vote). Each year they shall: (a) decide what maintenance and repair work needs to be done for the coming year; (b) decide on who shall be in charge of arranging for the repair work to be done; (c) 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 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 fees in an amount to be set by the court.

5. This agreement shall be binding upon the heirs, successors and assigns hereof, shall be appurtenant to and run with the land described herein, and, no land bordering on Beaudry Way shall be sold or transferred without reference on the face of the conveying instrument to this agreement.
6. Beaudry Way is located in the McGuire Short Plat in the W1/2SW1/4NE1/4 in Section 29, T3N, R8E, W.M., Skamania County, Washington.

Dated August 11, 1998

Clifford F. McGuire
Clifford F. McGuire

Subscribed and Sworn to before me this 11th day of August, 1998.

Peggy B. Lowry
Notary

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES 2-23-99

UNOFFICIAL COPY