

139228

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RETURN ADDRESS:

Ellen Henriksen
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SKIMAS & CO. WASH
BY *E. Skimas*

SEP 26 1 06 PM '00

G. Skimas
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement (Supplemental)

2.

3.

4.

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

1. Henriksen, Ellen M.

2. Henriksen, John R.

3.

4.

☐ Additional Names on Page _____ of Document.

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

1. Mill Lane Estates

2. Canyon Creek Estates

3. Mill Lane

4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)

Lots 1, 2, 3, 4 Mill Lane Estates Vol 3 pg 323

Lots 1, 2, 3 Canyon Creek Estates Vol 3 pg 297

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol 164 p 995 AF 128045

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ Property Tax parcel ID is not yet assigned.

☐ Additional Parcel Numbers on Page _____ of Document.

2-5-35 - 800 through 808

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 MILL LANE, a private road.
(supplemental)**

1. The undersigned are the owners of all lots described in the short plats known as Canyon Creek Estates and Mill Lane Estates according to the plats thereof recorded in Skamania County, Washington and has previously designated and declared 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 (except Lot 4) and in 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 (except Lot 4) 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 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 Owner of Mill Lane Estates lots 1,2,3,4, and remainder.

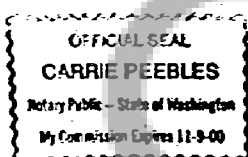
Ellen M. Henriksen

John R. Henriksen

John R. Henriksen

Owner of Canyon Creek Lots 1,2 and 3.

On this 9 day of June 1998 personally appeared before me, Ellen M. Henriksen, and ~~John R. Henriksen~~ who signed the above as their free and voluntary act and deed for the uses and purposes stated therein.



Carrie Peebles
Notary Public in and for the State of
Washington, residing at VANCOUVER
Commission expires: 11-9-00

On this 6th day of July 1998 personally appeared before me John R. Henriksen who signed the above as his free and voluntary act and deed for the uses and purposes stated therein.

AUTHORIZED TO ADMINISTER OATHS
ACT AS NOTARY PUBLIC UNDER
ARTICLE 2202, UNIFORM CODE OF
MILITARY JUSTICE; TITLE 10 USC
SEC. 936; AND PUBLIC LAW 86-589
APPROVED 5 JUL 60.

Steven K. Forjohn
STEVEN K. FORJOHN
MAJOR, USA, JAGC
By authority of 10 U.S. Code 1044a
Commission expires: Indefinite

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ACKNOWLEDGMENT (Individual)

WITH THE UNITED STATES ARMED FORCES
U.S. SENING STATE OFFICE FOR ITALY } ss.
AMERICAN EMBASSY - ROME
APO AE 09624

I, STEVEN K. FORJOHN, Major, USA, Notary Public in and for the U.S. Armed Forces
residing at Rome, Italy do hereby certify that on this 6th
day of July, 1998, personally appeared before me JOHN R. HENRIKSEN,
Captain, U.S. Navy,

to me known to be the individual described in and who executed the within instrument and
acknowledged that he signed and sealed the same as his free and
voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 6th day of July, 1998


Notary Public in and for the U.S. Armed Forces
residing at Rome, Italy

Acknowledgment (Individual)
Washington Legal Blank Co., Bellevue, Wa. Form No. 64

AUTHORIZED TO ADMINISTER OATHS
ACT AS PUBLIC OFFICER UNDER
ARTICLE VIII, SECTION ONE OF
MILITARY JUSTICE TITLE 10 USC
SEC. 1044; AND FEDERAL LAW 92-603
APPROVED 6 JUL 60.

STEVEN K. FORJOHN
MAJOR, USA, JAGC
By authority of 10 U.S. Code 1044a
PSC 59, Box 65, APO AE 09624
(39) 06-4674-2153/2303