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FILED FOR RECORD
SKAMM WASH
BY Planning Dept

Dec 28 10 18 AM '00

P. Lawry
AUDITOR
GARY H. OLSON

Return Address:

Howard & Julie Mathany
P O Box 662
Carson, WA 98610

Document Title(s) or transactions contained herein:

Road Maintenance Agreement for Old Airport Road (Private)

GRANTOR(S) (Last name, first name, middle initial)

Mathany, Howard & Julie

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

Julie's Short Plat

☐ 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 of Julie's Short Plat Vol 3 Pg 377

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Vol 3 Pg 377 of Short Plats

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-28-2-2-0300-00

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers 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 OLD AIRPORT ROAD (PRIVATE)

1. All lots using Old Airport 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 such transfers and conveyances.

2. ACKNOWLEDGMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:

The said lot owners are responsible for the maintenance of Old Airport Road (private) and the parties agree that Old Airport Road (private) 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 the 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 for 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 this 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.

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.

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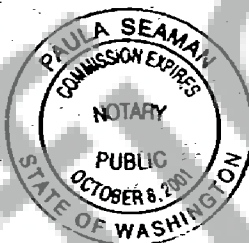
C. Said lot owners by a majority vote may elect a President and secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done.

7. At such time as the Mathany's are done dividing or have determined that they are done utilizing Old Airport Road (private), they will deed to all lots of record, half of the right way that fronts each lot.

Howard Mathany
Signature of land owner

12/13/00
Date

Julie Mathany
Signature of land owner



12-13-00
Date

On this 13th day of December, 2000, personally appeared

before me Howard Mathany and Julie Mathany, who signed the above

as their free and voluntary act and deed for intended purposes.

Paula Seaman
Notary Public