

140906

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FILED FOR RECORD
SKAMANIA CO. WASH.
BY Planning Dept.

APR 25 12 04 PM '01

G. Olsson
AUDITOR
GARY H. OLSON

Return Address:

Skamania County Planning Dept.

Document Title(s) or transactions contained herein:

Road Maintenance Agreement

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

Erickson, Harvey
Wilkinson, Michael D. etux

☐ Additional names on page _____ of document.

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

Wilson Road
Skye Prairie Road

☐ Additional names on page _____ of document.

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

Lots 1 and 3 of the Wilson Short Plat #1 recorded in Book 3 at Page 37
Lots 1 and 2 of the Wilkinson Short Plat recorded in Book 3 at Page 299

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Book 3 of Short Plats, Pages 37 and 299

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-05-32-2-0-0303-00
02-05-32-2-0-0304-00

☐ 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.

Wilson Road/ Old Bear Prairie Drive

Road Maintenance Agreement

Agreement made this 28th day of OCTOBER 1996, by and between the following parties:

1. Harvey Erickson

3651 Skye Road
Washougal, WA. 98671

2. Michael D. Wilkinson and Felicia R. Wilkinson 312 Wilson Road
Washougal, WA. 98671

WITNESSETH:

WHEREAS, That certain roadway to be known as Old Bear Prairie Drive extending in a Northerly direction from Wilson Road, Approximately 20 feet in width for approximately 1,115 ft, and;

WHEREAS, all the parties hereto own lots served by Wilson Road and/or Old Bear Prairie Drive as shown in the map marked Exhibit "A" and the legal description of these lots are shown in the attached paper marked Exhibit "B", and made part of this agreement, and;

WHEREAS, all parties hereto have an interest in, by the ownership and/or easement upon Wilson Road but only the Ericksons and the Wilkinsons have an interest by ownership and/or easement upon Old Bear Prairie Drive, and;

WHEREAS, the parties desire to share in the costs and expenses of maintaining those portions of Wilson Road and/or Old Bear Prairie Drive that they regularly use,

NOW THEREFORE, it is hereby agreed as follows;

1. The parties shall share equally in the costs and expenses of maintaining, in good repair, equal to its present condition, those portions of Wilson Road and/or Bear Prairie Drive that each party regularly uses, and shall not pay maintenance costs for those portions of either road that they do not regularly use.

7/2/96
M.W.

2. The repairs and maintenance to be undertaken and performed under the agreement shall be limited to the filling of chuck holes with gravel. Any additional repairs or maintenance deemed necessary or advisable shall not be undertaken under this agreement except with the express written consent of a simple majority of the owners.
3. Parties to this agreement who own unimproved lots subject to this agreement shall not be assessed for road maintenance costs on a per lot basis unless such an assessment is made as a result of major damage to the road and / or culverts by flood or other casualty. In which event the costs of repairs shall be shared by all parties equally, and further provided that damage caused, beyond normal wear and tear, to any road covered in this agreement by any individual parcel owner or their employees, agents, or contractors, shall be the responsibility of that individual parcel owner.

It is the intent of the latter provision to place the responsibility for road repairs with the individuals who, during the course of construction of improvements to or any other work on their property by themselves or others under their control, damage the road. Compaction of the road to the extent that the road is still suitable for passenger vehicles shall not be considered damage to the road.

4. Any repairs or maintenance undertaken, including the filling of chuck holes, without express written consent of a majority of the parties as set forth in paragraph 2 above, shall be at the sole cost and expense of the party undertaking the same, provided that said party shall be entitled to be reimbursed for all reasonable and necessary costs and expenses for filling chuckholes, with each party sharing said cost and expense equally. If any repairs or maintenance are undertaken pursuant to written consent of at least a majority of the parties, one (1) of the parties shall be designated as agent of the parties to contract for and oversee the repairs and maintenance authorized and shall be reimbursed by the parties for his cost and expenses in contracting for such repairs or maintenance. The agent shall have the right to demand payment from the parties for their proportionate share of the contract price of such repair or maintenance prior to incurring any costs or expenses for said work.
5. This road Maintenance Agreement shall run with the land of the parties described in Exhibit "B" attached hereto and made a part hereof and shall be binding on and inure to the benefit of the parties hereto, their heirs, successors, or assigns. Provided, however, this Agreement shall be void and of no further force or effect if and in the event that said roadway is extended in a direction to provide a means of ingress and egress to land other than described in Exhibit "B".

7.2.1 HE
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6. The prevailing party in any suit or action to enforce this Agreement shall be awarded reasonable attorney's fees and the reasonable costs of prosecuting or defending said suit or action

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year herein above written.

M.D. WILKINSON

J.R. Wilkinson

Harvey Erickson

[Signature]

J. R. Wilkinson

Harvey Erickson

Exhibit 'A'

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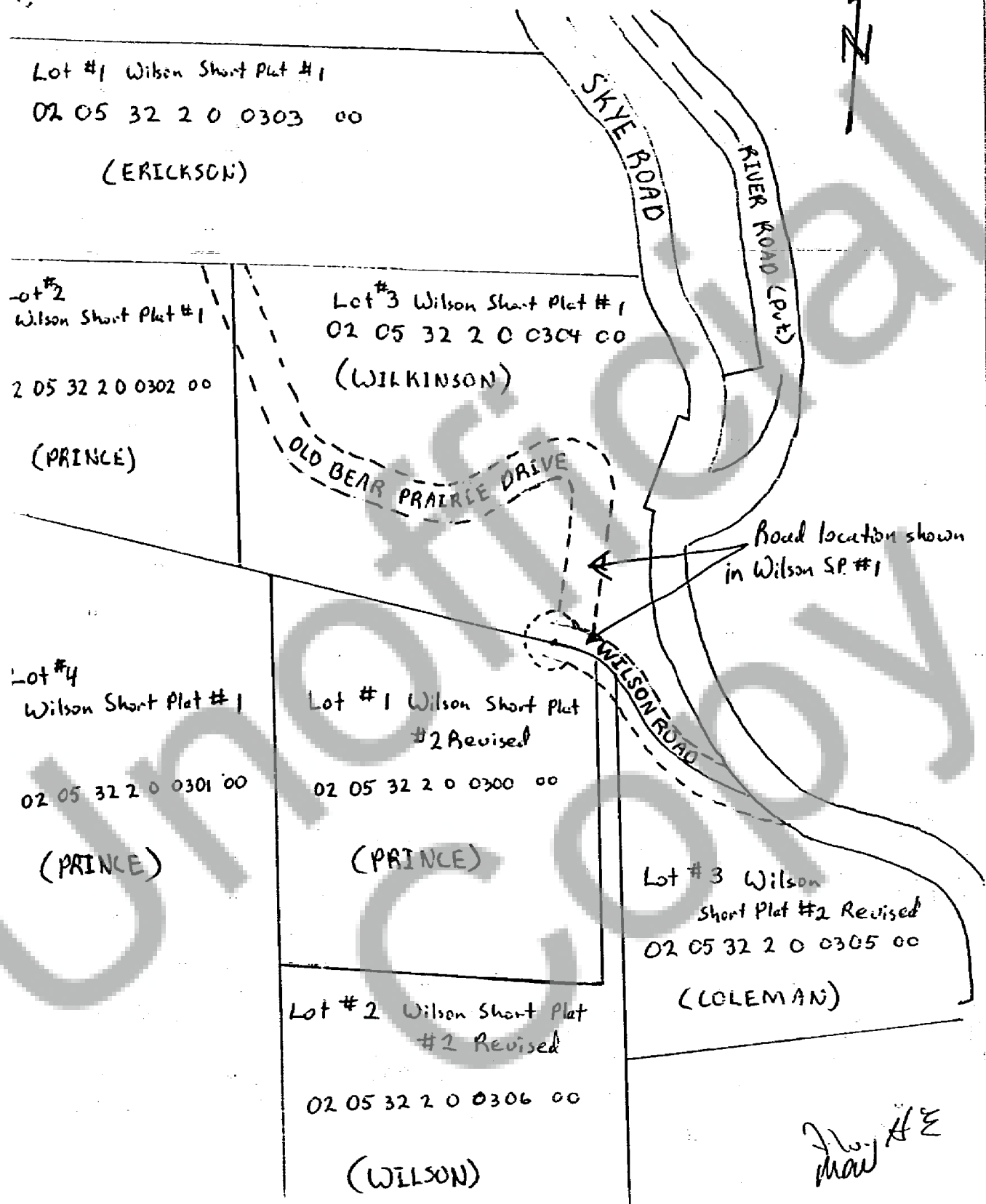


EXHIBIT "B"

Descriptions of affected properties:

1. Harvey Erickson owner of:

- a. Lot 1 of the S. Wilson Short Plat #1
legal description- 02 05 32 2 0 0303 00

2. Michael and Felicia Wilkinson owner of:

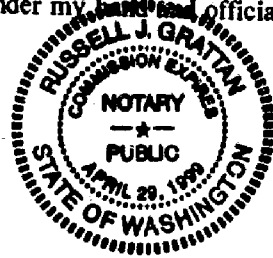
- a. Lot 3 of the S. Wilson Short Plat #1
legal description- 02 05 32 2 0 0304 00

FILED
NOW H/E

STATE OF WASHINGTON)
) ss.
County of Skamania)

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

GIVEN under my hand and official seal this 28 day of October, 1996.



[Signature]
NOTARY PUBLIC for the State
of Washington residing at Washougal
My Commission Expires: 4/29/99

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me MICHAEL D. and FELICIA R. WILKINSON, husband and wife, to me known to be the individuals described in the and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN my hand and official seal this 28 day of October, 1996.



[Signature]
NOTARY PUBLIC FOR WASHINGTON
Residing at Washougal
My Commission Expires: 4/29/99

AFFIDAVIT

State of Washington)
)ss.
County of Skamania)

Harvey Erickson, being first duly sworn, on oath, deposes and says:

1. This affidavit is for the purpose of supplying information of record pertaining to the attached Road Maintenance Agreement regarding Old Bear Prairie Road. It is intended that statements set forth herein shall be considered representations of fact which may be relied upon by all parties dealing with the real estate described therein.
2. The name Old Bear Prairie Road was erroneously used to identify the road affected by this Road Maintenance Agreement.
3. The actual name of the road is Skye Prairie Road and wherever Old Bear Prairie Road appears in this Road Maintenance Agreement, it should be substituted with Skye Prairie Road.

Dated this 21 day of February, 2001.

Harvey Erickson
Harvey Erickson

Subscribed and Sworn to before me this 21st day of February, 2001.



Peggy B. Lowry
Notary Public in and for the State of
Washington, residing at Carson
My Commission Expires: 2/23/03