

140908

BOOK 209 PAGE 98

Return Address:

Skamania County Planning Dept.

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SKAMANIA CO. WASH
BY Planning Dept
APR 25 12 55 PM '01
Lowry
AUDITOR
GARY M. OLSON

Document Title(s) or transactions contained herein:

Road Maintenance Agreement

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

Erickson, Harvey
Akers, William A. II 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)

Lot 2 of the Wilkinson Short Plat recorded in Book 3 of Short Plats at Page 299

Lot 1 of the Wilson Short Plat recorded in Book 3 of Short Plats at Page 37

Lots 2, 3 & 4 of the Erickson Short Plat recorded in Book 3 of Short Plats at Page 384

☐ Complete legal on page 6 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Book 3 of Short Plats at Pages 37, 299 & 384

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

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

02-05-32-2-0-0309-00

☐ 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

Wilson Road/Skye Prairie Road

Agreement made this 22 day of February 2001, by and between the following parties:

1. Harvey Erickson
3651 Skye Road
Washougal, WA 98671
2. William A. & Frances H. Akers II
61 Skye Prairie Road
Washougal, WA 98671

WITNESSETH:

WHEREAS, That certain roadway to be known as Skye Prairie Road 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 Skye Prairie Road 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 a part of this agreement, and:

WHEREAS, all parties hereto have an interest in, by the ownership and/or easement upon, Wilson Road and Skye Prairie Road, and:

WHEREAS, the parties desire to share in the costs and expenses of maintaining those portions of Wilson road and/or Skye Prairie Road 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 Skye Prairie Road that each party regularly uses, and shall not pay maintenance costs for those portions of either road that they do not regularly use.

H.E. 10f3
Waq. JA

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 attempt the same, provided that said party shall be entitled to be reimbursed for all reasonable and necessary costs and expenses for filling chuck holes, 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.

H.E. 20f3
Waa Jr

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".
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.

William A. Akers
Alma Akers
Harvey E. Akers

H.E. 3 of 3
Ja Waa

STATE OF WASHINGTON)
) ss.
County of)

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 22 day of FEB, 2001.



Jane Marie Thorp
NOTARY PUBLIC in and for the State
of Washington residing at:
My Commission Expires:

STATE OF WASHINGTON)
) ss.
County of)

On this day personally appeared before me WILLIAM A. AKERS II, 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 22 day of FEB, 2001.



Jane Marie Thorp
NOTARY PUBLIC in and for the State of
Washington residing at:
My Commission Expires:

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this day personally appeared before me FRANCES H. AKERS, 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 FEB, 2001.

Jane Marie Thore
JANE MARIE THORE NOTARY PUBLIC in and for the State of
STATE OF WASHINGTON Washington residing at:
NOTARY — — — PUBLIC Commission Expires:
My Commission Expires May 1, 2003

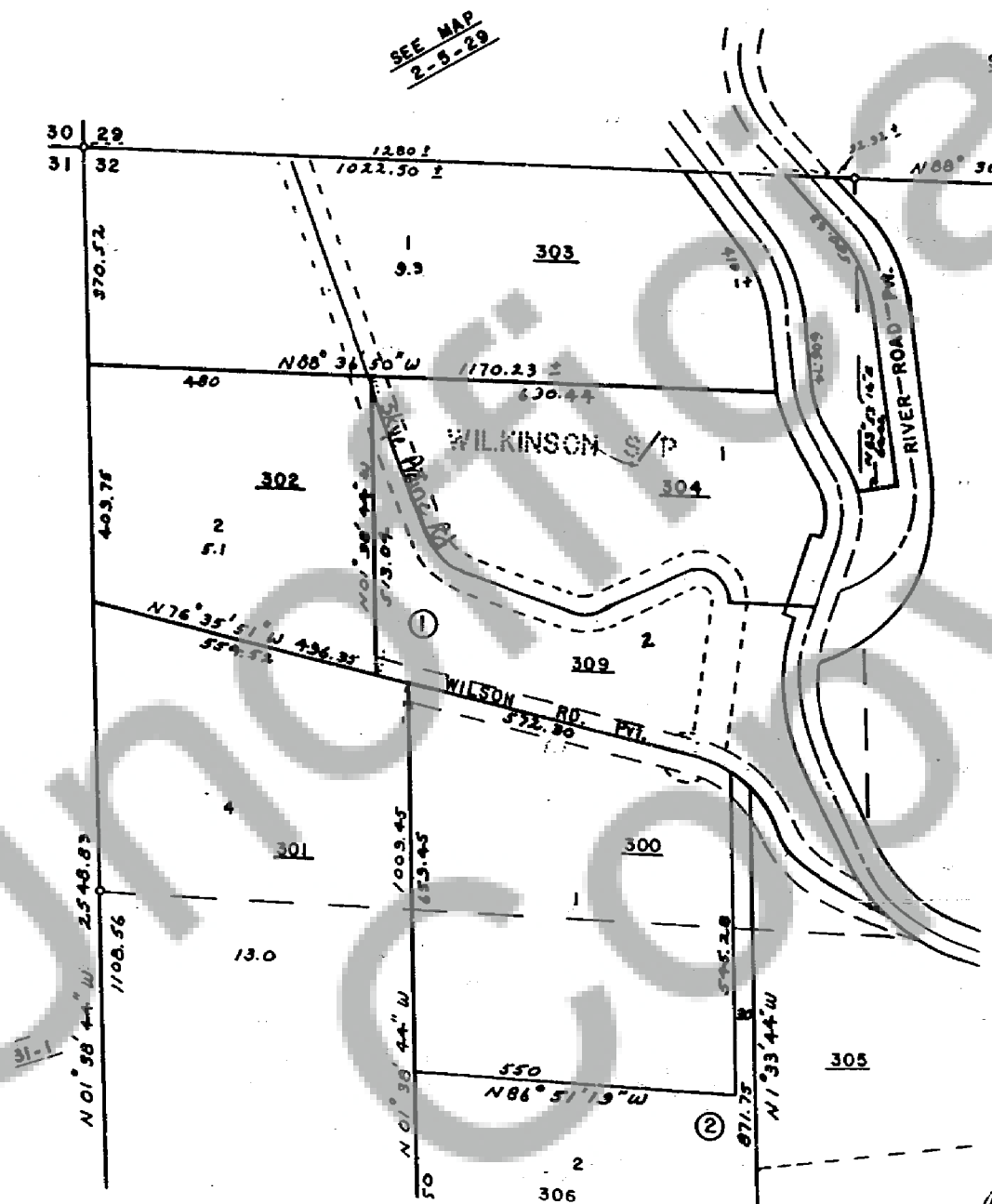
EXHIBIT "B"

Descriptions of affected properties:

1. Harvey Erickson owner of:
Lot 1 of the Wilson Short Plat #1 recorded in Book 3 at Page 37
Tax Parcel No.: 02-05-32-2-0-0303-00
2. William A. Akers II and Frances H. Akers owners of:
Lot 2 of the Wilkinson Short Plat recorded in Book 3 at Page 299
Tax Parcel No.: 02-05-32-2-0-0309-00

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Exhibit "A"



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