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BOOK 214 PAGE 418

SKAP Planning Dept BY Planning Dept SEP 4 25 14 '01 CAN'THE CONTY

Return Address:

Jack E. Johnson Box 242 Carson, WA 98610

ROAD MAINTENANCE AGREEMENT

Riverview Ridge Short Plat as recorded in Book 3 on Page 390 Skamania County, WA ederne is IV

Grantors: Jack E. Johnson, Ted A. Johnson, Frances A. Johnson, Trustee; Harley L. Johnson, Trustee; Jerry Dohner, Jr., Laurie Post

Grantee: Riverview Ridge Short Plat

Section 26 Township 3 North, Range 8 East

Assessor's Tax Parcel No.: 3-8-26-1600

The undersigned own or have an interest in real property located on Caroline Lane, which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03.

Maintenance Amgreement:

- 1. The owners of each parcel of land bordering Caroline Lane (including their successors in interest) hereinafter "landowners" shall be responsible on a pro-rata basis for the cost of maintaining and repairing the road
- 2. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
- 3. All landowners (including, but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners. If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

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- 4. The landowners that are bound by this agreement shall meet at the property on the first of May of each year (or at such time and place as set by majority vote.) Each year they shall:
- (1) decide what maintenance and repair work needs to be done the coming year.
- (2) decide who shall be in charge of arranging for the work to be done.
- (3) appoint a treasurer to collect each landowners share and to pay the bills.
- 5. Owners of lots bordering on this private road may sue and recover from any owner of any lot on same road similarly served who refuses to participate in the maintenance. Such owners who refuse to share the costs shall be liable for any attorneys' fees.
- 6. Skamania County has no responsibility to build, improve, maintain, or otherwise service this private road.
- 7. This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be an appurtenance to the parcels of land herein described.

Jack E. Johnson

Ted A. Johnson

Laurie Post

Frances A. Johnson, Trustee Jerry Dohner, Jr.

Harley L. Johnson, Trustee

STATE OF WASHINGTON TEAS COUNTY OF ELPASO

On this day personally appeared before me LRRY DOHNER

to me known as the individual described in 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 used and purposes therein stated.

Given under my hand and official seal this 14 day of OCTOBER, 2000

PETE ARMENDARIZ JULY 7, 2002

NOTARY PUBLIC in and for the State of Washington, residing at

My commission expires 7-7-200 2

BOOK 214 PAGE 420

- 4. The landowners that are bound by this agreement shall meet at the property on the first of May of each year (or at such time and place as set by majority vote.) Each year they shall:
- (1) decide what maintenance and repair work needs to be done the coming year.
- (2) decide who shall be in charge of arranging for the work to be done.
- (3) appoint a treasurer to collect each landowners share and to pay the bills.
- 5. Owners of lots bordening on this private road may sue and recover from any owner of any lot on same road similarly served who refuses to participate in the maintenance. Such owners who refuse to share the costs shall be liable for any attorneys' fees.
- 6. Skamania County has no responsibility to build, improve, maintain, or otherwise service this private road.
- 7. This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be an appurtenance to the parcels of land herein described.

Jack E. Johnson

Ted A. Johnson

Frances A. Johnson, Trustee

Harley L. Johnson, Trustee

Jerry Dohner, Jr.

Laurie Post

STATE OF WASHINGTON COUNTY OF SNOWMASH

On this day personally appeared before me LAURIE 105T

to me known as the individuals described in 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 used and purposes therein stated.

Given under my hand and official seal this 11th. day of OCTOBER, 2000



NOTARY PUBLIC in and for the State of Washington, residing at

EVERYT

My commission expires 1 112002

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- 4. The landowners that are bound by this agreement shall meet at the property on the first of May of each year (or at such time and place as set by majority vote.) Each year they shall:
- (1) decide what maintenance and repair work needs to be done the coming year.
- (2) decide who shall be in charge of arranging for the work to be done.
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- 7. This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be an appurtenance to the parcels of land herein described.

Jack E. Johnson
Frances A. Johnson Pourter

Frances A. Johnson Pourter

Frances A. Johnson, Trustee

Ted A. Johnson

Harley Lohnson, Trustee

Jerry Dohner, Jr.

Laurie Post

STATE OF WASHINGTON COUNTY OF Kidata

On this day personally appeared before me Jack E. Johnson, Ted 1 Johnson, Frances A Johnson, Harry L. Johnson

to me known as the individuals described in 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 used and purposes therein stated.

Given under my hand and official seal this 4th day of October 2000

meda Padeli IMBIDA PADILLA

NOTARY PUBLIC in and for the State of Washington, residing at White Salymon

My commission expires 8.19.0

