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BOOK 225 PAGE 811

Michael and Ruth Lazelle
P.O. Box 582
Carson, WA 98610

FILED IN RECORDS
SEAL OF WASH
BY Planning Dept

JUN 25 3 56 PM '02

P. Lavy
AUDITOR
J. MICHAEL GARVISON

<i>Document Title(s) or transactions contained herein:</i>	
Elk Bluff Road Maintenance Agreement	
<i>GRANTOR(S) (Last name, first name, middle initial)</i>	
Ronald and Rachael Lee, 03-08-26-00-0517, Lot 4, Barnes SP #1, Book 2, Page 152 Gloria James, 03-08-26-00-0518, Lot 3, Barnes SP #1, Book 2, Page 152 Lowell and Kristi Leetch, 03-08-26-00-0519, Lot 2, Barnes SP #1, Book 2, Page 152	
<input type="checkbox"/> Additional names on page <u>1</u> of document.	
<i>GRANTEE(S) (Last name, first name, middle initial)</i>	
Elk Bluff Short Plat	
<input type="checkbox"/> Additional names on page <u> </u> of document.	
<i>LEGAL DESCRIPTION (Abbreviated, i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)</i>	
SE 1/4 of the NE 1/4 of Section 27, Township 3 North, Range 8 East Willamette Meridian	
<input type="checkbox"/> Complete legal on page <u> </u> of document.	
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i>	
Elk Bluff Short Plat, recorded in Volume <u>3</u> , Page <u>407</u>	
<input type="checkbox"/> Additional numbers on page <u> </u> of document.	
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i>	
03-08-26-00-0515, 03-08-26-00-0517, 03-08-26-00-0518, and 03-08-26-00-0519	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page <u> </u> 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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Return Address:

Michael and Ruth Lazelle
PO Box 582
Carson, WA 98610

ROAD MAINTENANCE AGREEMENT

Elk Bluff Short Plat
as recorded in Book 3 on Page 407

Grantor(s): Glenn and Jewell Mortenson, Michael and Ruth Lazelle

Grantee(s): Elk Bluff Road (Private)

Section: 26, Township 03 North, Range 08 East

Assessor's Tax Parcel No.: 03-08-26-00-0515

See attached for conditions.

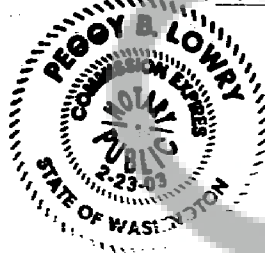
Glenn & Jewell Mortenson
Jewell Mortenson

Landowner
Landowner

STATE OF WASHINGTON)
COUNTY OF Skamania)

On this day personally appeared before me Glenn & Jewell Mortenson
to me known as the individual(s) 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 uses and
purposes therein stated.

Given under my hand and official seal this 29th day of April, 2002.



Peggy B. Lowry
NOTARY PUBLIC in and for the
State of Washington, residing at Carson

My commission expires 2/23/03.

Whereas Elk Bluff Road presently serving the property above described and several other parcels, it is necessary and desirable that a declaration be made as to the maintenance, repairs and upkeep of said road. Now it is hereby stated and established that the current and future landowners of the lots serviced by this road shall share on an equal basis the expense and responsibility for the maintenance, repairs and additional construction of Elk Bluff Rd. It is further stated that maintenance shall include, but not be limited to, the removal of snow and other hazards or obstructions as well as graveling. The landowners agree to provide for the maintenance of all private roads common to the above described property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE

That all roads designated a private road as defined in Skamania County Code Chapter 12.03 shall be maintained in as satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum the annual filling of all potholes, ruts, gullies etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of the said road to provide for surface water drainage where necessary and deemed appropriate by all landowners. Any landowner that damages the road by any of his activity shall be responsible to fix that damage in as good or better condition than it was at his own cost.

B. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

C. METHOD OF COLLECTION

The landowners shall establish a fund for the maintenance of of the road. Each landowner shall contribute to this fund on such dates as the landowners may from time to time unanimously decide upon, but in any event no less than annually. The landowners may designate a treasurer among them to administrate such funds.

D. DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance on said private road, funds for road maintenance shall be disbursed within 30 days of billing to any provider of road maintenance services or materials by the landowner designated as treasurer.

E. NON-PAYMENT OF COSTS-REMEDIES

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of 30 days or more shall contribute a late penalty of \$1.00 per day to the road maintenance fund for each day of delinquency in addition to the dues already owed. After 10 days of written notice to the delinquent landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs

expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

F. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenance to the parcels of land described.

G. SEVERABILITY

If any provision of this agreement is held invalid for any reason the remainder of this agreement is not affected.

IT IS FURTHER STATED that the road servicing said property is not a county road and that the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction or repair of such road including snow-removal.

dated this 3rd of May, 2002.

Landowners signatures involved on succeeding pages.

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LANDOWNER of Parcel # 03-08-26-00-0515 serviced by Elk Bluff Rd

MICHAEL AND RUTH LAZELLE

DATED THIS 3rd day of May, 2002.

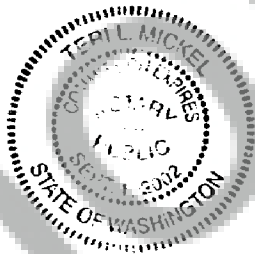
Michael Lazelle Ruth Lazelle

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day personally appeared before me MICHAEL LAZELLE
RUTH LAZELLE,
to me known as the individual (s) 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
uses and purposes therein stated.

Given under my hand and official seal this 3rd day of May,
2002.



Teri L. Mickel
NOTARY PUBLIC in and for the State
of Washington, residing at

Stevenson
My commission expires 9/1/02

LANDOWNER of Parcel# 03-08-26-00-0519 serviced by Elk Bluff Rd.

Lowell and Kristi Leetch

DATED THIS 22 day of March, 2002.

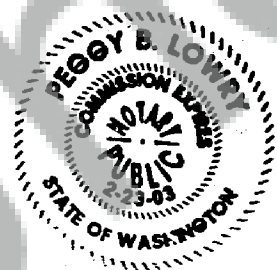
Kristi Leetch

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day personally appeared before me Kristi Leetch,
to me known as the individual(s) described in and who executed
the within and foregoing instrument and acknowledged that ^{she} ~~they~~
signed the same as ^{her} ~~their~~ free and voluntary act and deed, for the
uses and purposes therein stated.

Given under my hand and official seal this 22nd day of March,
2002.



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

Carson / Peggy B. Lowry
My commission expires 2/23/03.

LANDOWNER of Parcel# 03-08-26-00-0519 serviced by Elk Bluff Rd.

Lowell and Kristi Leetch

DATED THIS 15th day of April, 2002.

Lowell Leetch

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day personally appeared before me Lowell Leetch,
to me known as the individual(s) described in and who executed
the within and foregoing instrument and acknowledged that ^{he} ~~they~~
signed the same as ^{his} ~~their~~ free and voluntary act and deed, for the
uses and purposes therein stated.

Given under my hand and official seal this 1st day of April,
2002.



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

Teddi Midland

My commission expires 11-9-03.

LANDOWNER of Parcel # 03-08-26-00-0518 serviced by Elk Bluff Dr.

Gloria James

Dated this _____ day of _____, 2002.

X Gloria James

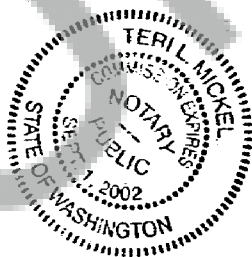
STATE OF WASHINGTON, County of Skamania

On this day personally appeared before me GLORIA JAMES
to me known to be the individual described in and who executed the
within and foregoing instrument, and acknowledged that ^{she} ~~they~~ signed
the same as ^{her} ~~their~~ free and voluntary act and deed, for the uses
and purposes therein mentioned.

Given under my hand and official seal this 16th day of April
2002. Teri L. Mickel

Notary Public in and for the State of Washington, residing at

Stevenson
Commissioners office 9-1-02



LANDOWNER of Parcel # 03-08-26-00-0517 serviced by Elk Bluff Rd.

Ronald Jason and Rachael A. Lee

DATED THIS 4 day of 24, 2002.

Ronald J. Lee

STATE OF WASHINGTON

COUNTY OF SKAMANIA

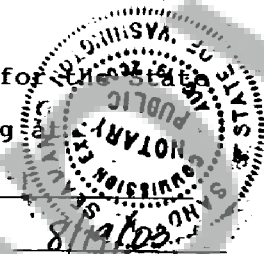
On this day personally appeared before me Ronald J. Lee,
to me known as the individual(s) described in and who executed
the within and foregoing instrument and acknowledged that they
signed the same as their free and voluntary act and deed, for the
uses and purposes therein stated.

Given under my hand and official seal this 24th day of April,
2002.

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

[Signature]

My commission expires 8/14/03



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LANDOWNER of Parcel # 03-08-26-00-0517 serviced by Elk Bluff Rd.

Ronald Jason and Rachael A. Lee

DATED THIS 15 day of April, 2002.

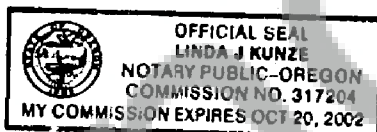
Rachael A. Lee

STATE OF WASHINGTON

COUNTY OF SKAMANIA

On this day personally appeared before me RACHAEL LEE,
to me known as the individual(s) 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
uses and purposes therein stated.

Given under my hand and official seal this 15th day of APRIL,
2002.



NOTARY PUBLIC in and for the State
OREGON, COUNTY OF POLK
of Washington, residing at

[Signature]
My commission expires 10-20-02