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BOOK 226 PAGE 812

Joseph Birkenfeld
William Birkenfeld
P.O. Box 530
Carson, WA 98610

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

JUL 23 4 58 PM '02

DLawny
AUDITOR
J. MICHAEL GARVISON

Document Title(s) or transactions contained herein:

Duffer Lane Private Road Maintenance Agreement

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

Joseph Birkenfeld
William Birkenfeld

☐ Additional names on page _____ of document.

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

Broken Tee Short Plat

☐ Additional names on page _____ of document.

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

A portion of the NE 1/4 of the NW 1/4 of Section 28, Township 3 North, Range 8 East Willamette Meridian

☐ Complete legal on page _____ of document.

REFERENCE NUMBER(S) of Documents assigned or released:

Broken Tee Short Plat, recorded in Volume 3, Page 411

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-08-28-1-2-0200

☐ 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.

DUFFER LANE
Private Road Maintenance Agreement

Section 1 - INTENT: The intent of this agreement is to identify and agree on those issues regarding the use of that certain road named and identified as Duffer Lane located in the town of Carson in Skamania County, Washington. For the purposes of this agreement, references to "road" shall include any bridge or culvert, said road having a 30' right-of-way.

Section 2 - COMMON INTERESTS: The private road shall be used for the common benefit of all lot owners subject to this agreement as well as for non-exclusive public use. This is meant to include the benefits of ingress, egress and rights to utilities. No owners, their assigns or heirs shall conduct any activity that might in any way detract from, or negatively impact, the benefits of, or use of the private road to the other lot owners.

Section 3 - COVENANT RUNNING WITH THE LAND: The covenants and agreements expressed herein shall run with the land and shall inure to the benefit of and constitute a burden on the heirs, successors and assigns of the parties hereto. The developer, Joseph A. and William J. Birkenfeld, reserves the right to extend the current road for future neighborhood development.

Section 4 - OWNERSHIP MEETINGS: At least once annually, all parties party to this agreement shall meet to review all applicable documents for the preceding year and discuss maintenance activities and proposed costs for the ensuing year. The parties will select a chairperson and treasurer to keep detailed written records of accounts payable, manage funds, and promote the purpose set forth in Sections 1 and 2. The owner/owners of record of each lot will be given one vote in all matters hereunto pertaining.

Section 5 - DAMAGE TO ROAD: It is understood that extensive road usage should be scheduled for that time of year that weather doesn't interfere. However, should any party to this agreement, their heirs, agents or invitees, directly or indirectly, inflict or cause damage upon or to said road, that party shall be fully responsible for the cost of repairing such damage, and all such repairs shall be undertaken promptly, so as to reduce the affects of access hardship on the other users of the road.

SECTION 6 - DURATION: This Road Maintenance Agreement shall remain in effect perpetually or until revoked by all parties hereto, and under compliance with local land use requirements.

SECTION 7 - ENFORCEMENT: In the event that any one or more lot owners fail to abide by the issues set forth in this document, one or more of the lot owners not in default shall have the right to bring action at law or inequity against those parties in default, and those parties in default shall also be obligated to pay reasonable attorney's fees, in addition to court costs and interests.

SECTION 8 - VENUE AND SEVERABILITY: Venue for and suit or action hereunder shall be Skamania County, Washington. An arbitrator suitable to concerned parties shall be retained to negotiate problems, if necessary.

SIGNATURES OF PROPERTY OWNERS:


