

AFTER RECORDING MAIL TO:

Name Cascade Equipment & Development, LLC
Address 121 Goodrich Road
City / State Carson, WA 98610

Document Title(s): (or transactions contained therein)

1. **To correct date of recording, Stacey Acres Subdivision & Stacey Lane [Private] Road Maintenance Agreement Re-Record Road Maintenance Agreement to correct date of Recording.**

Reference Number(s) of Documents assigned or released:

Skamania County WA Auditor Book 253 Page 353

AF 150 937 10/28/03 10/28/03 & B/118 of Plats

☐ Additional numbers on page _____ of document



**First American Title
Insurance Company**

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. **Cascade Equipment & Development, LLC**
2.
3.
4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. **Stacey Acres Subdivision**
2.
3.
4.
5. ☐ Additional names on page _____ of document

REAL ESTATE EXCISE TAX

N/A

JUL 15 2004

PAID

N/A


SKAMANIA COUNTY TREASURER


Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NW 1/4 of NE 1/4 of Section 20, Township 3 North, Range 8 East Willamette Meridian

Lots 1-7 Stacey Acres Subdivision Skamani County Auditors File No. 2004153725

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

03-08-20-2-1-0408 03-08-20-2-1-0412
409 0413
410 7-15-04 0414
411 

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LeRoy and Darlene Goodrich
121 Goodrich Road
Carson, WA 98610

FILED IN RECORD
SKETCHED BY
Planning Dept
Oct 20 4 36 PM '03
J. MICHAEL HARRISON

Document Title(s) or transactions contained herein:	
Stacey Lane Road Maintenance Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Leroy and Darlene Goodrich	
<input type="checkbox"/> Additional names on page 1 of document.	
GRANTEE(S) (Last name, first name, middle initial)	
Stacey Acres Subdivision	
<input type="checkbox"/> Additional names on page of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
NW 1/4 of the NE 1/4 of Section 20, Township 3 North, Range 8 East Willamette Meridian	
<input type="checkbox"/> Complete legal on page of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Stacey Acres Subdivision, recorded in Volume 3, Page 118-9	
<input type="checkbox"/> Additional numbers on page of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-08-20-2-1-0408-00 7-15-04 Ghm	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> 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.	

**ROAD MAINTENANCE AGREEMENT
FOR
STACEY LANE (PRIVATE)**

1. All lots using Stacey Lane (private) for access to their property will share equally in the maintenance of the private road. If any lot is further divided, the new lots will pay their equal share. This agreement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.
2. **Acknowledgement of Responsibilities for Road Maintenance:** The said lot owners are responsible for the maintenance of Stacey Lane (private) and the parties agree that Stacey Lane (private) will be maintained in good, passable condition under all traffic and weather conditions. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all landowners served by said private road.
3. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.
4. If the road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at their own expense.
5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.
6. Road maintenance will be performed on any section of the road when a majority of the voting members to do such improvements:

- A. Each lot owner as stipulated in Item 1 shall be entitled to one (1) vote.
- B. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.
- C. Said lot owners by a majority vote may elect a President and secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done.

SIGNED:

Leroy Goodrich
 CASCADE EQUIPMENT AND DEVELOPMENT, LLC
 Leroy Goodrich, Manager

7-7-03
 Date

STATE OF WASHINGTON)
) ss.
 County of Skamania)

This instrument was acknowledged before me on this 7TH day of July, 2003, by Leroy Goodrich as Manager of Cascade Equipment and Development, LLC.



Carlene M. Camp
 Notary Public for Washington
 My commission expires: 6-30-07

<misn.392>
 W.O.#10480

DOC # 2004153726
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