

Doc # 2006162644
Page 1 of 3
Date: 08/16/2006 09:03A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$34.00

Return Address:

Caleb Kaspar
724 S. 20th Ave.
Caldwell, ID 83605

SC R 28470

Document Title(s) or transactions contained herein:

ROAD MAINTENANCE AGREEMENT

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

JOSEPH KASPAR AND LORRAINE KASPAR, HUSBAND AND WIFE

[] Additional names on page ____ of document.

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

~~JOSEPH KASPAR AND LORRAINE KASPAR, HUSBAND AND WIFE~~

KASPAR Short Plat

[] Additional names on page ____ of document.

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

SE 1/4 SEC 35 T3N R7E

LOTS 1 & 2 KASPAR Short Plat 2006162645

[X] Complete legal on page A of document.

REFERENCE NUMBER(S) of Documents assigned or released:

[] Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-35-4-4-0802-00

[] 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.

ROAD MAINTENANCE AGREEMENT FOR KASPAR ROAD (PRIVATE)

1. All lots using KASPAR Road (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 KASPAR Road (private) and the parties agree that KASPAR Road 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 his 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 vote 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.

[Signature] as attorney in fact for Joseph Kaspar

[Signature] as attorney in fact for Lorraine Kaspar

Signature landowner

8-10-2006

Date

724 S. 20th Ave

Address

Caldwell, ID 83605

City/State

Signature landowner

Date

Address

City/State

Signature landowner

Date

Address

City/State

Signature landowner

Date

Address

City/State