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Date: 06/07/2007 10:01A
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

WHEN RECORDED RETURN TO:

Paul Spencer

Po Box 173

Stevenson, WA 98648

DOCUMENT TITLE(S)

Road Maintenance Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page ____ of document.

GRANTOR(S): Paul and Mirta Spencer

☐ Additional names on page ____ of document.

GRANTEE(S): Sobella s/p
Camp cedars lane

☐ Additional names on page ____ of document.

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

All that portion of land in the SE 1/4 of Sec. 24, T3N, R7E
in Skamania County, Washington

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S): 03072400110000, 03072400110100, 03072400130000

☐ Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Camp Cedars Lane Private Road Maintenance Agreement

This agreement is made between the owners of parcel numbers 03072400130000, 03072400110000, and 03072400110100 with the private road originating off Loop Road in Skamania County, Washington.

WHEREAS, Lawrence V and Susan A Krug as Trustees of the Krug Family Trust, Paul G and Mirta A Spencer, Gabriel P and Maria P Spencer and Robert and Carol Nathanson are the proponents of the above referenced parcels and

WHEREAS, the above referenced parcels are accessed by a private road-Camp Cedars Lane Herein referred to as the Road, and

WHEREAS, the proponents desire to apportion the cost and responsibility of maintaining the Road,

NOW THEREFORE, the proponents declare that the responsibility for maintaining the Road is assigned to the owners and future owners of the above-mentioned parcels. Those responsibilities are described more particularly in the following paragraphs.

CONDITIONS OF ROAD USE

1. The Road shall be kept in as good or better condition as it is at the time of execution of this Agreement. The Road shall be inspected annually by all the parties to this agreement and all needed maintenance performed.
2. All repairs to the Road made necessary by extraordinary wear and tear on the Road including, but not limited to, damage done by large vehicles or tracked vehicles, shall be promptly repaired by the party(s) causing said damage to the Road.
3. All repairs caused by ordinary wear and tear on the Road shall be the mutual responsibility of all parties who own property at the time of the repairs.
4. repairs shall include, but not limited to, work on the surface, shoulders, ditches, culverts, drainage, and vegetation control.
5. The costs of repairs caused by ordinary wear and tear shall be borne in equal shares by the owners of any property using Road for access.

6. OWNERS WILL BE COLLECTIVELY RESPONSIBLE FOR SNOW REMOVAL WHEN NEEDED TO MAINTAIN ACCESS TO END OF ROAD.

8. Improvements to the Road are changes made to it to make it better than it was when the Agreement takes effect. Improvements shall be made to the Road at the expense of all owners of the parcels accessed by the Road, if and only if, all of the parcel owners accessed by the Road agree in advance in writing.

7. This Agreement may be terminated or amended if the written consent of the owners of all parcels served by the road is obtained.

8. In the event any owner(s) of parcels using Road, that are liable to pay a share or shares of the costs of repairs on or to the Road, fail to pay their share(s) of the cost of said repairs, the owner(s) of the remaining parcels shall have legal recourse to collect the debt, including, but not limited to, placing a lien on said property.

9. In the event of a dispute among the owners of parcel owners accessed by the Road over the use of the Road or the repairs to it, the prevailing party in that dispute shall be entitled to recover the costs of that dispute, including attorney's fees and court costs, from the non-prevailing party(s).

10. This document shall take effect when it is recorded, and run with the land.

11. IN WITNESS WHEREOF, the parties hereto have executed this instrument this 25 day of May, 2007.

Lawrence V Krug

Paul G Spencer
Paul G Spencer

Susan A Krug

Mirta A Spencer
Mirta A Spencer

Gabriel P Spencer

Maria P Spencer

Robert Nathanson

Carol Nathanson

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Mirta A. Spencer

to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that she
signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of May, 2007



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

My appointment expires 11-9-07

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Paul G Spencer

to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as him free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of May, 2007

My appointment expires 11-9-07

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

EXHIBIT 'A'

PARCEL I

That portion of the Southeast Quarter of the Southeast Quarter of Section 24, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 144.2 feet North and 232.7 feet West of the Southeast corner of said Section 24, said point being located on the centerline of the County Road known and designated as the Loop Road; thence North 08°04' West 406.82 feet; thence West 421.92 feet to the initial point of the tract hereby described; thence West to intersection with the West line of the Southeast Quarter of the Southeast Quarter of the said Section 24; thence South 547 feet, more or less, to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 24; thence East following the South line of said Section 24 to a point due South of the initial point; thence North 547, more or less, to the initial point.

EXCEPTING THEREFROM the following:

1. The West 300 feet thereof.
2. The North 100 feet thereof.
3. That portion conveyed to Jeffrey J. Hafford, et ux, by instrument recorded in Auditor File No. 2006160471.

PARCEL II

A tract of land in the Northeast Quarter of Section 25, Township 3 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of said Section 25; thence West 15.003 Chains; thence South 27°30" East 32.50 Chains; thence North 28.83 Chains to the point of beginning.

EXCEPTING THEREFROM the following:

1. All that portion lying Southerly of the North line of Loop Road.
2. That portion conveyed to Jeffrey J. Hafford, et ux, by instrument recorded in Auditor File No. 2006160471.

Exhibit "A"

Commencing at the Northwest corner of the Southeast quarter of the Southeast quarter of Section 24, Township 3 North, Range 7 East lying East of the Willamette Meridian. Thence South $1^{\circ}12'56''$ West 549.16' to the true point of beginning. Thence South $88^{\circ}37'21''$ East 620.56'. Thence South $1^{\circ}01'42''$ West 314.37'. Thence North $88^{\circ}43'15''$ West 321.59'. Thence South $1^{\circ}12'56''$ West 254.26'. Thence North $31^{\circ}21'16''$ West 222.91'. Thence North $88^{\circ}47'03''$ West 180'. Thence North $1^{\circ}12'56''$ East 382.16' to the true point of beginning. Containing 5.21 acres per survey recorded in Skamania County Auditor's File Number 2006161901.

Unofficial Copy

Exhibit "A"

All that portion of land lying in the Southeast quarter of the Southeast quarter of Section 24, Township 3 North, Range 5 East of the Willamette Meridian. Beginning at the Northwest corner of the Southeast quarter of the Southeast quarter; thence South $1^{\circ} 12' 56''$ West 549.16'. Thence South $88^{\circ} 37' 21''$ East 620.56'. Thence South $1^{\circ} 01' 42''$ West 214.37'. Thence South $88^{\circ} 43' 14''$ East 711.71' to the East line of Section 24. Thence North $1^{\circ} 01' 42''$ East 760.04' to the Northeast corner of the Southeast quarter of the Southeast quarter of Section 24. Thence North $88^{\circ} 31' 27''$ West 1330.50' to the point of beginning. Containing 20.24 acres per survey filed in Skamania County Auditor's File Number 2006161901.

