

RETURN ADDRESS

Estate of Carl J. Holcombe  
41 Sportsman Road  
Washgougal, WA 98671

*See 31876*  
Document Title(s):

Private Street Maintenance Agreement

Grantor(s): (Last name, First name and Middle Initial)

Jon Holcombe, Personal Representative of the State of Carl Jimmy Holcombe

Grantee(s): (Last name, First name and Middle Initial)

Public

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Section 6 T1N R5E, Skamania County, Washington

*page 7*  
Assessor's Property Tax Parcel/Account Number:

01-05-06-1-0-0903-00

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 provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

*Melissa A Miller*  
Signature of Requesting Party

**PRIVATE STREET MAINTENANCE AGREEMENT**

STATE OF Washington

COUNTY OF Skamania

This Agreement is made by and among the parties hereto, hereinafter called collectively the "Owners" and individually the "Owner", as the context may require.

WHEREAS, each Owner is the owner of a tract of land (herein "lot") located in , Skamania County, WA abutting and adjoining that certain private roadway or street easement more fully described in and created by those certain instruments recorded in Skamania County, WA , said street easement being more commonly known as Sportsman Rd.; each lot being more particularly identified by the Property Address on the signature page of this Agreement; and

WHEREAS, it will be mutually advantageous to the Owners to be jointly and severally liable to repair and maintain the private street as said private street provides ingress and egress in and to the Owners' lots and is necessary for the full use and enjoyment of said lots.

NOW, THEREFORE, for and in consideration of the mutual advantages accruing to said Owners by the continued existence of the private street in its present condition for access to the lots, the Owners hereby agree each with the other as follows:

1. No Owner, without the written consent of the other Owners, shall ever alter, change, or do any other act or thing to said private street which would in any way materially adversely affect said private street.
2. Notwithstanding any other provision of this Agreement to the contrary, an Owner who by his negligence or willful act causes the private street to be damaged shall bear the whole cost of repairing said damage.
3. The Owners are hereby jointly and severally obligated to maintain and repair the private street in a condition substantially equivalent to its present condition and usefulness and are jointly and severally obligated to pay the cost of such maintenance and repair.
4. In the event that an Owner, herein the Defaulting Owner, shall fail, refuse or for any reason be unable to maintain and repair or pay for his share of the cost of the maintenance and repair of the private street, the other Owners, herein the Non-defaulting Owners, shall have, and are each hereby granted, the option to maintain and repair and pay the Defaulting Owner's portion of the cost of the maintenance and repair of the private street, on the condition that the Non-defaulting Owner or Owners shall have delivered to the

Defaulting Owner or Owners thirty (30) days prior written notice of intention to exercise such option and that upon the expiration of such notice, the Defaulting Owner shall not have commenced or resumed, as appropriate, or paid his share of the cost of the maintenance and repair of the private street.

5. In each instance where, under the terms of this Agreement, an Owner undertakes to maintain or repair the private street, that Owner (the "Indemnifying Owner") shall indemnify and hold harmless the other Owners (the "Indemnified Owners") from any and all liability (other than any amounts for which a Defaulting Owner may be obligated under this Agreement) or damages which the Indemnified Owners may suffer as a result of claims, demands, costs, liens, judgments or awards against the Indemnified Owners arising out of or as a result of the maintenance or repair by the Indemnifying Owner of the maintenance or repair of the private street. This paragraph shall not relieve the Owners from their joint and several liability expressed in paragraph 3 hereof.
6. No Owner shall change the grade or elevation of this private street or erect thereon any barrier or other device or facility the effect of which would be to prohibit or impair the flow of vehicular or pedestrian traffic over the private street.
7. Nothing in this Agreement shall be interpreted to prohibit the Owners from enjoying the easement estates granted to them in the private street pursuant to the recorded instruments hereinabove referred to (subject, however, to the limitations to and conditions of such easement estates as set forth in said recorded instruments). Nothing in this Agreement shall ever constitute or be construed as a dedication of any interest herein to the public or give any member of the public any right whatsoever.
8. The provisions of this Agreement, may be enforced by any Owner, or by any Mortgagee holding a lien covering all or a portion of any lot; and if any litigation is commenced concerning this Agreement or the rights and duties of an Owner in relation to this Agreement, the party prevailing in such litigation will be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in that litigation.
9. If any provision of this Agreement shall, for any reason, be held violative of any applicable law and/or unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein, all of which such other provisions shall remain in full and effect.
10. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington and venue for all purposes shall be in Skamania County, Washington.
11. Any notice provided for in this Agreement shall be given or served by first class mail, postage pre-paid and addressed to the Owner to be notified, or by delivering the same to such Owner. The notice shall be delivered or mailed to the Property Address of the Owner as set out herein, and notice mailed in the manner hereinabove described shall be deemed to have been delivered and be effective from and after the expiration of four (4) days after it is so mailed. Notice given in any other manner shall be deemed to have been delivered and be effective only if and when received by the Owner to be notified.
12. Any Mortgagee holding a lien covering all or a portion of a lot shall

have the same right as any Owner in default hereunder may have under the terms hereof to cure any default by such defaulting Owner; and in the event such Mortgagee shall cure any such default, such curative action shall have the same effect, and such default shall be deemed cured to the same effect, as if such action had been taken by such defaulting Owner; provided, however, notwithstanding the foregoing, no such Mortgagee shall have the obligation to cure any default or to be liable for any sums due as a result of such default.

13. This Agreement shall be perpetual and at all times be construed as a covenant running with the land, and the right of any Owner to contribution from the other Owners under this Agreement shall be appurtenant to the land and shall pass to such Owner's successors in title.
14. This Agreement shall bind and inure to the benefit of the Owners and their respective heirs, executors, administrators, successors and assigns.

*Jon Holcombe as personal representative  
of the Estate of Carl Jimmy Holcombe*

DATE:

7-12-10

Name:

Property Address: 41 Sportsman Rd Washougal WA 98671

DATE:

Name:

Property Address:

EXECUTED the day and year indicated by each Owner's name.

DATE:  
7-12-10

J. Holcombe personal representative  
Name:  
Property Address: 41 Sportsman Rd Washougal WA 98671

DATE:  
\_\_\_\_\_

\_\_\_\_\_  
Name:  
Property Address:

THE STATE OF WA  
COUNTY OF Clark

This instrument was acknowledged before me on the 12<sup>th</sup> day of  
July, 2010 by Jonathon C. Holcombe

My commission expires:  
Aug. 30, 2011

[Signature]  
NOTARY PUBLIC

Casey K. Ferreira  
Notary's Name (printed)

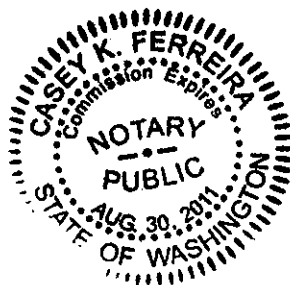
THE STATE OF  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Notary's Name (printed)



STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this 12<sup>th</sup> day of July, 2010, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jon Holcombe as Personal Representative of Carl Jimmy Holcombe the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute the said instrument on behalf of the said entity.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

*Melissa A. Miller*  
Notary Public in and for the State of Washington,  
Residing at Battle Ground  
My Commission Expires: 1/29/2011

Notary Public  
State of Washington  
MELISSA A. MILLER  
My Appointment Expires Jan 29, 2011

Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT 'A'

A tract of land located in the North half of the Northeast Quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian Skamania County, Washington, described as follows:

Beginning at the Southwest corner of a tract of land conveyed to Eldo D. Heller, et ux, by deed dated April 12, 1968, and recorded at Page 1 of Book 59, records of Skamania County, Washington and the True Point of Beginning thence South 87° 26' East along the South line of said tract 180 feet to the Southwest corner of a tract of land conveyed to Eldo Heller, et ux, by deed recorded at Page 102 of Book 64, records of Skamania County, Washington, thence North 240 feet, more or less, to the center of Sportsman road; thence Northwesterly along the center line of Sportsman road to a point that is 279.38 feet North of the Point of Beginning, thence South 02° 34' West 279.38 feet to the True Point of Beginning.

Except any portion lying within Sportsman Road.

Gary H. Martin, Skamania County Assessor

Date 12-4-06 Parcel # 1-5-6-1-903

*ghm*