

WHEN RECORDED RETURN TO:

NANCY BOUCHER-ELWOOD
6444 NE GOING STREET
PORTLAND OR 97218

DOCUMENT TITLE(S)

DECLARATION OF ROAD MAINTENANCE AND SHARED USE

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

GRANTOR(S):

MILDRED BOUCHER

☐ Additional names on page _____ of document.

GRANTEE(S):

MILDRED BOUCHER BY HER POA NANCY BOURCHER-ELWOOD

☐ Additional names on page _____ of document.

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

PTN LOT 5, LOTS 6-14, LOTS 13-14, PTN LOTS 2-7 BLK 7 COOK TOWNSITE A/33 & PTN SEC 27,
T3N, R9E W.M

☒ Complete legal on page 4-7 of document.

TAX PARCEL NUMBER(S):

03-09-34-2-1-0200-00

☐ 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.

Nancy Boucher-Elwood
6444 NE Going Street
Portland, OR 97218

**DECLARATION OF
ROAD MAINTENANCE AND SHARED USE**

WITNESSETH


Whereas, this Declaration is to run with the land and shall be binding upon all parties and all persons owning or purchasing the described property in Exhibits 1 and 2, attached and incorporated herein.

Whereas, the following 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. Such limitations, restrictions, conditions, reservations and agreements shall be binding and effective for a period of 20 years, at the end of which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by all of the then owners of the lots within such areas has been rendered, agreeing to change said covenants and restrictions in whole or in part; except however, if prior to such 20 year date, it appears to the advantage of then owners that these restrictions should be modified, then and in the event, any modification desired may be made by the then owners of the described property. If the properties are further divided, modification may be made if a majority of owners choose to modify.

Whereas, invalidation of any of the terms by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect;

1. PROPERTY SUBJECT TO THESE COVENANTS:

The real property which is subject to said covenants is situated in Skamania County, State of Washington, and is described as follows, to wit:

Parcel No: 03-09-34-2-1-0200-00 & 03-09-34-2-1-0201-00 
For Legal Description see attached exhibits 1 and 2

2. **ROAD MAINTENANCE:** The properties are served by a non-exclusive easement for ingress, egress and utilities as depicted on the attached Exhibit 3, depicted as the "Proposed Access and Utility Easement" which will be created by the conveyance instrument out of the Boucher ownership. The use of road, formally

known as Jackman road, is necessary for access to the residence on Parcel A and for access to the garage for Parcel B, however, Parcel B will typically use a parking area off Cook Underwood Road to access the residence on Parcel B. The Parking Area Easement depicted on Exhibit 3 is generally for Parcel A, but it is also non-exclusive and there may be some temporary use by Parcel B residents. Therefore, since the contemplated and agreed use is unequal in extent, the responsibility for maintaining the road, including snow removal is 80 % attributable to Parcel A, and 20 % attributable to Parcel B. If either owner wishes to pave the formally known Jackman Road, the parties will have to execute a new agreement, mutually agreed upon, to determine responsibility of paving. Neither party is entitled to pave and demand reimbursement.

3. Parking Area: The parties apply the same shared use and maintenance division agreement to the parking area, with the added term that if either party damages the retaining wall along the south side of the parking area, said party is responsible for the repair. If act of god (weather, time, earthquake, etc) causes damage, the parties shall repair and split cost equally.
4. Use of the parking area is primarily for Parcel A, but Parcel A may not occupy the parking area in such a way to materially impede Parcel B from accessing the garage with a vehicle, including large pick-up trucks, or with equipment for repair and maintenance of Parcel B. No structures, permanent or temporary may be erected, constructed or placed within the parking easement.

In the event of a dispute between the parties regarding the terms of this agreement or any other dispute arising from the use, occupation, neglect, or sharing of the road and parking area, the parties agree to first submit to mediation to resolve the dispute at Six Rivers Mediation or other similar mediation agency if Six Rivers is no longer in existence or declines to mediate the dispute. If mediation fails to remedy the problem, the parties agree that if the parties decide to litigate the controversy, they agree to pay their own legal fees, regardless of the outcome of the dispute. No party shall be able to collect attorney fees from the other, regardless of the outcome, decided by the court or settlement.

Dated this 21 day of December, 2016

Mildred Boucher by her POA Nancy Boucher-Elwood
Mildred Boucher, by her attorney in fact, Nancy Boucher-Elwood

STATE OF WASHINGTON)

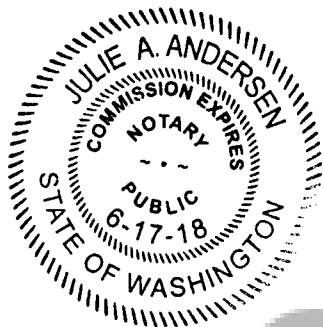
)ss.

County of ~~Klickitat~~)

Stamania

On this 21 day of December, 2016, before me personally appeared, Nancy Elwood-Boucher, to me known to be the Attorney in fact for Mildred Boucher, that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act for the uses and purposes therein mentioned and on oath stated the she was authorized to execute said instrument.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Julie A. Andersen
 Name *Julie A. Andersen*
 Notary Public in and for the
 State of Washington, residing at
Casson, Washington
 My commission expires *June 17, 2018*

Unofficial Copy

EXHIBIT 1: LEGAL DESCRIPTION
Adjusted Parcel 03093421020000 ("A")

A tract of land located in the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, Township 3 North; Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

All that real property described in Deed filed in Book 118, Page 21, Skamania County:

Parcel 1: The easterly 8.6 feet of Lot 5, and all of Lots 6 through 14 of Block 6, of the TOWNSITE OF COOKS.

Parcel 2: All of Block 7, TOWNSITE OF COOKS, excepting the following: Lot 1; that portion of Lots 2 through 8 lying southerly of a line 85 feet distant from and parallel with the south line of the said Block 7, and Lots 9 through 12 of said Block 7.

Parcel 3: A tract of land located in the SW quarter of the SE quarter of Section 27, Township 3 North, Range 9 East., W.M., more particularly described as follows: Beginning at a point on the south line of the said Sec. 27 W 243 feet from the SE corner of the SW quarter of the SE quarter of the said Sec. 27; thence N 23 deg. 08 min. W 44 ft.; thence N 28 deg. E 209 ft. to intersection with the Taylor & Graves Rd.; thence westerly following said road 471 ft. to a point parallel and in line with the east line of the parkway bordering on the west side of the former school district grounds; thence S 23 deg., 08 min. E 80 ft. to the S line of the said Sec. 27, said point being the northwest corner of the said school district grounds; thence E 207 ft. more or less to POB.

Parcel 4: A tract of land located in the Southwest Quarter of the Southeast Quarter of Section 27, Township 3 North, Range 9 E., W.M., Skamania County, Washington, more particularly described as follows: Beginning on the section line between Sections 27 and 34, Township 3 N, Range 9 E., W.M., said point being the southeast corner of Lot 15 of Block 6 of the TOWNSITE OF COOKS according to the official plat thereof, and 539.3 ft., more or less, N 88 deg. 44 min. W of the Southeast corner of the Southwest Quarter of the Southeast Quarter of the said Section 27; thence South 88 deg. 44 min. E 78.8 ft., more or less, along the South line of the said Section 27 to the northwest corner of Lot 14 of Block 7 of the TOWNSITE OF COOKS aforesaid; thence North 23 deg. 08 min. West 32.6 ft.; thence South 66 deg. 52 min. West 73.6 ft., more or less, to the point of beginning.

TOGETHER WITH all water rights and personal property attendant thereto.

AND ALSO:

The West 31.7 feet of that area in Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks South of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks.

AND ALSO:

That area in Lot 1 of Block 7, Townsite of Cooks North of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks.

LESS:

All that area in Lots 2,3,4,5,6 & 7, Block 7, Townsite of Cooks North of a line 85 feet North and parallel to the South lines of said Lots 2,3,4,5,6 & 7, Block 7, Townsite of Cooks, laying East of a line that is parallel and East of the West line of said Lot 1, a distance of 27.3 feet.

LESS:

All that area in Lot 13, Block 7, Townsite of Cooks laying East of a line that is parallel and East of the West line of said Lot 13, a distance of 27.3 feet.

LESS:

A tract of land located in the Southwest quarter of the Southeast quarter of Section 27, Township 3 North, Range 9 East, W.M., more particularly described as follows: Beginning at a point on the south line of the said Section 27 which is West, 243 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of the said Section 27; thence N 23 08'00" W, a distance of 44 feet; thence Southwesterly a distance of 110 feet, more or less to the Easternmost corner of Lot 14, Block 7, Townsite of Cooks; thence East along the North line of the Plat of Cooks, 120.6 feet to the Point of Beginning.

EXHIBIT 2

Legal Description
Adjusted Parcel 03093421020100 ("B")

A tract of land located in the Southeast Quarter of Section 27 and the Northeast Quarter of Section 34, Township 3 North; Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

All that real property described in Quit Claim Deed filed in Book 65, Page 619, Skamania County:

All that area in Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks South of a line 85 feet North of and parallel to the South lines of said Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks.

AND ALSO:

All that area in Lots 2,3,4,5,6,7 & 8 of Block 7, Townsite of Cooks North of a line 85 feet North and parallel to the South lines of said Lots 2,3,4,5, 6,7 & 8 of Block 7, Townsite of Cooks.

AND ALSO:

All that area in Lot 13, Block 7, Townsite of Cooks laying East of a line that is parallel and East of the West line of said Lot 13, a distance of 27.3 feet.

AND ALSO:

A tract of land located in the Southwest quarter of the Southeast quarter of Section 27, Township 3 North, Range 9 East, W.M., more particularly described as follows: Beginning at a point on the south line of the said Section 27 which is West, 243 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of the said Section 27; thence N 23 08'00" W, a distance of 44 feet; thence Southwesterly a distance of 110 feet, more or less to the Easternmost corner of Lot 14, Block 7, Townsite of Cooks; thence East, 120.6 feet to the Point of Beginning.

LESS:

The West 27.3 feet of that area in Lots 1, 2, 3, 4, 5, 6, 7 and 8 of Block 7, Townsite of Cooks

EXHIBIT 3

A 14' (fourteen foot) Easement for ingress, egress & utilities, laying North of the following described centerline:

Commencing at a point on the south line of the said Section 27 which is West, 243 feet from the Southeast corner of the Southwest quarter of the Southeast quarter of the said Section 27; thence North $23^{\circ}5'18''$ West, a distance of 44 feet; thence Southwesterly a distance of 110 feet, more or less to the Easternmost corner of Lot 14, Block 7, Townsite of Cooks; thence South $66^{\circ}44'52''$ West along the South line of said Lot 14, a distance of 60.72 feet to the True Point of Beginning;

Thence Northeasterly along the following courses:

Along the South line of said Lot 14, North $66^{\circ}44'52''$ East, a distance of 60.72 feet; thence North $69^{\circ}49'10''$ East, a distance of 109.97 feet; thence North $67^{\circ}29'38''$ East, a distance of 209.00 feet, more or less, to the end of said centerline and the intersection of Jackman Road .

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