

SKAM
REAL ES.



After Recording Return To:

Leanne M. Bowker, Esq.
HARRIS & BOWKER LLP
10300 SW Greenburg Road, Suite 530
Portland, OR 97223-5486

JUN 11 2019

PAID

SKAMANIA COUNTY TREASURER

Grantors (Sellers): Jeffrey J. Streich and Lindsay Streich

Grantees (Buyers): Jeffrey J. Streich and Lindsay Streich

Legal Description: Lots 1 & 2 of the John & Brenda S/P#2007166643

Assessor's Tax Parcel ID#: 02-07-01-1-0-1602-00 & 02-07-01-1-0-1603-00

DECLARATION OF DRIVEWAY MAINTENANCE AGREEMENT

RECITALS

- A. **Whereas,** Jeffrey J. Streich and Lindsay J. Streich own the real property and improvements known as 472 SW Lotz Road, Stevenson, Washington and legally described as set forth on Exhibit A attached hereto and incorporated herein by this reference ("Parcel A").
- B. **Whereas,** Jeffrey J. Streich and Lindsay J. Streich own the real property and improvements known as 431 SW Lotz Road, Stevenson, Washington and legally described as set forth on Exhibit B attached hereto and incorporated herein by this reference ("Parcel B").
- C. A map of the parcels involved is attached hereto as Exhibit C for reference purposes.
- D. The parties share the driveway and desire to set forth in this Agreement the terms and conditions under which they will share the costs and expenses of maintaining and repairing the driveway.

AGREEMENT

In consideration of these promises, covenants, and conditions set forth herein, the parties hereby mutually agree:

1. **Recitals Are True and Correct.** The recitals stated above are true and correct and are made part of this Agreement.

2. **Definitions.**

2.1. **"Parcel"** shall mean and refer to Parcel A and Parcel B, as described in the Recitals above, and any future Parcel that is created by splitting, partitioning, or subdividing an existing Parcel.

2.2. **"Parcel Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel or a purchaser in possession of a Parcel under

a land sale contract. The foregoing does not include persons or entities that hold any interest in any Parcel merely as security for the performance of an obligation.

2.3. **"The Driveway"** shall have the meaning attributed to such term in Recital C above.

2.4. **Voting Rights.** Each Parcel is granted one (1) vote regardless of the number of Parcel Owners. If more than one person or entity owns a Parcel, all of the owners of such Parcel are collectively granted only one (1) vote. Each Parcel, therefore, represents only one (1) vote in the matters covered by this Agreement.

3. **Maintenance and Repair.**

3.1. **Agreement to Maintain and Repair the Driveway.** The Parcel Owners agree to maintain the Driveway and to perform repairs to maintain the Driveway in good passable condition under all weather conditions at all times. All costs and expenses for maintenance and repair shall be allocated in accordance with Section 5, Cost Sharing.

3.2. **Votes Required.** Unanimous consent is required for any maintenance or repairs to be made to the Driveway and to accept the bid for any maintenance or repair contract. Where emergency repairs are necessary, however, unanimous prior approval is not necessary before making such repairs. If any Parcel Owner performs improvements, maintenance, or repairs to the Driveway without the requisite votes, the Parcel Owner performing such work shall be solely responsible for the costs incurred, unless such work is deemed an emergency.

3.3. **Good Passable Condition.** Maintaining and repairing the Driveway shall include, but not be limited to, repairing the Driveway surface, filling chuck holes, adding chip seal or other surface material, clearing obstructions, grading or scraping the Driveway as necessary, preventing erosion, cleaning or re-cutting ditches as necessary, trimming brush along the roadside, removing snow, unplugging or opening drainage structures, and performing any and all other necessary work required to maintain the Driveway in a condition that will allow for reasonable and safe year-round passage of standard passenger vehicles and emergency vehicles.

3.4. **Compliance with Legal requirements.** All maintenance, repairs, and improvements shall be performed in accordance with any and all applicable legal requirements, and any and all licenses, permits, registrations, and other governmental authorizations required to perform such work shall be obtained and maintained, including, without limitation, a permit for working in a public right of way from City of Stevenson, or whichever governing body then has jurisdiction.

3.5. **Emergency Repairs.** If an emergency safety condition exists on the Driveway, any Parcel Owner has the authority to make emergency repairs as needed without prior approval or obtaining a majority of the voting rights. In such cases, the Parcel Owners will be notified after the repairs of the cost and the amounts due from each of them, as well as the reasons for making the emergency repairs.

3.6. **Damage or Destruction.** If a Parcel Owner or any of the Parcel Owner's tenants, customers, employees, agents or invitees damage or destroy any portion of the Driveway beyond ordinary wear and tear, such Parcel Owner shall repair the damage and restore the area in

2 – DECLARATION OF DRIVEWAY MAINTENANCE AGREEMENT

workmanlike manner to the condition it was in before the damage of the destruction. The costs incurred in connection with affecting such repairs shall be the sole obligation of the Parcel Owner who caused or is responsible for such damage.

3.7. **Service Contracts.** Unless the Parcel Owners agree otherwise, the Parcel Owners shall engage reputable third parties to perform the maintenance and repairs to the Driveway.

3.8. **Cost Sharing.** The Parcel Owners agree to share equally the costs and expenses of maintaining and repairing the Driveway, regardless of the size of any particular Parcel or distance travelled over the Driveway. In a voluntary conveyance of a Parcel, the grantee shall be jointly and severally liable with the grantor for all unpaid costs and expenses against the grantor of the Parcel to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. All payments under this Agreement are due within 10 days' receipt of notice from any Parcel Owner of such cost or expense. In the event a Parcel Owner fails to pay within 10 days of the date the payment is due, interest at a rate of 9% shall be charged to the late payment until such payment is made.

3.9. **Failure to Perform.** In the event the Parcel Owners fail to comply with Section 3, any Parcel Owner may initiate maintenance or repair to the Driveway by providing all other Parcel Owners with a minimum of 30 days' advance written notice of its intent to conduct maintenance or repair. Any such notice shall be accompanied by at least two bids for the work to be performed on the Driveway. In the event no Parcel Owner provides a written objection to such work within the 30-day notice period, the Parcel Owner initiating the maintenance or repair may perform such work with the Parcel Owners being obligated to promptly provide reimbursement for the work performed in accordance with Section 3.8.

4. **Miscellaneous Provisions.**

4.1. **Binding Effect.** The Parcels shall be held, transferred, sold, conveyed, and occupied subject to the terms of this Agreement and the covenants, conditions, and restrictions set forth herein, which shall be appurtenant to and run with the land, and which shall be conclusive and binding on and inure to the benefit of each Parcel Owner, each Parcel Owner's heirs, next of kin, children, personal representatives, executors, administrators, successors, and assigns, and each of all other parties having or acquiring any right, title, or interest in the Parcels or any part thereof.

4.2. **Perpetual.** The terms of this Agreement and the covenants, conditions, and restrictions set forth herein shall be perpetual.

4.3. **Prior Encumbrances.** The terms of this Agreement and the covenants, conditions, and restrictions set forth herein are granted subject to all prior encumbrances of record.

4.4. **Integration.** This Agreement contains the final and complete agreement and understanding of the Parcel Owners with respect to the matters described herein, and supersedes all prior and contemporaneous agreements between them with respect to such matters.

4.5. **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement

and the application of such term or provision to persons other than those as to which it is held invalid or unenforceable by a court of competent jurisdiction shall not be affected thereby. Invalidity of any one of the covenants, conditions, or restrictions contained in this Agreement by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

4.6. **No waiver.** The failure of any Parcel Owner at any time to require strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of the Agreement.

4.7. **Enforcement.** Any Parcel Owner may file suit to enforce the provisions of this Agreement.

4.8. **Governing Law and Choice of Forum.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington without regard to its principles of conflicts of laws. Any litigation arising out of or in connection with this Agreement shall be conducted in the Superior Court for Skamania County, Washington. The Parcel Owners agree to submit to personal jurisdiction in said court.


4.9. **Attorney Fees.** If any arbitration, suit or action, including a foreclosure action, is instituted to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorney fees at trial and on appeal in such suit or action, including those incurred in any bankruptcy proceeding, in addition to all other sums provided by statute.

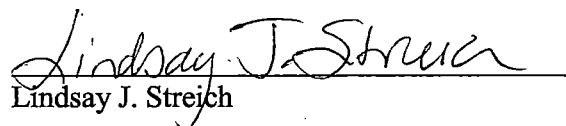
4.10. **Amendment.** Any amendment of this Agreement requires unanimity of the voting rights and must be by written instrument in recordable form.

4.11. **Recording This Agreement.** The original and amended versions of this document, including added signatures, shall be recorded in the official records of Skamania County, Washington.

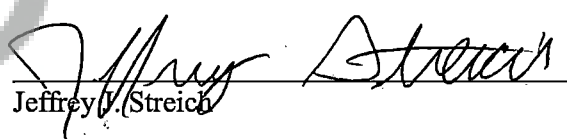
DATED this 7th day of June, 2019.

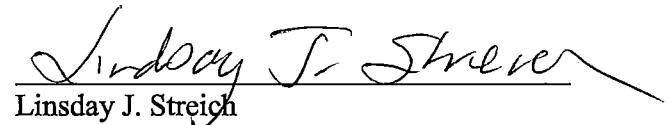
PARCEL A OWNERS:


Jeffrey J. Streich


Lindsay J. Streich

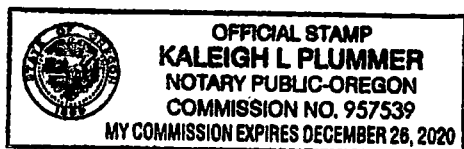
PARCEL B OWNERS:


Jeffrey J. Streich


Lindsay J. Streich

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on June 7, 2019 by Jeffrey J. Streich and Lindsay J. Streich as owners of Parcels A and B.



Kaleigh Plummer
Notary Public for Oregon
My Commission Expires: 12/26/2020

EXHIBIT A

PARCEL I: 02-07-01-1-0-1602-00

A tract of land located in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the John and Brenda Short Plat, recorded in Auditor's File Number 2007166643 and Recorded in Auditor's File Number 2007166988, Skamania County Records.

EXHIBIT A – DECLARATION OF DRIVEWAY MAINTENANCE AGREEMENT

EXHIBIT B

PARCEL II: 02-07-01-1-0-1603-00

A tract of land located in the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the John and Brenda Short Plat, recorded in Auditor's File Number 2007166643 and Recorded in Auditor's File Number 2007166988, Skamania County Records.

AF 2007160643

REFERENCES

NOTES

1. A 15' ACCESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF STEVENSON. 2. DECATUR HATCHED UTILITY EASEMENT IS GRANTED TO CITY PERSONAL FOR THE PURPOSE OF METER READING, MAINTENANCE AND REPAIRS TO THE WATERLINE.
APR 2007 1040412
3. A 10' EASEMENT INGRESS, EGRESS AND UTILITY EASEMENT IS DEDICATED TO THE CITY OF STEVENSON.
APR 2007 1040411
3. HATCHED AREA IS AN ACCESS AND UTILITY EASEMENT IN FAVOR OF LOT 1.
4. ACCESS AND UTILITY EASEMENT IN FAVOR OF LOT 1 OVER TAX LOT 1601

LEGAL DESCRIPTION

TAX LOT 1802
AFN 2009156382
AND PART OF TAX LOT 1400
AS PER G.C.D. FOR
BOUNDARY LINE ADJUSTMENT
IN BOOK 234, PAGE 383
EXCEPT BOOK 251, PAGE 105 BLA
NOTE: THE WOLFS ARE THE LEGAL
OWNERS OF TAX LOT 1601 AS WELL

TRAVERSE & ACCURACY STATEMENT

A CLOSED TRAVERSE AROUND THE PARCEL SHOWN WAS MADE WITH A FIVE-SECOND TOTAL STATION AND RELATED MEASURING EQUIPMENT, OF WHICH MEET STATE STANDARDS (NAC 332-430-090,100) AT THE TIME OF THIS SURVEY. A CLOSURE EXCEEDING 1:10,000 WAS ACQUIRED.

THE PURPOSE OF THIS SURVEY IS TO CREATE A TWO LOT SHORT PLAT.

LOTZ ROAD IS A CITY MAINTAINED ROAD. MY RESEARCH FOUND THAT ONLY A 16' EASEMENT EXISTS OVER TL 1300, AND NO OTHER WAIVER OF EASEMENTS WERE FOUND.

NOTE 1: THE SW CORNER OF THE TL 500 IS 620.0 FEET WEST OF THE SHEPARD
DLC EAST LINE WHERE AS THE NW CORNER OF ORIGINAL TL 1400 IS 619.0 FEET WEST
OF SAID DLC LINE.

We, owners of the above tract of land (Tax Lots 1602 and 1604), hereby declare and certify this Short Subdivision to be true and correct to the best of our abilities, and that this Short Subdivision has been made with our free consent and in accordance with our desires. Further, we dedicated all roads as shown, not noted as private, and waive all claims for damages against any governmental agency arising from the construction and maintenance of said roads.

John F. Woz 6-15-07

Brian H. White 6-15-07

1517

This map correctly represents a survey made by me or under my

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of John Wolf.

Professional Land Surveyor Date 3-22-07

The lots in this Short Subdivision contain adequate area and proper soil, topographic, and drainage conditions to be served by an onsite sewage disposal system unless otherwise noted on the Short Subdivision map. Adequacy of water supply is not guaranteed unless so noted on Short Subdivision map.

To be city sewer
to be city sewer

Statement - Given by _____	Department _____	Date _____
<p>I hereby certify that the city road abutting the proposed Short Subdivision is of sufficient width to meet current city standards without requiring additional right-of-way and that no right of way upon or abutting the proposed Short Subdivision is of sufficient width to meet the standards and to permit future utility installations. I further certify that the proposed private roads meet current city standards and that city water and sewer services are available to the proposed Short Subdivision, except as noted.</p>		

Public Works Director 6/15/07
Date

I hereby certify that this Short Subdivision complies with the Stevenson Short Plat Ordinance and is approved subject to properly being recorded and Filed with the Skamania County Auditor within 30 days of the summary approval.

Justin Plante 6/15/07

I hereby certify that the taxes and assessments have been duly paid, discharged, or satisfied in regard to the lands involved with this Short Subdivision. 026701101602.00 taxes per they 2007.

Vickie Chellard, Deputy June 19, 2007

Theresa D. Dole 6/15/07

STATE OF WASHINGTON

I hereby certify that the within instrument of writing filed by:
City of Bldg 1 John & Brenda Wolf at 2:55 P M on
June 28th, 2002, was recorded in Book _____ of _____

J. Michael Garrison by J. Randolph #2002-1146613
County Auditor Auditor's File No.

Land within this Short Subdivision shall not be further divided for a period of five (5) years except as provided by City Short Plat Ordinance or unless a final plat is filed pursuant to Stevenson City Code, Title 16, Subdivisions.

Ball Design Co. makes no warranty as to matters of written title such as adverse possession, prescriptive rights, easements, estoppel, acquiescence, etc., or to environmental concerns such as hazardous waste, pollution, wet land designation, riparian changes, flood zones, etc.

This plat is being re-recorded this 23rd day of July 2007 to add North Line for Lot 2.

LEGEND

- ☐ REF. 6 MARKER FOUND UNLESS OTHERWISE NOTED
- ☐ CALCULATED CORNER;
NOT SET OR FOUND.
- ☐ PLAT OR DEED CALL
- ☒ SET RED PLASTIC CAP (TPC) ON 5/8" REBAR
OR AS OTHERWISE NOTED.



**BELL DESIGN
COMPANY**
P.O. Box 5000, Omaha, NE 68106
314-481-1111

DATE	DESCRIPTION	BT
8/28	DRIFT	AMB
8/28	CHECK	INS

RECORD OF SURVEY
FOR JOHN AND BRENDA WOLF
CITY OF STEVENSON, WASHINGTON

0_2005\6155\056155.pr.2

SHEET: 1 OF 1
PROJECT: 058153
DATE: Mar 2007

