

Skamania County, WA
Total: \$106.50
AGLS
Pgs=4

2021-001806

05/24/2021 11:39 AM

Request of: DAVID BENNETT



SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

N/A

MAY 24 2021

PAID N/A
KSA, Deputy
SKAMANIA COUNTY TREASURER

Return Address:

David Bennett
PO Box 998
Stevenson, WA 98648

ROAD MAINTENANCE & UTILITIES AGREEMENT

This is a road maintenance agreement for Offshore Way in the Rick Pauly Short Plat as recorded in

Book _____ Page _____. *DBennett*

Grantor: David & Mary Lou Bennett

Grantee: David & Mary Lou Bennett

Section 1 Township 2N Range 7E WM

Tax Parcel #02070120040300 *G.S.*

Address: Lots 1, 2, 3 & 4 of the Rick Pauly Short Plat, SW Rock Creek Dr and Monda Rd
Stevenson, WA 98648

The undersigned own or have an interest in real property located on Offshore Way in the Rick Pauly Short Plat and declared to be a private road as defined in the Stevenson Code Chapter 2.07 Private Streets

Maintenance Agreement:

1. All lots using Offshore Way (private) for access to their property will share equally in the maintenance of the private road and drainage. 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 an 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 AGREEMENT

The said lot owners are responsible for the maintenance of and the parties agree that Offshore Way areas will be maintained in good, passable condition under all traffic and weather conditions. The cost of the maintenance, repair and/or restoration of the roadway and/or drainage shall be assessed equally among all landowners served by the said roads/drainage.

3. None of the parties having a right to use the road/drainage easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road or drainage in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the majority of the other adult owners of the property bound by this agreement.

4. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private roads.

5. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway.

The private road shall be used for the common benefit of all landowners.

If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road i.e. personally or through having deliveries made), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

6. Road maintenance or repair will be performed on any section of the road or drainage 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. The landowners that are bound by this agreement shall meet at that property on the first of April each year (or at such time and place as set by majority vote). Each year they shall by majority vote:

1. Decide what maintenance and repair work needs to be done the coming year.
2. Decide who shall be in charge of arranging for the work to be done.
3. Appoint a treasurer and secretary to collect each landowner's share and pay the bills.

7. Offshore Way is a private road limited by the city to serve 4 lots. Future division of the 4 lots or additional lots would exceed the City Standard for a Private Road. Additional lots would require the current landowners to agree to dedicate right of way and pay for improvements to satisfy the Stevenson Engineering Standards. An amendment to these conditions requires prior approval from the City.

8. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road/drainage repair or road/drainage maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement they deem 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 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 cost in connection therewith, including reasonable attorney's fees in an amount set by the Court.

9. Utilities. Each lot shares the utility easement as noted on the Rick Pauly Short plat for individual waterlines, gas lines, sewer lines and other utilities. Maintenance or repairs of utilities is the sole responsibility of the individual lot effected, unless the damaged is caused by other owners who would then carry the responsibility for repairs.

MONDA ROAD

ESTABLISHED 15' ON EACH SIDE OF
AS CONSTRUCTED CENTER LINE

10' UTILITY EASEMENT
BEING GRANTED

LOT 2

15,381 SQ. FT.

LOT 1

15,381 SQ. FT.

LOT 3

9,295 SQ. FT.

LOT 4

9,295 SQ. FT.

30' PRIVATE ROAD
AND UTILITY EASEMENT

10' SEWER EASEMENT
BEING GRANTED

S05°05'15"E 117.07'

L1

S00°39'43"W

S00°51'43"W

S64°07'49"W 81.61'

N79°14'55"E 476.99'

N79°21'28"E 289.33'

173.51'

(20')
115.81'

N29°05'25"W 156.40'

S28°03'38"E 126.10'

N64°16'28"E 75.00'

N64°16'28"E 107.78'

N64°16'28"E 95.68'

N64°16'28"E 122.29'

N64°16'28"E 95.68'

N12°06'05"W 118.31'

66.00'

66.00'

118.31'

128.58'

75.00'

463.65'

S64°16'28"W

02 07 01 20
0800 00

N26°37'40"W 154.87'

115.00'

39.87'

N64°16'28"E 75.00'

N64°16'28"E 107.78'

N64°16'28"E 95.68'

N64°16'28"E 122.29'

N64°16'28"E 95.68'

N64°16'28"E 107.78'

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N64°16'28"E 122.29'

N64°16'28"E 95.68'

N64°16'28"E 107.78'

N64°16'28"E 95.68'

402 00

DIVE

In WITNESS WHEREOF, the said parties have signed this agreement the day and year first mentioned.

Don R Bennett *MR Bennett*

STATE OF WASHINGTON

County of Skamania

The following instrument was acknowledged before me the 17 day of March 2021

By: *Betty Whitney*

Notary Public of Washington

My Commission expires: 10-29-24

