

**WHEN RECORDED RETURN TO:**ROBERT J. NUCKOLESP.O. Box 537White Salmon, WA 98672

Skamania County, WA

Total: \$308.50

RMA

Pgs=6

Request of: ROBERT J NUCKOLES

**2025-000333**

03/05/2025 11:43 AM



00020680202500003330060065

Please print or type information **Washington State Recorder's Cover Sheet** (RCW 65.04)**DOCUMENT TITLE(S)** (or transaction contained therein) (all areas applicable to your document must be filled in)ROAD MAINTENANCE AGREEMENT**REFERENCE NUMBER(S)** of Documents assigned or released:☐ Additional numbers on page \_\_\_\_ of document.**GRANTOR(S):**1. Robert J. Nuckoles

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.**GRANTEE(S):**1. Robert J. Nuckoles

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

☐ Additional names on page \_\_\_\_ of document.**LEGAL DESCRIPTION** (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):☒ Complete legal on page 5 of document.**Assessor's Property Tax Parcel #**

TRACT 1: 040715000 12100

TRACT 2: 040715000 12300

☐ Additional parcel numbers on page \_\_\_\_ of document. TRACT 3: 040715000 12000

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.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

R. J. Nuckoles

Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

UNTIL A CHANGE IS REQUESTED SEND  
STATEMENTS TO:

Robert J. Nuckoles

PO Box 537  
White Salmon, WA 98672

## **ROAD MAINTENANCE AGREEMENT**

These covenants are adopted as of this 5 day of MARCH, 2025, Robert J Nuckoles, an unmarried man.

### **RECITALS**

- A. Robert J Nuckoles, an unmarried man, is the owner of those certain tracts of land as described on attached Exhibit "A" and made a part of this document.
- B. Whereas an existing private 60-foot Reservation for a Joint Use Access and Utility Easement, as recorded in Auditor's File No. 2024-0006957 will require ongoing maintenance, for that portion of road lying northerly of Wind River Highway, which benefit those tracts lying on each side of said Access Easement, as shown on attached Exhibit "B". The owners of the tracts will be required to provide maintenance on said Access Easement.

- C. It is the purpose of these covenants to set forth the relative rights and responsibilities of the lot owner(s) regarding maintenance of the private access easement.


### **COVENANTS**

The covenants herein are intended to benefit and burden the real property described and to run with the land.

1. Real Property Subject to Agreement. This agreement shall apply to the following parcels of real property and any future development of the subject parcels of land described on attached Exhibit "A".
2. Costs of Road Maintenance. The costs of all repairs, maintenance, and plowing of the dedicated right-of-way, and public easement and will be divided among the property owners fronting along said private road. Each property owner shall share the responsibility of the road maintenance cost, based on the length of their property line that directly borders the road. Each property owner shall contribute a percentage of the total maintenance costs proportional to their frontage along said road.
3. Annual Meeting. In March of each year a meeting of the parcel owner(s) will be held. The purpose of the meeting will be to discuss any issues related to the road maintenance and to elect one of the owners to oversee maintenance for the upcoming year. The meeting will be scheduled by the owner(s) responsible for maintenance for the prior year and will be held at one of the owners' homes. Written notice of the time and place of the meeting will be delivered in person, or by mail, to the address of each parcel by mail the notice will be deemed delivered when mailed.
4. Owner(s) Responsible for Maintenance. At the annual meeting the parcel owners will elect one owner to be responsible for maintenance of the roadway for the following year. That owner will remain responsible until a successor is elected as provided in this agreement. Initially, Robert J. Nuckoles will be the owner responsible for maintenance.
5. Duty of Owner(s) Responsible for Maintenance. The owner(s) responsible for maintenance will be responsible for any reasonably necessary roadway maintenance. This includes snow removal. This person(s) will have sole authority for these matters, including what needs to be done, how it gets done, and who does it. All costs incurred will then be appropriately documented and each property owner then billed based on percentage of the total maintenance costs proportional to their frontage along said road. Payment is due within ten days of billing. Financial records will be maintained for a period of at least three years.

6. Compensation of owner(s) Responsible for Maintenance. No owner(s) will be entitled to compensation for services performed as owner(s) responsible for maintenance. However, in that person's discretion, any work may be contracted to outside sources and those costs will be a joint responsibility of the parcel owners.
7. Enforcement. Any parcel owner(s) who fails to pay amounts due as outlined in this agreement will be subject to an action at law for the collection of those expenses by any other parcel owner(s) as well as any legal fees incurred. Interest shall accrue on any unpaid amount from the due date until paid at the rate of 18% per annum.
8. Amendment. These covenants may be amended only by unanimous written agreement of the parcel owners.
9. Liability for Damage. Each parcel owner(s) will be responsible for the costs to repair any damage caused to the roadway by that party, its agents or invitees. The owner(s) responsible for maintenance will not be liable to the others for failure to perform that owner's duties unless the owner(s) is grossly negligent.
10. Voluntary Assistance. Any parcel owner(s) may voluntarily assist with or provide maintenance for repairs for the roadway. No compensation or reimbursement will be due for voluntary assistance. Reimbursement may be allowed for parts, supplies or other out of pocket expenses upon presentation of adequate documentation and approval of the owner responsible for maintenance.

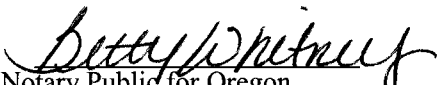
Dated on the year and date set forth above.

  
Robert J. Nuckoles

STATE OF WASHINGTON     )  
  )ss. 5 day of MAR., 2025  
COUNTY OF SKAMANIA     )

Personally, appeared Robert J. Nuckoles, and acknowledged the foregoing instrument to be of his voluntary act and deed. Before me:



  
Notary Public for Oregon  
My Commission Expires: 10-29-28

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**TRACT 1**

Tax Parcel Number(s): 04071500010100

Abbreviated Legal: Lot 4 of the McKay S/P #2020-002678

Property Description:

**A tract of land located in the Northeast Quarter and the Southeast Quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:**

Lot 4 of the MCKAY Short Plat SP-19-08, recorded as Auditor's File No. 2020002678, Skamania County Records.

EXCEPTING THEREFROM a tract being a portion of Lot 4 (SP-19-08) Auditors File Number 2020002678 located in the Southeast Quarter of the Northeast Quarter of Section 15, Township 4 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, being more particularly described as follows:

Beginning at a 5/8" iron rod L.S. 43141, monumenting the Northwest corner of said Lot 4; thence South 89° 05' 04" East a distance of 295.64 feet to a 5/8" iron rod L.S. 43141, monumenting the Northeast corner of said Lot 4; thence South 00° 12' 48" West a distance of 600.04 feet to a 5/8" iron rod, L.S. 43141; thence North 89° 04' 59" West a distance of 20.58 feet to a 5/8" iron rod, no cap; thence North 89° 05' 09" West a distance of 275.02 feet to a point; thence North 00° 12' 34" East a distance of 600.04 feet to the point of beginning.

**TRACT 2**

Tax Parcel Number(s): 04071500012300

Abbreviated Legal: Lot 3 of the Whiskey Flat SP-24-02

Property Description:

Lot 3 of the WHISKEY FLAT SHORT PLAT SP-24-02, records of Skamania County Records.

**TRACT 3**

Tax Parcel Number(s): 04071500012000

Abbreviated Legal: Lot 4 of the Whiskey Flat SP-24-02

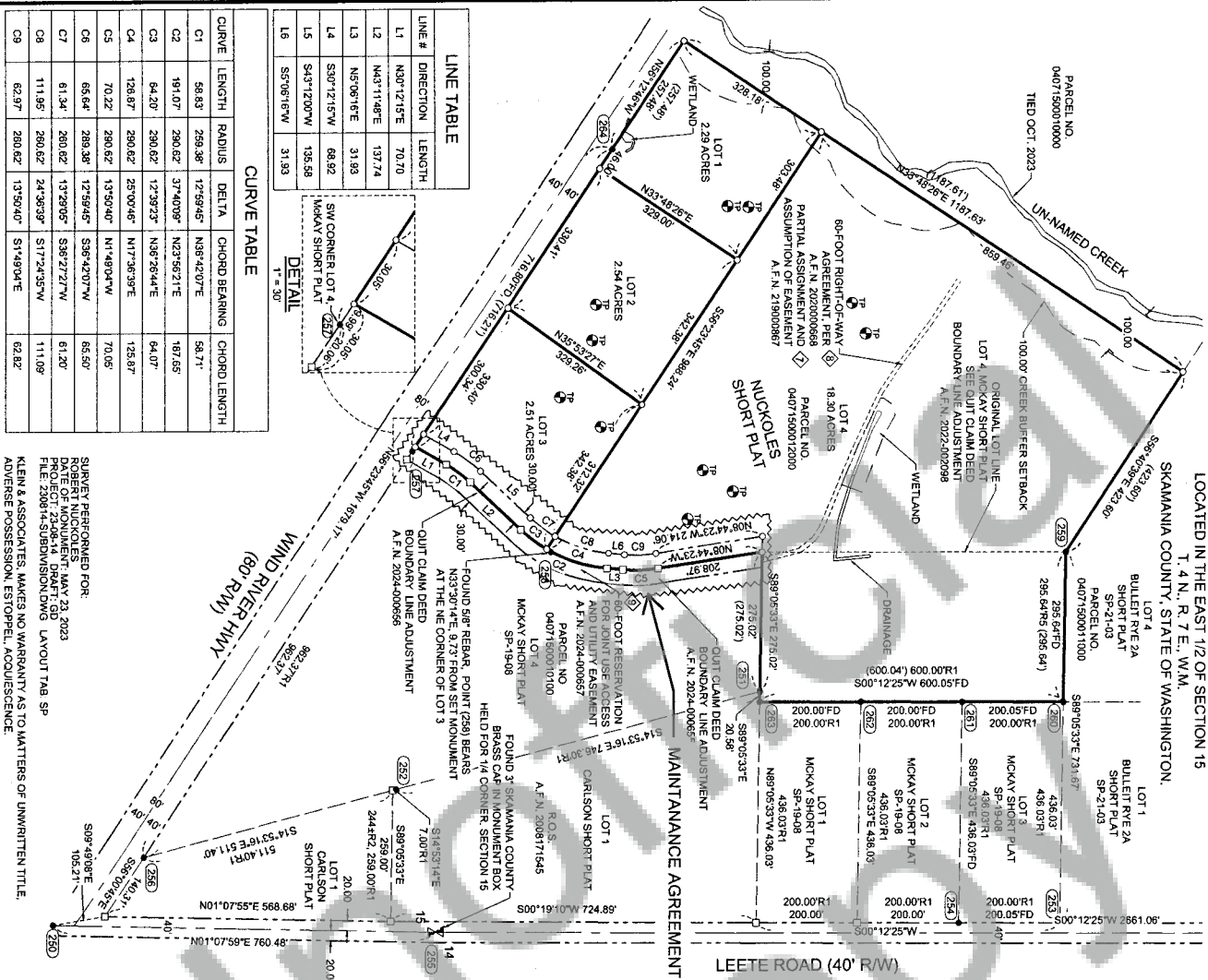
Property Description:

Lot 4 of the WHISKEY FLAT SHORT PLAT SP-24-02, records of Skamania County Records.

# EXHIBIT "B"

## WHISKEY FLAT SHORT PLAT SP-24-02

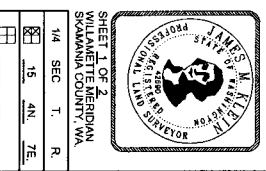
A PORTION OF LOT 4, MCKAY SHORT PLAT SP-19-08  
LOCATED IN THE EAST 1/2 OF SECTION 15  
T. 4 N., R. 7 E., W.M.  
SKAMANIA COUNTY, STATE OF WASHINGTON.



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	58.83	259.36	125.945°	N58°42'07"E
C2	191.07	290.62	37°40'09"	N23°56'21"E
C3	64.20	290.62	12°39'23"	N58°28'44"E
C4	126.87	290.62	25°00'46"	N17°36'39"E
C5	70.22	290.62	13°59'40"	N1°49'04"W
C6	65.64	289.36	12°59'45"	S36°42'07"W
C7	61.34	280.62	12°29'05"	S38°21'21"W
C8	111.95	280.62	24°36'39"	S17°24'55"W
C9	62.97	280.62	13°59'40"	S1°49'04"E

SURVEY PERFORMED FOR:  
ROBERT NUCKLES  
MAY 23, 2023  
PROJECT 230814-SUBDIVISION LAYOUT TAB SP  
FILE 230814-SUBDIVISION.DWG  
KLEIN & ASSOCIATES, L.L.C. HAS NO WARRANTY AS TO MATTERS OF UNWRITTEN TITLE,  
ADVERSE POSSESSION, ESTOPPEL, ACQUESCENCE.

OWNER  
ROBERT NUCKLES  
**Klein & Associates, Inc.**  
ENGINEERING AND SURVEYING  
14113B Shaw-Hew Hwy. Q# 8703  
TEL: 541-386-3227 FAX: 541-386-2515



### BASIS OF BEARINGS

WASHINGTON STATE PLANE COORDINATES SYSTEM SOUTH ZONE.  
GRID NORTH, GRID DISTANCE, ESTABLISHED BY GPS.  
OBSERVED MAGNETIC DECLINATION, ESTABLISHED BY THE  
EAST 1/4 CORNER OF SECTION 15, AND A SECTION BEARING 56°  
IRON ROD, PER BOOK 3, PAGE 397, BEARS N10°17'59"E

### LEGEND

- SET 5/8" X 30" REBAR WITH 1 1/4" YELLOW PLASTIC CAP STAMPED (IA 0859002 WA 42890)
- FOUND MONUMENT AS NOTED IN DESCRIPTIONS
- COMPUTED ANGLE POINT, NOT MONUMENTED
- RM REFERENCE MONUMENT
- ROS RECORD OF SURVEY
- FD AUDITORS FILE NUMBER
- FD FOUND DATA
- (100) DEED DISTANCE
- Y.P.C. YELLOW PLASTIC CAP
- TEST PIT
- RIGHT-OF-WAY (ROAD)
- EASEMENT AS NOTED
- SETBACK BUFFER
- SETBACK BUFFER
- CREAK

### MONUMENT INFORMATION

- (250) FOUND 5/8" IRON ROD WITH Y.P.C. STAMPED OLSON ENG. PL 170867 PER RECORD OF SURVEY BOOK 3, PAGE 397, HELD.
- (252) FOUND TIERA SURVEYING, 5/8" IRON ROD WITH Y.P.C. STAMPED '43141', PER MCKAY SHORT PLAT SP-19-08, A.F.N. 2020-002878, HELD.
- (253) FOUND AND HELD 3" SKAMANIA COUNTY BRASS CAP IN MONUMENT BOX AT EAST 1/4 CORNER, SECTION 15.
- (254) FOUND 3/4" IRON ROD WITH Y.P.C. STAMPED '22330' PER RECORD OF SURVEY BOOK 2, PAGE 364, PER RECORD OF SURVEY, A.F.N. 200817545, HELD.
- (255) FOUND 3/4" IRON PIPE UNKNOWN ORIGIN, HELD.

### EASEMENTS AND ENCUMBRANCES

RECORD MATTERS LISTED BELOW ARE LISTED ON SUBDIVISION GUARANTEE, PREPARED BY COLUMBIA GORGE TITLE, ORDER NO. S-24-214, GUARANTEE NO. 5003393-0009086E.

- 1 EASEMENT, INCLUDING THE TERMS AND PROVISION THEREOF FOR BELOW GROUND RIGHT-OF-WAY GRANTED TO OREGON FSN #2 INC. AM OREGON CORP. AS A.F.N. 2017080894, (NOT LOCATED ON SUBJECT TRACT)
- 2 MINERAL RESERVATION OF OIL, GAS AND OTHERS MINERALS GRANTED TO JACOB D. MCKAY AND TIFFANY A. MCKAY RECORDED MAY 30, 2019 AS A.F.N. 2019080886 (BLANKET EASEMENT, NOT LOCATABLE)
- 3 PARTIAL ASSIGNMENT AND ASSUMPTION OF EASEMENT GRANTED TO JACOB D. MCKAY AND TIFFANY A. MCKAY RECORDED MARCH 23, 2020 AS A.F.N. 2019080867
- 4 RIGHT OF WAY EASEMENT RECORDED MARCH 23, 2020 AS A.F.N. 2020080868
- 5 RESERVATION, JOINT USE ACCESS AND UTILITY EASEMENT AS A.F.N. 2024000687

### AUDITORS CERTIFICATE:

FILED FOR RECORD THIS DAY OF 2024 AT JAMES M. KLEIN, REGISTERED LAND SURVEYOR, NO. 42890.  
AUDITOR FILE NO.