



WHEN RECORDED RETURN TO:

Dannielle Yates

62 Lakeview Rd.

White Salmon, WA 98672

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. Paula Schindler

2. Robert Porter

3. Dannielle Yates

4. Kathy Chandler

☒ Additional names on page _____ of document.

Nancy Howard

GRANTEE(S):

1. Paula Schindler

2. Robert Porter

3. Dannielle Yates

4. Kathy Chandler

☒ Additional names on page _____ of document.

Nancy Howard

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

Parcels 0100200143500, 0100200143600,

03100200146600

☐ Complete legal on page _____ of document.

Assessor's Property Tax Parcel #

☐ 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.

"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."

Dannielle Yates

Signature of Requesting Party

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

Private Road Maintenance Agreement

This private road maintenance agreement is effective on ^{May 1} April 2, 2025 amongst and by the undersigned parties.

Parties

1. Paula Schindler, owner of parcel ² 3100200143500, historically known as cabin site #35, new address 601 Lakeview Road, White Salmon, WA 98672, legally described as A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 179.03 FEET TO THE NORTHWEST CORNER OF CABIN SITE 35 AS DEPICTED AND SHOWN ON AREA 2B OF THE DAVIS CONSULTING GROUP, INC. MAP PREPARED FOR PACIFICORP AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 142.17 FEET TO A POINT;

THENCE SOUTH 04°23'41" WEST, 145.83 FEET TO A POINT;

THENCE SOUTH 76°36'49" WEST, 141.76 FEET TO A POINT;

THENCE NORTH 00°40'30" EAST, 174.27 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 6.42 FEET TO THE POINT OF BEGINNING.

2. Robert Porter and Dannielle Yates, a married couple, owner of parcel ² 3100200143600, historically known as cabin site #36, new address 621 Lakeview Road, White Salmon, WA 98672, legally described as A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE SOUTH 88°43'37" EAST, ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, 172.60 FEET TO A POINT;

THENCE SOUTH 00°40'30" WEST, 174.27 FEET TO A POINT;

THENCE SOUTH 71°52'35" WEST, 216.79 FEET TO A POINT;

THENCE NORTH 09°30'29" WEST, 251.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 88°20'06" EAST, ALONG SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, 77.05 FEET TO THE POINT OF BEGINNING.

3. Kathy Chandler and Nancy Howard, a married couple, owner of parcel #03100200146600, historically known as cabin site #36B, new address 641 Lakeview Road, White Salmon, WA 98672, legally described as A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE NORTH 88°20'06" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, 77.05 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE SOUTH 09°30'29" EAST, 251.22 FEET TO A POINT;

THENCE SOUTH 62°19'38" WEST, 81.09 FEET TO A POINT;

THENCE SOUTH 65°30'40" WEST, 165.10 FEET TO A POINT;

THENCE NORTH 20°38'14" WEST, 278.64 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD;

THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTHWEST LAKE ROAD THE FOLLOWING SEVEN (7) COURSES:

1. THENCE NORTH 31°55'37" EAST, A DISTANCE OF 47.62 FEET TO A POINT;
2. THENCE NORTH 46°00'12" EAST, A DISTANCE OF 46.15 FEET TO A POINT;
3. THENCE NORTH 62°14'22" EAST, A DISTANCE OF 27.21 FEET TO A POINT;
4. THENCE NORTH 88°48'51" EAST, A DISTANCE OF 40.43 FEET TO A POINT.

Recitals

1. Private road is a shared driveway from Lakeview Road to lot 36B in Skamania County as shown in Exhibit A-1 Road and Utility Easements Lots 35 – 36 presented with this agreement.

2. All the undersigned owners are the users or owners of this shared driveway.

Agreement

Now, therefore for valuable and good consideration, the parties of this agreement accept the following:

Responsibility

1. All owners are responsible for monitoring the shared driveway's condition throughout the year and initiating any maintenance work when required.

Road Improvements and Maintenance

1. Necessary shared driveway improvements and maintenance would be undertaken to manage safe access and movement of vehicles owned by owners, their guests and emergency vehicles. All owners are required to share proposed driveway improvement contracts.
2. Before finalizing the expenditure related to shared driveway maintenance, all owners should be informed about the estimated costs.
3. If an owner performs shared driveway maintenance without the knowledge and consent of other owners, they shall be solely responsible for all charges incurred.

Road Damages

1. In event of damage to shared driveway by owner or their guest, that owner is responsible for repair of incurred damages to its original state.

Snow Removal

1. Any owner shall notify and gain consent before arranging for a volunteer or paid service provider to remove snow from the shared driveway when the depth of snow prevents 4-wheel drive vehicles to safely drive on the shared driveway. If consent is not granted then the owner who needs the roadway plowed pays the full cost, if any.

Cost Sharing

1. Emergency funds, shared driveway maintenance costs and other related expenses should be shared equally among all owners on a pro-rata basis.
2. Further, the division of all costs among the owners shall be calculated using the following formula: 1/3 allocation per owner.

Payments

1. All owners should make payments related to the maintenance and emergency amendments of the shared driveway to the owner arranging the resources for the work required.
2. Further, the owner arranging the resources for the work required shall give advance notice of cost to every owner. For shared driveway maintenance, the owners shall then pay the due amount within four weeks. For any emergency repairs and snow removal, the owners shall then pay the due amount within two weeks.

Disputes

1. In case of disputes regarding the maintenance and repair of the shared driveway are to be resolved through mediation with Six Rivers Dispute Resolution Center, 601 Cascade Avenue, Hood River, OR 97031.
2. The decision made by the mediator shall be binding and must be followed by all the owners.
3. All the mediation-related costs shall be divided equally among the owners.
4. Should an agreement provision be considered invalid, the remaining provision shall not be affected, and every term and condition shall be valid as mentioned by the law.

Other Agreements

1. This agreement replaces all former agreements regarding the shared driveway.
2. This agreement is intended to run with the land and shall be binding upon the benefit of the parties, their heirs, successors and assignees.
3. Upon any transfer of ownership, the new owner shall be bound by the terms of this agreement, which shall be disclosed to the new owner prior to completion of the transfer.

The parties have therefore executed this private road maintenance agreement on the effective date mentioned above acknowledged before a Notary Public in the State of Washington, ensuring it is a free and voluntary act.

Signed Paula Schindler
Paula Schindler, owner 35

Dated MAY 1, 2025

Signed R. Porter
Robert Porter, co-owner 36

Signed Dannielle Yates
Dannielle Yates, co-owner 36

Dated May 1, 2025

Signed Kathy Chandler
Kathy Chandler, co-owner 36B

Signed Nancy Howard
Nancy Howard, co-owner 36B

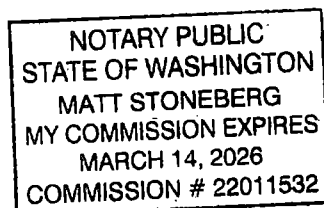
Dated 5/1/2025

Notarization

STATE OF WASHINGTON
COUNTY OF Klickitat

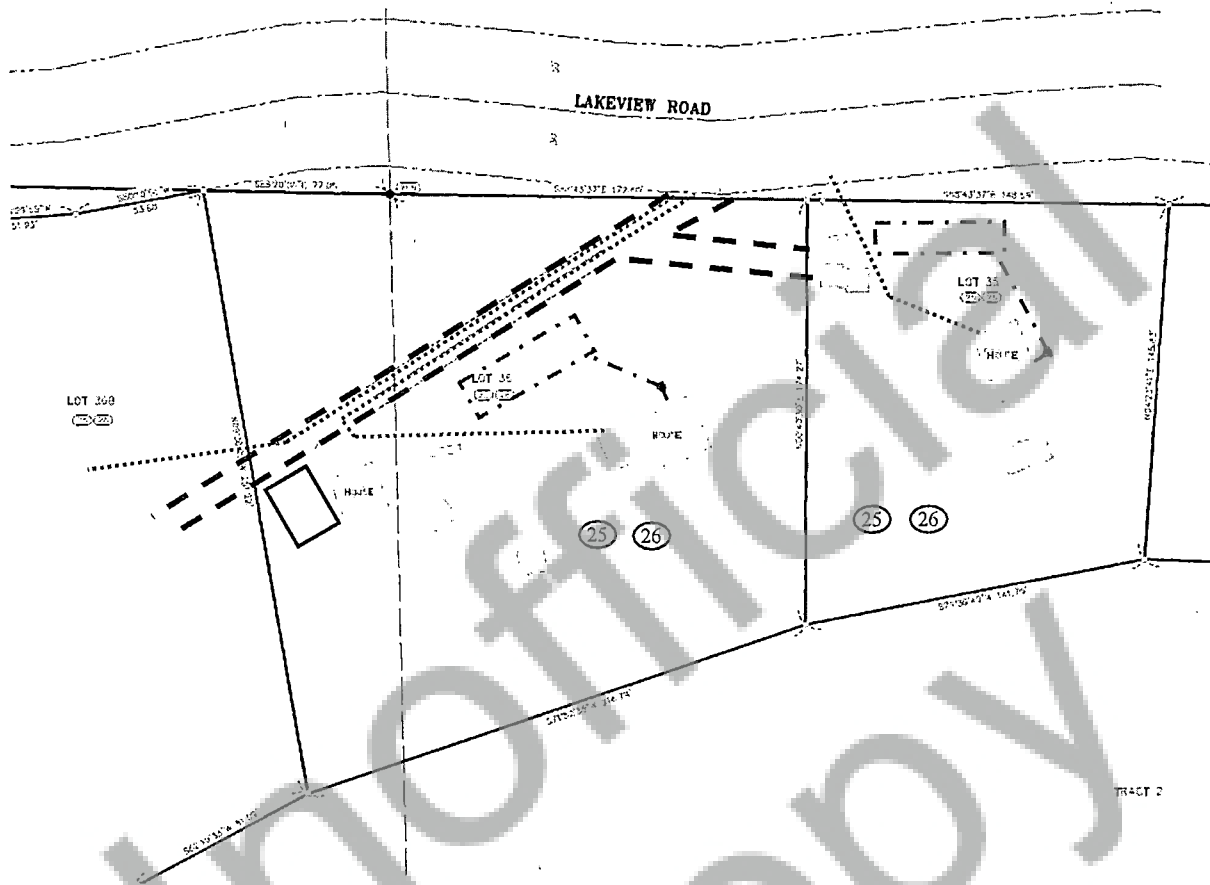
I certify that I know or have satisfactory evidence that Paula Schindler, Robert Porter, Dannielle Yates, Kathy Chandler and Nancy Howard are the people who appeared before me, and said people acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.


Dated 5/1/2025



Signed [Signature]
Title Notary Public


**Exhibit A-1
Road and Utility Easements
Lots 35 & 36**



Access Road 

Driveway 

Septic Line/Tank/Dry Well/Drain Field 

Domestic Water Line/Well/Pumphouse 

*Utility/Road locations are approximate and for illustrative purposes only.
Actual location determinations would require excavations and surveys.*