

**PRIVATE ROADWAY AGREEMENT**

**MANDI LANE, A PRIVATE ROAD**  
 Section 33/34, Township 2 North, Range 3 EWM

FILED  
 CLERK  
 BY *Redney McCallarty*  
 MAY 14 9 09 AM '91  
*P. Lowry*

**WHEREAS**, it is the opinion of the property owners as shown below in Skamania County, Washington, that it will be in their best interest to retain and maintain the access roadway known as Mandi Lane within the boundaries as set out and attached hereto as Exhibit "A".

**THEREFORE BE IT RESOLVED** that the property owners of said properties retain this private roadway in it's existing location unless it is mutually agreed and written to alter said location;

**THEREFORE, BE IT FURTHER RESOLVED** that the property owners shall perform all construction and maintenance to maintain said roadway in a safe, passable condition to all two-wheel drive passenger vehicles. Said property owners are bound by this agreement to accept total responsibility for this roadway, with the cost to be born entirely by owner of parcel no. 2 (as denoted on attached Exhibit "A").

These terms shall change immediately upon, if ever, owner of parcel no. 1 constructs a residence or other structure, which would require use of more than 300 feet of said Mandi Lane. In the event owner of parcel no. 1 does have a need to use more than the above stated 300 feet of Mandi Lane, cost of maintenance will be prorated according to the amount of roadway used. That portion of said road used jointly by both parties shall share maintenance fees 50/50%. The balance off said maintenance fees shall be borne entirely by owner of parcel no. 2.

**IT IS FURTHER MUTUALLY RESOLVED** that this road is intended solely for private use for two single-family dwellings, one on each parcel no. 1 and parcel no. 2. Commercial traffic is forbidden without the express written consent by the owner(s) of parcel no. 1.

**IT IS FURTHER RESOLVED** that should owner of parcel no. 1 is using more than 300 feet of roadway, the following shall apply:

- A) There shall be one annual meeting between landowners. At this meeting, required maintenance, method of repair and collection of funds will be determined. This meeting is to be held within the first quarter of the year.
- B) Assessed costs for road maintenance shall become due and payable upon completion of work. These assessments, together with 10% interest, costs, and reasonable attorney's fees shall be charged to the parcel in which the owner is in default. This shall cause a continuing lien upon said parcel which such assessment is made. This lien is to place on the public records of Skamania County in the office of the county auditor. Upon fulfillment of the outstanding lien, the claimant will release said lien in the same manner in which placed on the public record.

**BE IT FINALLY RESOLVED** that this agreement is perpetual and ongoing with the land so long as said road exists.

MANDI LANE  
 PRIVATE ROAD AGREEMENT  
 PAGE 1 of 2

SAUNDRA WILLING  
 TREASURER OF SKAMANIA COUNTY J.O.

Registered  
 Indexed, Cir *p*  
 Indirect *p*  
 Filmed 5-17-91  
 Mailed

5-15-91 *dm*

SIGNED AND SEALED this 14th day of May, 1991.

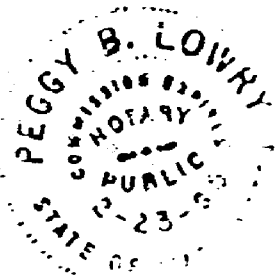
Brenda S. Sorensen  
Brenda S. Sorensen

Rodney R. McCafferty  
Rodney R. McCafferty

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Brenda S. Sorensen, owner of parcel no. 1, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1991.

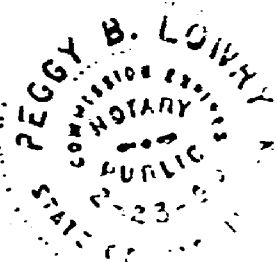


Peggy B. Lowry  
Notary Public in and for the State of  
Washington, Residing in Carson.  
My Commission Expires 2/23/95

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SKAMANIA )

On this day personally appeared before me Rodney R. McCafferty, owner of parcel no. 2, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of May, 1991.



Peggy B. Lowry  
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