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FILED FOR RECORD
SKAMANIA CO. WASH
BY *Planning Dept.*

AUG 30 11 54 AM '94

P. Lowry
AUDITOR

GARY H. OLSON

BOOK 145 PAGE 596

Road Maintenance for Deepwood Lane Elys. Rd.
Formerly known as Sattleson Det. Rd.
Skamania, Wa.

The undersigned own or have an interest in real
real property located on Deepwood Lane, which is
designated and declared to be a private road as
defined in the Skamania County Code Chapter 13.03.

Maintenance Agreement:

1. The owners of each parcel of land bordering
Deepwood Lane (including their successors in
interest) hereinafter "landowners" shall be
responsible on a pro-rata basis for the cost of
maintaining and repairing the road.
2. If a landowner chooses to access Duncan Crk. Rd.
through his own property then he or she will not
have a maintenance responsibility for Deepwood
Lane. If in the future said landowner or his
heirs, successors or assigns hereof, do utilize
Deepwood Lane for vehicular traffic, will from
that time forward be responsible for his share
of maintenance of Deepwood Lane as well as there
share of the developmental cost of said road.
3. All landowners (including, but not limited to, his
or her guests, 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 guests, employees or agents) inflicts damage
to the road, i.e. personally, or through having
deliveries made (such as a truck making a
deliery in wet weather), it is the sole responsi-
bility of that land owner to pay for the cost of
repairing the road.
4. The landowners that are bound by this agreement
shall meet at that property on the first of April
of each year (or at such time and place as set by
majority vote). Each year they shall: (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 to collect each landowners
share and to pay the bills.

Registered ☒
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Filed ☒
Mailed ☒

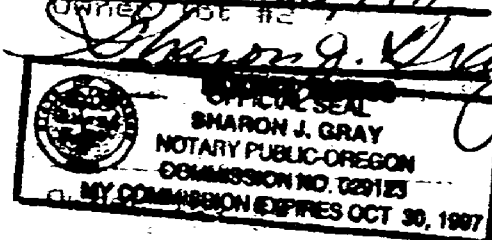
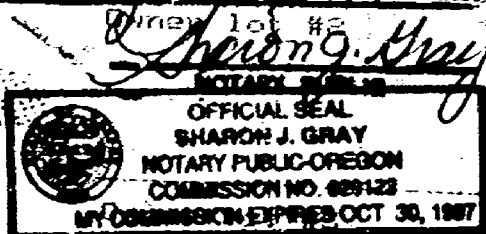
5. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the 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 of the arbitrator shall be final and not subject to appeal. 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 costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.
6. This agreement shall be binding upon the heirs, successors or assigns hereof, shall be appurtenant to and run with the land described herein; and, no land bordering on Deepwood Lane shall be sold or transferred without reference on the face of the conveying instrument to this agreement.
7. Deepwood Lane located in the NE 1/4 of the SW 1/4 of SEC. 28, T 2 N, R 6 E, WM.

Edward J. Heffernan 8-29-94
Owner lot #1

Aurora M. Heffernan 8-29-94
Owner lot #1

STATE OF OREGON }
COUNTY OF MULTNOMAH }
SUBSCRIBED AND SWORN TO BEFORE ME
THIS AUGUST 29, 1994

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The above are the owners of record of the Jackson Short Plat.