

Legal Description of the  
total parcel is found in  
Book 81, Page 212.

## Road Maintenance Agreement for Maple Way (private)

122411

May, 1995

BOOK 150 PAGE 147

The following agreement is made at the request of the planning commission in May of 1995 for the purpose of establishing policy and procedures for the maintenance of Maple Way Private between all current and any future properties using this road for access. To date, an informal agreement has been known in which this three properties shared maintenance. This will formalize that unwritten agreement.

Current property owners are Doug and Deborah Zabel, Rudd and Michelle Turner, and Janet and Larry Tobin. (Property 180G, owned by Georgia Anderson, is not accessed by this road, nor does this road exist on this parcel.)

1- All lots using Maple Way Private for access to their property will share equally in the maintenance of the private road. 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 and inure to the benefit of all parties hereto, and shall be part of all transfers and conveyances of the properties.

2- Maple Way Private is agreed to begin at the point the it diverts from Maple Way. (Maple Way continues onto Georgia Anderson's property and discontinues at the turn-around in her yard. County maintains this road to this extent.)

3- Legal easement for Maple Way Private exists in previously registered agreements beyond the current northward Tobin driveway 400 feet onto the lower Tobin property. However, Maple Way Private, for the purposes of this maintenance agreement, is agreed to terminate at the point that the Zabel driveway diverts to the south, 20 feet beyond the Tobin driveway to the north. The extension from this point west, providing access to the newly subplatted lower property of the former section 1801, will be considered to be the private driveway of this lower property. Unless or until additional access is created to the Zabel property beyond the current driveway, any maintenance or improvement beyond this agreed termination point will be the exclusive responsibility of the owner of the stated property, currently Janet and Larry Tobin.

4- Each property owner has exclusive responsibility for maintenance and improvements of individual driveway.

5- All property owners are responsible for the maintenance of Maple Way Private and agree that the road will be maintained in good, passable condition under all traffic and weather conditions. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all property owners served by the road.

6- Reasonable maintenance and restoration to Maple Way private shall be conducted by notification and majority agreement of the property owners. (Reasonable maintenance is understood to consist of grating, hauling in of gravel and any other maintenance for this road to continue as a passable

Searched	✓
Indexed, Lit	✓
Indirect	✓
Filed	
Noted	

3-7-26-1801

gravel roadway; such work unlikely to exceed \$300 per year.) Upon written or oral notification, work may be commission by any landowner and bills submitted in equal part to the remaining property owners, to be paid in 30 days.

7- Snow removal cost for Maple Way Private only, excluding individual driveways, (usually less than 3 occasions per year) may be initiated by any of the property owners as deemed necessary and billed to the other property owners in equal part at the end of each snow season.

8- No major improvement to Maple Way Private (paving for example) will be initiated without the agreement of all parties. In the case of a majority but not unanimous agreement for major improvements, the expense of which to be shared equally, the dispute may be submitted to an arbitor appointed by the Presiding Judge of the Skamania County Superior Court upon the request of any party bound by this agreement. The decision of the arbitor shall be final and binding and not subject to appeal.

9- If the road is substantially damaged by the activities of one landowner (including his employee or agents), that landowner shall be responsible for repairing the damage at his own expense.

*Janet LaRosa and Larry Tobin*  
*May 10, 1995*  
 Janet LaRosa and Larry Tobin

Date

Address and Phone

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 Doug and Deborah Zabel

Date

Address and Phone

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 Rudd and Michelle Turner

Date

Address and Phone



FILED FOR RECORD  
 SKAMANIA CO. WASH  
 BY Planning Dept

MAY 26 11 14 AM '95  
*P. Lowry*  
 AUDITOR  
 GARY M. OLSON