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BOOK 180 PAGE 330

Return Address:

3801- S.E. 142nd St
Vancouver WA 98683

FILED FOR RECORD
SKAMANIA CO. WASH
BY Planning Dept.

AUG 17 10 10 AM '98

GARY M. OLSON
AUDITOR

Road Maintenance for Katie's Lane

WIEMKEN Short Plat
as recorded in Book 3 on Page 331

Grantor: EDWARD AND BIRDIE WIEMKEN
Grantee WIEMKEN SHORT PLAT
Section: 19 Township 2 North Range 5 East
Assessor's Tax Parcel No: 2-5-19-1100

Indexed ☒
Correct ☒
Filed ☒
No fee ☒

The undersigned own or have an interest in real property located on Katie's Lane, which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03

Maintenance Agreement:

1. The owners of each parcel of land bordering Katie's 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. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
3. All landowners (including, but not limited to, his or her guest, 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 guest, employees or agents) inflicts damage to the road i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility 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

(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 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 cost 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, and shall be appurtenant to and run with the land described herein, and no land bordering on Katie's Lane shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

(7) Katie's Lane is located in a portion of the 1/2 of the S.E. 1/4 of Section 19 T2NR5E Skamania County, Washington

Lot 1 *Edward C. Williams*
Birdie E. Williams
Lot 2 *Edward C. Williams*
Birdie E. Williams
Lot 3 *Edward C. Williams*
Birdie E. Williams
Lot 4 *Edward C. Williams*
Birdie E. Williams
Lot 5 _____

