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BOOK 189 PAGE 68

After Recording Return to:

Daron Hays
P.O. Box 61
Stevenson, WA 98648-0061

FILED FOR RECORD
SKAMANIA COUNTY, WASH
BY Planning Dept.

MAY 7 4 32 PM '99

O'Leary
AUDITOR
GARY H. OLSON

ROAD MAINTENANCE AGREEMENT

Amendment to the Amended Lindsay Hazard Short Plat
As recorded in Book 3 on Page 348

Grantor: Daron Hays

Grantee(s): Amendment to the Amended Lindsay Hazard Short Plat, Private Road "Elizabeth Lane"

Section 35, Township 3 North, Range 7 East

Assessor's Tax Parcel No.: 03 07 35 0 0 0500

1. Ownership: The undersigned own or have an interest in real property located on Elizabeth Lane, which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03. Skamania County has no responsibility to build, improve, maintain, or otherwise service the private roads contained within, or providing access to, the above referenced property.

2. Responsible Parties: The owners of Lot 1 and Lot 4 of the Amendment to the Amended Lindsay Hazard Short Plat (including their successors in interest) hereinafter referred to as "landowners" shall be responsible, on a equal basis, for the cost of maintaining and repairing the section of private road easement shown on the Amendment to the Amended Lindsay Hazard Short Plat. The costs shall not include any repair and/or maintenance of private property roadways that extend beyond the common private road easement shown.

3. Restrictions to Private Road Uses: No signs or gates shall be permitted which would restrict or interfere with mutual use of said private road. No signs or gates shall be installed that detract from the aesthetics of the easement area. Signs and/or gates may be allowed only after both landowners sign a written agreement that describes the additional requirements and considerations for installation and maintenance of a sign and/or gate installation. No removal of any trees, grass areas, rock walls, planters, or any other aesthetic feature located within the Private Road Easement area shall be allowed unless all landowners agree to and sign a written agreement prior to any alterations.

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4. Allowed Private Road Uses: The private road shall be used for the common benefit of all Landowners. Landowners (including, but not limited to: landowners' guests, employees and/or agents - hereinafter referred to as "representatives") shall be entitled to reasonable private usage of the roadway. Landowners of both Lot 1 and Lot 4 shall be allowed unlimited access to the road, drainage area, and landscaping for the purpose of maintaining and improving the private road and/or the landscaped areas within the private road easement. However, all maintenance and/or landscaping projects shall be completed in a manner that minimizes restriction of road usage by other landowners and/or their representatives.

5. Responsibility for Damages to Private Road: If one of the landowners and/or their representative(s) causes damage to the road and/or landscaping areas within the easement area, it is the sole responsibility of that landowner to pay for the cost of repairing the road and/or the landscaping. All repairs made by an individual landowner shall be completed within ten business days from the date damage was incurred. Each landowner is responsible for documentation of the time, description, cause, and photography of the damage to the best of their abilities. Extensions to the ten business day repair time limit shall be allowed only upon mutual agreement and written and signed documentation, and only if there are extreme circumstances such as flooding, fire and/or other disasters where time extensions for private road damages are reasonable. Penalties in the amount of \$10.00 per day shall be paid by the landowner responsible for the road damage to the other landowner(s) for all days where repairs have not been made within the above described time limitations.

6. Yearly Road Assessment: The landowners that are bound by this agreement to conduct a minimum yearly meeting to:

Review conditions of the road, landscaping, and drainage for the entire easement area.

- I) Determine if maintenance, repair and/or improvements need to be completed.
- II) Assign duties required to complete the agreed upon work. Including but not limited to: drafting the agreed upon scope of work, obtaining estimates, scheduling, overseeing, payment and all additional duties required to complete all work agreed upon.
- III) Agree to methods of collection of amounts due and payable, and method for payment of all amounts due and payable.

7. Snow-Plowing: Landowners may agree to contract snow-plowing services. In the event snow-plowing is to be completed beyond the private road easement, separate prices shall be determined and agreed upon, prior to any work commencing. Landowners shall agree to methods of collection of amounts due and payable, and method for payment of all amounts due and payable.

8. Resolution of Disputes: In the event the landowners are unable to agree to any matters covered by this agreement, the dispute shall be settled by a single arbitrator who shall direct any settlement he/she deems equitable. The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. Any Court of competent jurisdiction in Skamania County, Washington may enforce the decision, and the losing party shall pay all costs in connection, including reasonable attorneys fees in an amount to be set by the court.

9. Future Road and/or Landscape Improvements: Future improvements, for example pavement, additional plantings, sprinkler system etc., shall be agreed to in writing by all landowners that have access rights to Elizabeth Lane. The landowners agreement shall include provisions for all estimated costs, methods of collection for amounts due and payable, method of payment of all amounts due and payable, and consider allocations for any additional costs incurred above the estimated costs.

10. Payment of Disputed Amounts Due: In the event an amount due is disputed, any single landowner may elect to pay the amount due in full in order to avoid carrying charges, collection fees, and/or legal fees. Such payment shall not be considered a release and/or final resolution to any dispute, unless agreed upon, in writing by all parties of the dispute.

11. Future Land Divisions: In the event of future land divisions, any and all additional lots created that utilize Elizabeth Lane as the access for said lots shall be bound by all sections of this Road Maintenance agreement including but not limited to pro-rata payment for all road maintenance expenses.


12. **Appurtenance to the Land:** This agreement shall be binding upon the heirs, successors or assigns hereof, and shall be appurtenant to and run with the land described herein. Neither Lot 1 or Lot 4 of the Amendment to the Amended Lindsay Hazard Short Plat shall be sold or transferred without reference on the face of the conveying instrument to this Road Maintenance Agreement.

13. **Severability:** If any provision of this agreement is held invalid for any reason, the remainder of this agreement shall not be affected.

14. **Private Road and Easement Description:** Elizabeth Lane, a 50' private road ingress - egress and utility easement, is located in Skamania County, State of Washington, Section 35, Township 3 North, Range 7 East, as a portion of the Amendment to the Amended Lindsay Hazard Short Plat with the approximate distance of 192.55', with an approximate bearing of S 58° 20' 10" W.

15. **Disclaimer:** This Road Maintenance Agreement is intended to aid landowners in the ongoing maintenance, repairs, and improvements to the private road and landscaping located within the road easement area. Any omissions and/or errors contained within this document shall not be considered for any liability and/or suit or action against any landowner(s) past and/or present for the content contained herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of April 1999.

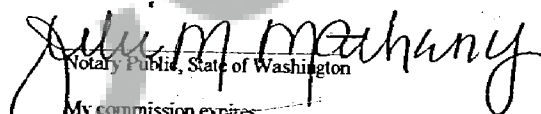

Daron R. Hays

STATE OF WASHINGTON
COUNTY OF SKAMANIA)

SS

On this 6th day of April 1999, before me appeared DARON R. HAYS - D.H., to be known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.




Notary Public, State of Washington
My commission expires 11-9-99