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RETURN ADDRESS:

CITY OF STEVENSON
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STEVENSON, WA 98648

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Document Title(s) or transactions contained therein:

1. ROAD DEVELOPMENT AGREEMENT AND LIEN
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. SMITH, TERRY E., AS TRUSTEE FOR THE HAZEL SMITH TRUST.
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. STEVENSON, CITY OF
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

DEL RAY AVENUE RIGHT-OF-WAY, MELDAN ACRES SECOND ADDITION, SE 1/4 SEC. 36, T3N, R7EWIN

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

DEL RAY AVENUE RIGHT-OF-WAY, CITY OF STEVENSON
Property Tax parcel ID is not yet assigned. BENEFIT OF 03-07-36-4-4-0890-00
☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

After recording return to:

Kenneth B. Woodrich
Kielpinski & Woodrich
PO Box 510
Stevenson, WA 98648

ROAD DEVELOPMENT AGREEMENT AND LIEN

THIS AGREEMENT, entered into this 19th day of APRIL, 2001, is by and between the **CITY OF STEVENSON**, a Washington municipal corporation (hereinafter referred to as "City"), and **TERRY E. SMITH**, as Trustee for the **HAZEL VIRGINIA SMITH Trust** (hereinafter referred to as "Developer").

RECITALS:

WHEREAS, City has a deeded right-of-way known as Del Ray Avenue. The road was deeded to the City in 1921 but has never been improved. The City has no plans to improve the road.

WHEREAS, Developer wishes to short plat a parcel of land located in the City limits, but has no practical means of ingress or egress into Lot 2 of the proposed Smith Subdivision ("the Lot") except over Del Ray Avenue.

WHEREAS, City, for the health and safety of its residents, requires minimum standards for ingress and egress as a condition to short platting property located within City limits. Those standards are set forth in the City's private road standards ordinance as adopted by the City Council.

WHEREAS, Developer is willing to bear the cost of improving Del Ray Avenue in order to access the Lot to the minimum standards required for a private access road under the applicable City ordinance. However, Developer wishes to defer construction of the road until such a time that the newly created lot is developed or until a sale of the lot is anticipated.

WHEREAS, City is willing to allow Developer to defer construction of the road for a

reasonable time to avoid unnecessary maintenance or degradation prior to the road's use.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. Agreement to Construct Road. Developer agrees to construct a road from a continuation of the Westerly edge of the Private Road Easement intersecting Del Ray Avenue, which easement is created to enable Developer access from the Lot to Del Ray Avenue, to the existing blacktop surface on Kanaka Road, a distance of approximately 175 lineal feet, as shown more or less on the diagram attached hereto as Exhibit "A" ("the road").

Section 2. Road Construction Standard. Developer agrees to construct the road to the minimum standard of a private road as adopted by the City Council and as it reads as of the date of this Agreement, and which is set forth in a cross section as attached hereto as Exhibit "B".

Section 3. Cost of Construction. Developer agrees to bear the entire cost to construct the road.

Section 4. Timing of Construction. Developer agrees to complete construction of the road prior to the occurrence of any one of the following events:

1. Sale of the Lot;
2. Conveyance of the Lot to another by deed, lease or any other means except between the following family members: HAZEL VIRGINIA SMITH, ESSON H. SMITH, TERRY E. SMITH, his spouse and/or children, provided any transferee will also be subject to this agreement;
3. Applying for a building permit for any structure on the Lot;
4. Removing standing timber from the Lot;
5. Further development of the Lot.

Section 5. Developer's Duties During Construction. Developer shall notify the City prior to beginning construction of the road and permit City unlimited access to the construction project at all times. City may require as-built construction drawings as a condition of acceptance. At all times during construction, the road will remain a public right-of-way and Developer will take all necessary precautions to secure equipment, cover or warn against hazards, and otherwise safeguard the public's health, safety and welfare.

Section 6. Completion of Construction. Construction of the road shall be considered complete when the road is built to the standard set forth herein, the City has inspected the road and has accepted the road in writing.

Section 7. Maintenance After Completion. Following Completion, the road improvements will continue to be the City's property and the City will maintain the road as a

public right-of-way.

Section 8. Lien Against Property. This Road Development Agreement shall attach to the real property and shall run with the land. No sale or other conveyance of the Lot (except as permitted in Section 4(2), above) shall be permitted to close without the City's written release of this lien prior to closing.

Section 9. Severability. Any part of this Agreement that is declared unenforceable by operation of law by a court of competent jurisdiction shall have no effect on the remainder of the Agreement, to the extent the Agreement can be completed without the offending clause.

Section 10. Venue. Venue for any dispute concerning this Agreement shall be in Skamania County Washington Superior Court.

Section 11. Attorney Fees. In the event of a dispute concerning this Agreement, the prevailing party shall be entitled to its attorney fees and costs at trial and on appeal.

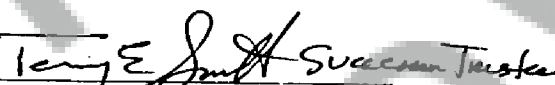
IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the date first-above written.

CITY OF STEVENSON,
WASHINGTON

DEVELOPER:

HAZEL VIRGINIA SMITH Trust


DAVID MCKENZIE, Mayor


By TERRY E. SMITH, Successor Trustee

ATTEST:


Witness


MARY ANN DUNCAN-COLE, Clerk
of the City of Stevenson


Witness

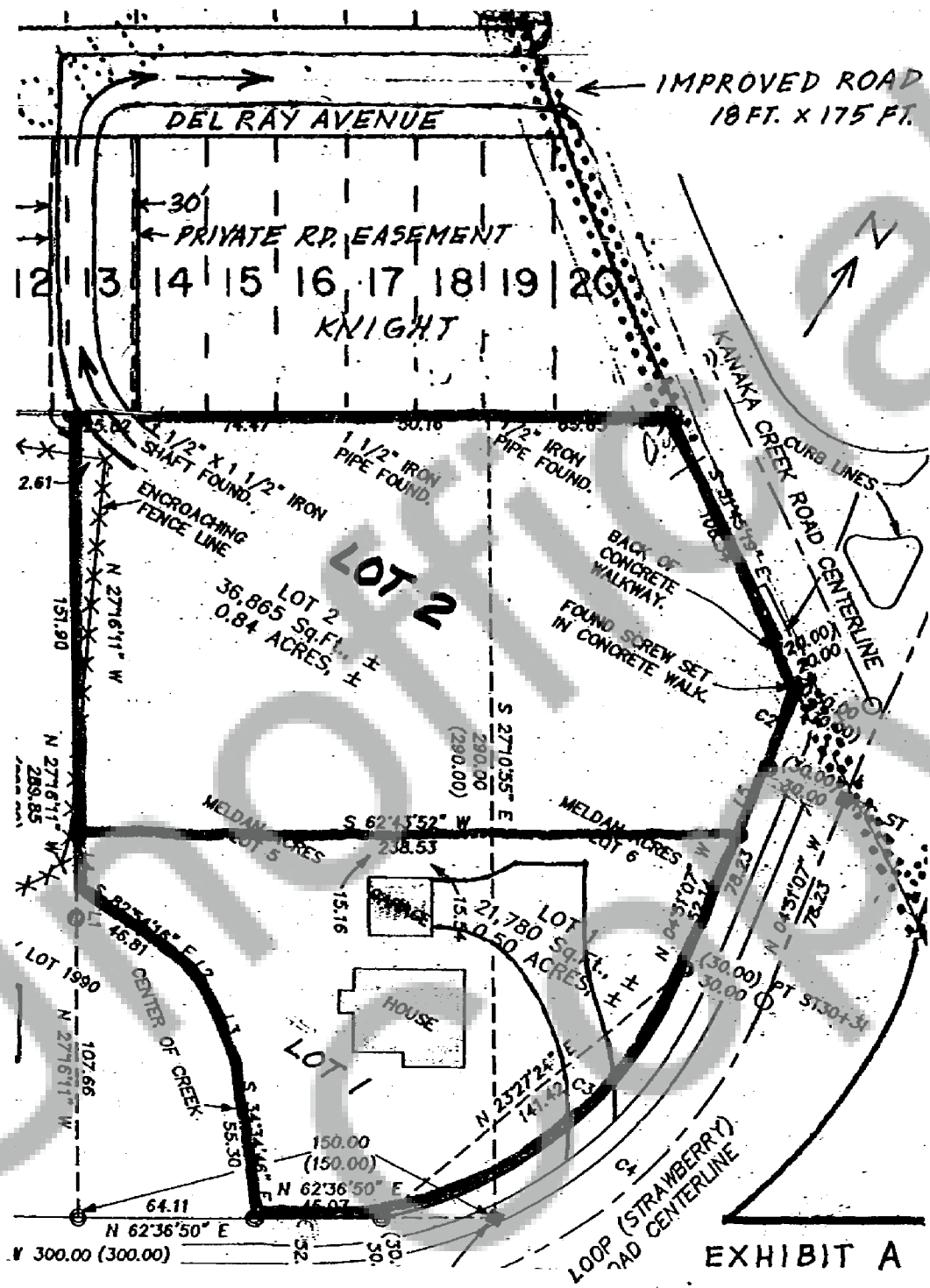
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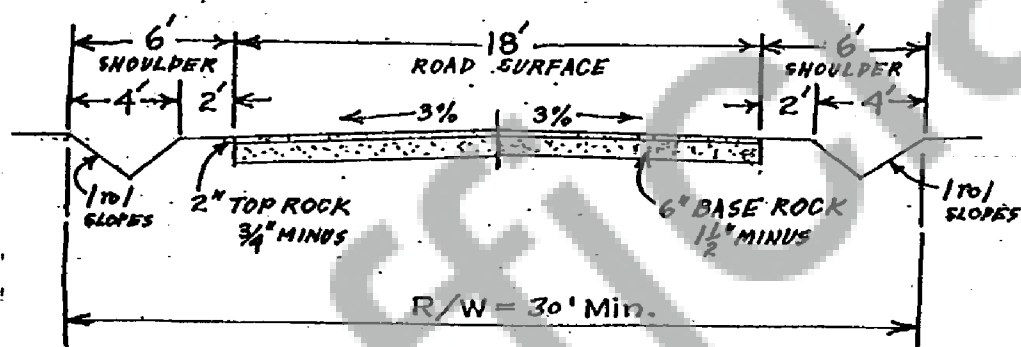
EXHIBIT "A"

[This is a map depicting the Smith Short Plat, Del Ray Road and the surrounding parcels.
John Granholm has prepared it.]

EXHIBIT "B"

[This is the drawing entitled "PRIVATE ROAD CROSS SECTION"]





PRIVATE ROAD CROSS SECTION

EXHIBIT B