

RETURN ADDRESS:

Melody Vanhorn  
862 Orchard Lane  
Underwood, WA. 98651

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Agreement
- 2.
- 3.
- 4.

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

1. Van Horn, Ben etux
- 2.
- 3.
- 4.

☒ Additional Names on page 1 of document.

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

1. Tolbert, Tim etux
- 2.
- 3.
- 4.

☒ Additional Names on page 1 of document.

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

Lots 2+3 VanHorn SP BK3 pg 144

☐ Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-10-15-0-0-0202, 0203

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s 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.

16 April 2005

## ROAD AGREEMENT

The following is a road agreement between Ben and Melody Van Horn and Tim and Jolene Tolbert for use and maintenance of Melody Lane located in Skamania County, off of Orchard Lane in Underwood, Washington.

Both parties will share equally in the cost of initial grading and graveling of Melody Lane. The center 15 feet of the Lane will be graveled to a depth of 4" minimum from Orchard Lane to the end of Melody Lane  $\frac{3}{4}$  minus crushed rock.

Both parties will share equally in the maintenance costs for upkeep of Melody Lane, both labor and material costs. Labor may be provided by the actual individuals named at the bottom of this document, their friends, or by persons paid by them. If one of the parties does not provide labor for maintenance, the other party will charge \$20.00 per hour for half of the labor hours it took them to maintain the Lane. The labor cost will be indexed each year for inflation.

When more than 6 potholes more than 6" across or 1 pothole more than 18" across (measured across the largest part of the pothole) develops, the holes will be filled with new  $\frac{3}{4}$  minus crushed rock and graded to match the surrounding roadway.

When snow builds up on Melody Lane more than 8" in depth, both parties will share equally in the cost or labor for plowing the Lane clear of snow.

There will be no trees or brush allowed to grow in the easement. The grass will be mowed when it reaches 8" in height above the ground. There will be no rocks or other obstructions placed in the Lane right of way.

Utilities may be placed in the Lane right of way if buried to depths meeting Skamania County regulations. Damage to utilities by either party will be paid for in full by the party causing the damage.

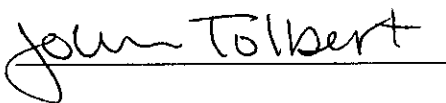
No vehicles will be placed in the right of way for more than 24 consecutive hours or more than 48 hours in a week. At no time will the Lane be blocked by either party without express written permission of both parties.

This road agreement may be voided by written agreement of all signed parties. Either party may be released from this agreement upon sale of their property bordering Melody Lane if the purchasers agree in writing to be responsible for the road agreement.

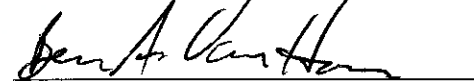
Timothy Tolbert



Jolene Tolbert



Ben A. Van Horn



Melody J. Van Horn

