

Road Maintenance for Stella Royal Lane

J.C.'S Short Plat

As Recorded in Book On Page AF2005157844

Grantor: John and Stella McGuire

Grantee: J.C.'S Short Plat located in the N.1/2 of the SE 1/4 Section: 6,
Township 1 North, Range 5 East W.M.

The undersigned own or have an interest in real property located on Stella
Royal Lane, which is designated and declared to be a private road as
defined in the Skamania County Code.

Maintenance Agreement:

1. The landowners of each parcel of land serviced the private road
"Stella Royal 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 unless agreed upon
unanimously and in Notarized writing by all "landowners" using
"Stella Royal Lane".
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. Unless other wise indicated in writing under the previous paragraph.

4. If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road personally, or through having deliveries made, it is the sole responsibility of that landowner to pay for the cost of repairing the road and any other damages that incur.
5. The landowners that are bound by this agreement shall meet at that property each year as such time and place as set by all of the undersigned.

Each year they shall:

- a. Decide what maintenance and repair work needs to be done in the coming year:
 - b. Decide who shall be in charge of arranging for the work to be done:
 - c. Appoint a treasurer to collect each landowner share and to pay the bills.
6. 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.
 7. This agreement shall be binding upon the heirs, successors or assigns hereof and shall be appurtenant to and run with the land

described herein; no land bordering on Stella Royal Lane shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

8. Stella Royal lane is located (see legal description as recorded in book ____ Page ____ of Skamania County deed of records.) Located N1/2, SE 14 Sections 6, Township 1, and Range 5 East, W.M. Skamania County, Washington.

Lot 2: John D. Smith Stella R. McGuire 8/9/04
Lot 3: John D. Smith Stella R. McGuire 8/9/04

Leona L. Lowes
Notary

