

Doc # 2006164191  
Page 1 of 8  
Date: 12/18/2006 02:46P  
Filed by: PLANNING DEPARTMENT  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$39.00

Michael Lazelle  
PO Box 582  
Carson, WA 98610

**DOCUMENT TITLE(S)**

ROAD MAINTENANCE AGREEMENT - KATHY LANE (PVT)

**REFERENCE NUMBER(S)** of Documents assigned or released:

LOTS 1 & 3 TIETZEL SHORT PLAT BOOK 2, PAGE 222  
MYERS SHORT PLAT AF # 2006164190

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

**GRANTOR(S):**

MICHAEL G LAZELLE & RUTH E LAZELLE  
MARK A LAZELLE & HEATHER E LAZELLE  
JOHN M LAZELLE & ASHLEA LAZELLE  
DOUGLAS SHIELDS & CINDY SHIELDS  
DONALD HARDMAN

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

**GRANTEE(S):**

MYERS SHORT PLAT  
LOTS 1 & 3 TIETZEL SHORT PLAT  
KATHY LANE (PVT)

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

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

LOTS 1-4 MYERS SHORT PLAT AF # 2006164190  
LOTS 1 & 3 TIETZEL SHORT PLAT BOOK 2, PAGE 222

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

**TAX PARCEL NUMBER(S):**

03-08-26-0-0-1203-00  
03-08-26-0-0-1202-00  
03-08-26-0-0-1200-00

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

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

-Road Maintenance Agreement-

Whereas Kathy Lane(Pvt.)presently serving the property above described and several other parcels, it is necessary and desirable that a declaration be made as to the maintenance, repairs and upkeep of said road. Now it is hereby stated and established that the current and future landowners of the lots serviced by this road shall share on an equal basis the expense and responsibility for the maintenance, repairs and additional construction of Kathy Lane (Pvt.).It is further stated that maintenance shall include, but not be limited to, the removal of snow and other hazards or obstructions as well as graveling. The landowners agree to provide for the maintenance of all private roads common to the above described property as follows:

**A. TYPE AND FREQUENCY OF MAINTENANCE**

That all roads designated a private road as defined in Skamania County Code Chapter 12.03 shall be maintained in as satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum the annual filling of all potholes, ruts, gullies etc. that restrict travel on said road,rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of the said road to provide for surface water drainage where necessary and deemed appropriate by all landowners. Any landowner that damages the road by any of his activity shall be respnsible to fix that damage in as good or better condition than it was at his own cost.

**B. METHOD OF ASSESSING COSTS**

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

#### C. METHOD OF COLLECTION

The landowners shall establish a fund for the maintenance of the road. Each landowner shall contribute to this fund on such dates as the landowners may from time to time unanimously decide upon, but in any event no less than annually. The landowners may designate a treasurer among them to administrate such funds.

#### D. DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance on said private road, funds for road maintenance shall be disbursed within 30 days of billing to any provider of road maintenance services or materials by the landowner designated as treasurer.

#### E. NON-PAYMENT OF COSTS-REMEDIES

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of 30 days or more shall contribute a late penalty of \$1.00 per day to the road maintenance fund for each day of delinquency in addition to the dues already owed. After 10 days of written notice to the delinquent landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs

expended in such action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

#### F. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenance to the parcels of land described.

#### G. SEVERABILITY

If any provision of this agreement is held invalid for any reason the remainder of this agreement is not affected.

IT IS FURTHER STATED that the road servicing said property is not a county road and that the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction or repair of such road including snow-removal.

Dated this \_\_\_\_\_

Michael G. Lazelle X	<u>Michael G. Lazelle</u>	date- <u>8-07-06</u>
Ruth E. Lazelle X	<u>Ruth E. Lazelle</u>	date- <u>8-07-06</u>
Mark A. Lazelle X	<u>Mark A. Lazelle</u>	date- <u>7-28-06</u>
Heather E. Lazelle X	<u>Heather E. Lazelle</u>	date- <u>7-28-06</u>
John M. Lazelle X	<u>John M. Lazelle</u>	date- <u>10-27-06</u>
Ashlea Lazelle X	<u>Ashlea Lazelle</u>	date- <u>8-10-06</u>
Douglas Shields X	<u>Douglas Shields</u>	date- <u>10-27-06</u>
Cindy Shields X	<u>Cindy Shields</u>	date- <u>10-20-06</u>
Donald Hardman X	<u>Donald C. Hardman</u>	date- <u>10-27-06</u>

10-2-0-4  
LANDOWNER of Parcel #lots 3-n-4-Myers sp. serviced by Kathy lane  
and Paradise lane.

DATED THIS 10 day of August, 2006

x Michael G. Lazelle x Ruth E. Lazelle

STATE OF WASHINGTON

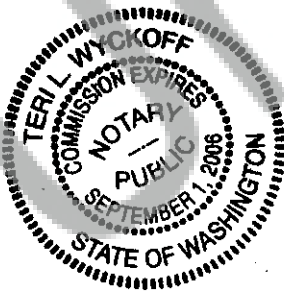
COUNTY OF SKAMANIA

x Michael G. Lazelle

On this day personally appeared before me x Ruth E. Lazelle

to me known as the individual (s) described in and who executed  
the within and foregoing instrument and acknowledged that they  
signed the same as their free and voluntary act and deed, for the  
uses and purposes therein stated.

Given under my hand and official seal this 10th day of August,  
2006



NOTARY PUBLIC in and for the State  
of Washington, residing at

Teri L. Wyckoff  
My commission expires 9-1-06

TERI L. WYCKOFF

LANDOWNER of Parcel #03082600120000 serviced by Kathy Lane.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2006

X \_\_\_\_\_ X \_\_\_\_\_

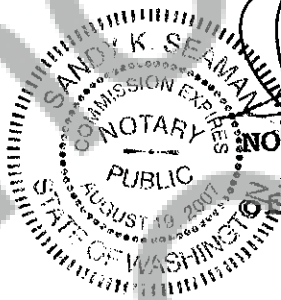
STATE OF WASHINGTON

COUNTY OF SKAMANIA

X Donald Hardman

On this day personally appeared before me X Donald Hardman  
to me known as the individual (s) described in and who executed  
the within and foregoing instrument and acknowledged that they  
signed the same as their free and voluntary act and deed, for the  
uses and purposes therein stated.

Given under my hand and official seal this 25<sup>th</sup> day of SEPT.,  
2006



Sandy Seaman  
NOTARY PUBLIC in and for the State

Washington, residing at

Skamania County

My commission expires 8/19/07

John M. Ashley

LANDOWNER of Parcel #lot #1 Myers sp. serviced by Kathy Lane

DATED THIS 18<sup>th</sup> day of August, 2006

x John M. Lazelle x Ashlea Lazelle

STATE OF WASHINGTON

COUNTY OF SKAMANIA

x John M. Lazelle

On this day personally appeared before me x Ashlea Lazelle

to me known as the individual (s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein stated.

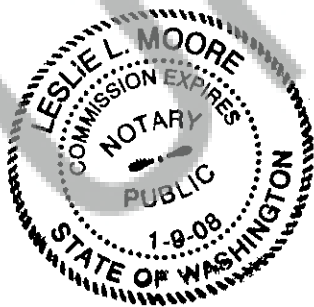
Given under my hand and official seal this 18<sup>th</sup> day of August, 2006

Leslie L. Moore

NOTARY PUBLIC in and for the State of Washington, residing at

Casco Washington

My commission expires 1/9/08



LANDOWNER of Parcel # lot#2 Myers sp. serviced by Kathy Lane  
and Paradise Lane.

DATED THIS 28th day of July, 2006

x Mark A. Lazelle x Heather E. Lazelle

STATE OF WASHINGTON

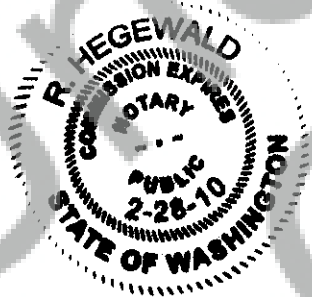
COUNTY OF SKAMANIA

x Mark A. Lazelle

On this day personally appeared before me x Heather E. Lazelle

to me known as the individual (s) described in and who executed  
the within and foregoing instrument and acknowledged that they  
signed the same as their free and voluntary act and deed, for the  
uses and purposes therein stated.

Given under my hand and official seal this 28th day of July,  
2006



[Signature]  
NOTARY PUBLIC in and for the State

of Washington, residing at

N. Bonneville

My commission expires

02/28/2010