

Mike Lazelle
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Carson, WA 98610

DOCUMENT TITLE(S)
ROAD MAINTENANCE AGREEMENT - PARADISE LANE (PVT)
REFERENCE NUMBER(S) of Documents assigned or released:
MYERS SHORT PLAT AF # 2006164190
<input type="checkbox"/> Additional numbers on page _____ of document.
GRANTOR(S):
MICHAEL G. LAZELLE & RUTH E LAZELLE MARK & HEATHER LAZELLE
<input type="checkbox"/> Additional names on page _____ of document.
GRANTEE(S):
MYERS SHORT PLAT PARADISE LANE (PVT)
<input type="checkbox"/> 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
<input type="checkbox"/> Complete legal on page _____ of document.
TAX PARCEL NUMBER(S):
03-08-26-0-0-1203-00
<input type="checkbox"/> 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 Paradise Lane (Pvt.) will be serving two previously described 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 Paradise 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 responsible 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 _____

Mark A. Lazelle X

Mark A. Lazelle

date- 7-28-06

Heather E. Lazelle X

Heather E. Lazelle

date- 7-28-06

Michael G lazelle X

Michael G. Lazelle

date- 8-07-06

Ruth E. Lazelle X

Ruth E. Lazelle

date- 8-07-06

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

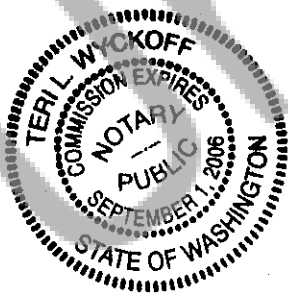
COUNTY OF SKAMANIA

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

My commission expires

TERI L. WYCKOFF

9-1-06

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 28 day of July
2006

NOTARY PUBLIC in and for the State

of Washington, residing at Lyle, WA

Brenda S. Sorensen

My commission expires 2/28/2010

