

Juliana DeSmith
500 Martin Ct.
Vancouver, WA 98661

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Date: 03/16/2007 01:40P
Filed by: JULIANA DESMITH
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$34.00

JASPER LANE PVT ROAD MAINTENANCE AGREEMENT of the Bryan Short Plat 2005157409

This agreement is made between the owners of parcels numbers 03080600110400 (Lot 2) and 03080600110500 Lot 3) with the private road originating off Jasper Lane Pvt. off Bear Creek Road in Skamania County, Washington.

WHEREAS, Juliana DeSmith, Jacqueline J. Parker and Jeanette L. McCartney are the proponents of the above referenced Lots and

WHEREAS, the above referenced lots are accessed by a private road - Jasper Lane PVT herein referred to as the Road, and

Whereas, the proponents desire to apportion the cost of maintaining the Road,

NOW THEREFORE, the proponents declare that the responsibility for maintaining the Road is assigned to the owners of Lots 2 and 3 of Jasper Lane PVT. Those responsibilities are described more particularly in the following paragraphs.

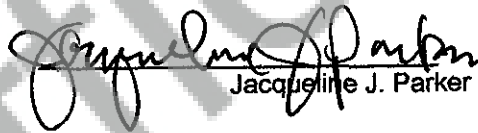
CONDITIONS OF ROAD USE

1. The Road shall be kept in as good or better condition as it is at the time of execution of this Agreement. The Road shall be inspected annually by all parties to this Agreement and all needed maintenance performed.
2. All repairs to the Road made necessary by extraordinary wear and tear on the Road including, but not limited to, damage done by large vehicles or tracked vehicles, shall be promptly repaired by the party(s) causing said vehicle(s) to be on the Road.
3. All repairs caused by ordinary wear and tear on the Road shall be the mutual responsibility of all parties who own house(s) accessed by the Road.
4. Repairs shall include, but not limited to, work on the surface, shoulders, ditches, culverts, drainage and vegetation control.
5. The costs of repairs caused by ordinary wear and tear shall be borne in equal shares by the owners of the houses accessed by the Road.
6. Improvements to the Road are changes made to it to make it better than it was when the Agreement takes effect. Improvements shall be made to the Road at the expense of all owners of

1. the lots accessed by the Road if, and only if, all of the lots accessed by the Road agree in advance and in writing.
2. This Agreement may be terminated or amended if the written consent of the owners of all the lots served by the Road is obtained.
3. In the event any owner or owner(s) of lot(s), that are liable to pay a share or shares of the costs of repairs on the Road or improvements to it, fail to pay their share(s) of the cost of said repairs, the owner(s) of the remaining lot(s) shall have legal recourse to collect the debt, including, but not limited to, placing a lien on said property.
4. In the event of dispute among the owners of houses accessed by the Road over the use of the Road or repairs to it, the prevailing party in that dispute shall be entitled to recover the costs of that dispute, including attorney's fees and court costs, from the non-prevailing party(s).
5. This document shall take effect when it is recorded, and run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this 11th day of March 2007.


Juliana DeSmith


Jacqueline J. Parker

STATE OF WASHINGTON)

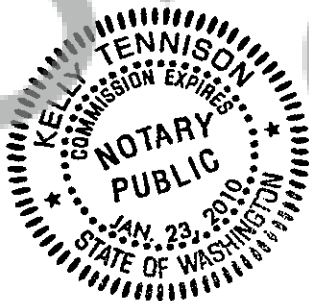
: ss


County of ~~Clark~~

Skamania

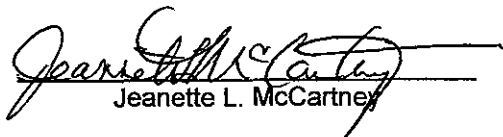
On this day personally appeared before me, Juliana DeSmith and Jacqueline J. Parker to me known to be the individuals described in and who executed the above and foregoing instrument, and acknowledged to me that they signed the same at their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of March 2007.




Notary Public in and for the State of Washington
Washington, residing at N. Bonneville
My Commission expires 1-23-10


IN WITNESS WHEREOF, the parties hereto have executed this instrument this 6th day of March 2007.


Jeanette L. McCartney

STATE OF OREGON)
 : ss
County of Multnomah)

On this day personally appeared before me, Jeanette L. McCartney to me known to be the individual described in and who executed the above and foregoing instrument, and acknowledged to me that she signed the same at her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6th day of March 2007.


Notary Public in and for the State of
Oregon, residing at Multnomah
My Commission expires May 29, 2010

