Doc # 2008169066

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Date: 2/22/2008 Ø1:27P

Filed by: CATHERINE V PETERSON

Filed & Recorded in Official Records

of SKAMANIA COUNTY

SKAMANIA COUNTY AUDITOR

J HICHAEL GARVISON

Fee: \$44.88

Catherine V. Peterson P.O. Box 113 Stevenson, WA. 98648

> Road Maintenance Agreement Fuller Short Plat

As recorded in Book \_\_\_\_\_ on Page

AF 2008 169065

Grantor: Catherine V. Peterson Personal Representative for the estate of Walline Kathryn Fuller Skamania County Superior Case File # 074000185

## Grantees:

Section 36 Township 3 North, Range 7 east Assessor's Tax Parcel No. 03073643019000

The undersigned own or have an interest in shared private road. Access to Lot 2 of the Fuller Short Plat will be 18'x 44' easement over adjoining tax lot 03073643-170 from Hot Springs Alameda/Chesser Street. The two properties will share an existing entrance on the northwest side of the corner of Lot 2.

## Maintenance Agreement:

- 1. The owners of each parcel of land 03073643-170 And Lot 2 of the Fuller Short Plat bordering the private road (including their successors in interest) hereinafter "landowners" shall be responsible for the cost of maintaining and repairing the private road.
- 2. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
- 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 private driveway. If one of the landowners (including, but not limited to his or her guest, employees or agents) inflicts damage to the driveway i.e. personally, or through having deliveries made such as a truck making a delivery in wet weather) it is the sole responsibility of that land owner to pay for the cost of repairing the private driveway.
- 4. The landowners that are bound by this agreement shall meet at that property on the first of April of each year.
  Each year they shall:
- 1. decide what maintenance and repair work needs to be done the coming year

- 2. decide who shall be in charge of arranging for the work to be done
- 3. appoint a treasurer to collect each landowners share and pay the bills
- 5 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 the driveway repair or driveway 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 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 set by the court.

6. This agreement shall be binding upon the heirs, successors or assigns hereof and shall be appurtenant to and run with the land described herein and no land border on the Fuller Short Plat shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

Grantors:

Lot 170 Catherine and Dennis Peterson

Grantees: Fuller Estat

Att. OCt.

Caronan

## ATTACHMENT TO DOCUMENT

## STATE OF WASHINGTON COUNTY OF SKAMANIA

Signed or attested before me on	, day of <i>feb</i> , 2008
Before me personally appeared CAtherine	() Asterson, known to me to be
the person named in and who executed the fo	regoing document, and acknowledged
to me that he/she signed the same freely and	voluntarily for the uses and purposes
therein expressed.	4 ( // )

In WITNESS WHEREOF, I have heretofore signed and affixed my official seal the day and year written above.

Debra A Tennison

NOTARY PUBLIC in and for

The State of Washington Residing in North Bonneville.

My appointment expires: 3/1/11

DEBRA A. TENNISON STATE OF WASHINGTON NOTARY PUBLIC

MY COMMISSION EXPIRES 03-01-11