

WHEN RECORDED MAIL TO:

Brandy Audette  
P.O. Box 106  
Washongah, WA 98671

### PRIVATE ROAD MAINTENANCE AGREEMENT

This Private Road Maintenance Agreement ("Agreement") is entered into this 9th day of January 2015, by and among the undersigned parcel owners.

#### RECITALS

**WHEREAS**, 151 Old Belle Center Road and 101 Stable Way are located on a private driveway situated in Skamania County, Washington, more particularly shown on Exhibit A attached hereto ("Roadway Property"); and

**WHEREAS**, the undersigned parcel owners ("Participating Owners") are the owners or users of the Roadway Property; and

**WHEREAS**, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to driveway.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Road Maintenance and Road Improvements. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by emergency vehicles.

A. Road Maintenance: Participating owners shall monitor the condition of the road and initiate maintenance activities for normal wear and tear as needed.

B. Road Improvements: Participating Owners will mutually agree with cost estimates provided, and a mutual agreement will be required.

If any Participating Owner performs improvements, maintenance, repairs, or replacements to the Roadway Property without approval of other owner performing the work, the Participating Owner performing such work shall be solely responsible for the costs incurred.

2. Cost Sharing. 151 Old Belle Center Road Washougal, Wa. responsible for 50% of the maintenance from Old Belle Center Road to the beginning of 101 Stable Way east property line. Owner's of 101 Stable Way responsible for remainder of driveway.

3. Future Parcels. Any additional parcels gaining access to the Roadway Property by way of subdividing an existing parcel shall be bound by all terms and conditions of this Agreement, and will be required to pay that portion of the maintenance.

4. No Prepayment no monthly fees.

5. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway Property remains private.

6. Binding Agreement. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

7. Enforcement. This Agreement may be enforced by Participating Owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

8. Disputes. If a dispute arises over any aspect of the improvements, maintenance, or repair, the parties may engage in binding arbitration to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Participating Owners. In selecting a third party arbitrator, each Participating Owner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

9. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided.

10. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

11. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

12. Recording this Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to both parties.

PARTICIPATING OWNERS:

\*Brandy Audette  
Betty Huddleston by  
Brandy Audette, AIF  
\*Brandy Audette  
Betty Huddleston by  
Brandy Audette, AIF

Parcel Number: 01050800081203  
01050800081200

Parcel Number: \_\_\_\_\_

01050800080000  
Parcel Number: 01050800080003

Parcel Number: \_\_\_\_\_

Unofficial Copy


(Notary Acknowledgement to Private Road Maintenance Agreement dated January 9, 2015)

STATE OF WASHINGTON       }  
COUNTY OF CLARK       }ss

On this 16<sup>th</sup> day of January, 2015, before me personally appeared Brandy L. Audette, to me known to be the individual described in and who executed the foregoing instrument for herself and as Attorney in Fact for Betty L. Huddleston and acknowledged that she signed and sealed the same as her free and voluntary act and deed for herself and also as her free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

Dated: January 16<sup>th</sup>, 2015

T. L. BARRETT  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
JUNE 9, 2016

  
Notary Public in and for the State of Washington  
Residing in Vancouver  
My appointment expires: June 9, 2016

**EXHIBIT "A"**

**Lot 4 of ROBERT FERGUSON SHORT PLAT, recorded in Book "2" of SHORT PLATS, page 13, records of Skamania County, Washington.**

**The South half of the South half of the Northwest quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington.**

**EXCEPTING the West 13 acres thereof.**

**AND FURTHER EXCEPTING any portion thereof lying with the ROBERT FERGUSON SHORT PLAT, recorded in Book "2" of Short Plats, pages 13, 37 and 74, records of Skamania County, Washington, from said South half.**

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