

Filed at the Request of and
After Recording Return to:

Wyers | Wyers, Attorneys
P. O. Box 421
Bingen, WA 98605
(509) 493-2772

ROAD MAINTENANCE AGREEMENT

This Agreement is made this 8th day of May, 2015, for the purpose of establishing a policy and procedure for maintenance and repair of a private road a portion of which is known as Sutherland Road, for the benefit of the below-described parcels of property currently owned by Robin J. Hale, situated in Skamania County, Washington, and more particularly described as (dominant estate):

Lots 1 and 2, Versari Short Plat, recorded in Book 3, Page 236, Skamania County Records, Skamania County, Washington, located in the Southwest quarter of the Northwest quarter of Section 22, Township 3 North, Range 10 East, of the Willamette Meridian, which are more particularly described on Exhibits "A" and "B" attached hereto, hereinafter referred to as Lots 1 and 2. (Tax Parcel Nos. 03 10 2200 1106 00 & 03 10 22 00 1104 00).

Said road crosses a portion of the following legally described real property owned by Robin J. Hale (servient estate):

The East half of the Southwest quarter of the Northwest quarter and the East half of the West half of the Southwest quarter of the Northwest quarter, all in Section 22, Township 3 North, Range 10 East, of the Willamette Meridian, Skamania

County, State of Washington. Excepting therefrom the following: That portion conveyed to William L. Garrett, et ux, by instrument recorded September 3, 1970, in Book 62, Page 41, Auditor's File No. 72506, Skamania County, Washington; that portion conveyed to Richard E. Lathrup by instrument recorded April 6, 1971, in Book 62, Page 758, Auditor's File No. 73305, Skamania County, Washington; that portion conveyed to Larry Z. Marczynski, et ux, by instrument recorded February 28, 1972, in Book 63, Page 793, Auditor's File No. 74466, Skamania County, Washington; that portion conveyed to John Lompa, et ux, by instrument recorded August 16, 1972, in Book 64, Page 336, Auditor's File No. 75085, Skamania County, Washington; that portion conveyed to Joe Perry, et ux, by instrument recorded November 8, 1974, in Book 67, Page 851, Auditor's File No. 78429, Skamania County, Washington. (Tax Parcel No. 03 10 22 00 1100 00).

The private roadway which is subject to the terms and conditions of this Agreement is set forth in that instrument (re)recorded July 5, 1989, Book 114, Page 749, Skamania County Deed Records, and on the Versari Short Plat, recorded in Book 3, Page 236, Skamania County Short Plat Records, on December 30, 1993.

Future owners of Lots 1 and 2, hereinafter referred to as "Landowners", shall provide for the maintenance of the private road servient to the above-described real property as follows:

1. The Landowners shall take Lots 1 and 2 subject to the responsibilities and costs for road maintenance, which shall be shared equally between said Landowners as to the portion of Sutherland Road and its southerly extension that crosses the servient estate in a Southwesterly direction, and Lot 1, which road is 375 feet long, more or less, from Schoolhouse Road to

the Northerly boundary of Lot 2, as shown on the Boundary Line Adjustment Survey recorded February 4, 2014, at Auditor's File No. 2014000204. The terms and conditions of this Agreement do not apply to the owner of the servient estate. Robin J. Hale is a party to this Agreement only as to his interest in Lot 1 or Lot 2.

2. Each Landowner shall assume sole responsibility for the costs for road maintenance from and beyond the intersection of the roadway described above and the Northerly boundary of Lot 2 as shown on the above referenced Boundary Line Adjustment Survey, to provide individual driveway access to each Landowner's lot.
3. Road maintenance shall include clearing of snow, windfall and other road blockages, filling potholes, upgrading and improving the road, and other normal road maintenance requirements, and as set forth in Skamania County Code Title 12.03, as detailed in the Skamania County Road Approach and Private Roads Standards.
4. The Landowners shall share the costs to maintain the driveway in its present condition, excluding any damage done during improvements to either of the Boundary Line Adjustment lots. The arrangements and cost to repair the road from improvement and construction activity on either lot shall be the

sole responsibility of the owner of the lot on which the improvements or construction are being performed.

5. Right of ingress and egress using the existing road as currently situated, whether within or without the easement of record, shall be reciprocally granted between the parties, including that the easement across Lot 1 identified as "New Access and Utility Easement" on the Boundary Line Adjustment Survey, may be used as access to Lot 2 and is subject to this Road Maintenance Agreement.
6. All costs to be shared for maintenance and repairs to said roadway shall be agreed upon between the Landowners before commencement of any such maintenance and/or repairs. Until such time as a residence is established on the second lot, the cost of snow removal shall be borne by the Landowner of the lot on which a residence is first built. At such time as there are *occupied* residences on both lots, the Landowners shall share equally in snow removal. In the event that the Landowner for one Lot is absent for the entire snow plowing season, the other Landowner shall be solely responsible for the cost of snow removal.
7. If a dispute shall arise between the Landowners regarding the maintenance or repair to said shared roadway, and either party shall commence proceedings or institute suit to enforce rights hereunder, the prevailing party

shall be entitled to costs and reasonable attorney's fees, including reasonable attorney's fees on appeal. Prior to filing such a lawsuit, the Landowners shall submit their dispute to and participate in mediation proceedings with Six Rivers Dispute Resolution Center, or another community based mediation service as agreed upon between the parties, the cost of which shall be shared as may be decided in mediation.

8. Robin J. Hale, who is the sole owner of both the dominant and servient estates, acknowledges that a Road Maintenance Agreement recorded December 30, 1993, in Book 140, Page 634, Auditor's File No. 118396, Skamania County Deed Records, which affected said properties, has by separate document been rescinded. Said Rescission of Road Maintenance Agreement is recorded simultaneously herewith.
9. If any provision of this Agreement is held invalid for any reason, the remainder of the Agreement shall not be affected.
10. Robin J. Hale intends that this Agreement, including both the rights and obligations hereto, shall run with the land described herein, and be binding on all parties having any right, title or interest in the same and shall extend to, inure to the benefit of, and bind, as the circumstances may require, the heirs, executors, administrators, successors and assigns of such parties.

11. 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 said road.

Dated this 8th day of May, 2015.

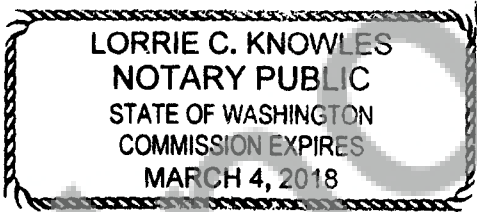


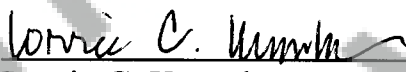
Robin J. Hale

STATE OF WASHINGTON)
) §
COUNTY OF KLINKITAT)

I certify that I know or have satisfactory evidence that ROBIN J. HALE is the person who appeared before me and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: May 8, 2015.





Lorrie C. Knowles
Notary Public in and for the State of
Washington, residing at White Salmon
My commission expires: 3/4/18.

EXHIBIT "A"
LOT 1, VERSARI SHORT PLAT

Lot 1, of the Versari Short Plat, recorded in Book 3, Page 236, Skamania County Records, Skamania County, Washington, Located in the Southwest Quarter of the NW Quarter of section 22, Township 3 North, Range 10 East, of the Willamette Meridian.

Excepting Therefrom:

Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet to the Point of Beginning of this description; Thence South 89°45'48" East, 121.03 feet to a point on southerly line of said Lot 1; Thence following the southerly line of said Lot 1 the following three (3) courses; 1.) Thence South 54°52'07" West, 50.53 feet; 2.) Thence South 34°06'22" West, 54.34 feet; 3.) Thence North 89°45'48" West, 50.00 feet to the southwest corner of said Lot 1; Thence North 00°35'46" East, 74.37 feet to the Point of Beginning.

Excepting Therefrom:

Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet; Thence South 89°45'48" East, 506.18 feet to the Point of Beginning of this description; Thence Continuing South 89°45'48" East, 42.05 feet to a point on the east line of said Lot 1; Thence South 22°35'31" West, 12.83 feet to the southeast corner of said Lot 1; Thence North 72°03'44" West along the south line of said Lot 1 a distance of 39.01 feet, to the Point of Beginning.

Including thereto:

Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet; Thence South 89°45'48" East, 121.03 feet to the Point of Beginning of this description; Thence following the south line of said Lot 1 the following five (5) Courses; 1.) Thence North 54°52'07" East, 35.64 feet; 2.) Thence South 89°45'48" East, 87.00 feet; 3.) Thence South 81°19'46" East, 136.36 feet; 4.) Thence North 19°21'30" East, 40.22 feet; 5.) Thence South 72°03'44" East, 127.04 feet; Thence North 89°45'48" West, 385.15 feet, to the Point of Beginning.

EXHIBIT "B"
LOT 2, VERSARI SHORT PLAT

Lot 2, of the Versari Short Plat, recorded in Book 3, Page 236, Skamania County Records, Skamania County, Washington, Located in the Southwest Quarter of the NW Quarter of section 22, Township 3 North, Range 10 East, of the Willamette Meridian.

Including thereto:

Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet to the Point of Beginning of this description; Thence South 89°45'48" East, 121.03 feet to a point on southerly line of said Lot 1; Thence following the southerly line of said Lot 1 the following three (3) courses; 1.) Thence South 54°52'07" West, 50.53 feet; 2.) Thence South 34°06'22" West, 54.34 feet; 3.) Thence North 89°45'48" West, 50.00 feet to the southwest corner of said Lot 1; Thence North 00°35'46" East, 74.37 feet to the Point of Beginning.

Including thereto:

Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet; Thence South 89°45'48" East, 506.18 feet to the Point of Beginning of this description; Thence Continuing South 89°45'48" East, 42.05 feet to a point on the east line of said Lot 1; Thence South 22°35'31" West, 12.83 feet to the southeast corner of said Lot 1; Thence North 72°03'44" West along the south line of said Lot 1 a distance of 39.01 feet, to the Point of Beginning.

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Commencing at the Northwest Corner of Lot 1, of the Versari Short Plat; Thence South 00°35'46" West along the west line of said Lot 1, a distance of 150.73 feet; Thence South 89°45'48" East, 121.03 feet to the Point of Beginning of this description; Thence following the south line of said Lot 1 the following five (5) Courses; 1.) Thence North 54°52'07" East, 35.64 feet; 2.) Thence South 89°45'48" East, 87.00 feet; 3.) Thence South 81°19'46" East, 136.36 feet; 4.) Thence North 19°21'30" East, 40.22 feet; 5.) Thence South 72°03'44" East, 127.04 feet; Thence North 89°45'48" West, 385.15 feet, to the Point of Beginning.