AFN #2017002370 Recorded Nov 13, 2017 11:43 AM DocType: DEED Filed by: Lamplight Capital & Asset Management LLC Page: 1 of 3 File Fee: \$76.00 Auditor Robert J. Waymire Skamania County, WA

Return Address:

Lamplight Capital & Asset Management LLC 10375 Richmond Ave. Suite 1010 Houston, TX 77042

ROADWAY/DRAINAGE MAINTENANCE AGREEMENT

This is a road/drainage maintenance agreement for a Roadway Easement to be recorded. Exhibit A SE 1/4 Section of Section 35 Township 3N Range 7E WM Parcel #03073544080000

Easement is within Parcel known as lot 14 created by the Hidden Ridge Subdivision plat and grants road and utility access to Lot 13.

Address: Grantor- 1190 NW Red Hawk Drive Stevenson, WA 98648 Grantee- 1182 NW Red Hawk Drive Stevenson, WA 98648

Maintenance Agreement:

- 1. Owner/s of Lot 13, using the roadway for access to their property will be solely responsible in the maintenance of the private road and drainage. This agreement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.
- 2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD/DRAINAGE AGREEMENT The said Lot 13 owner/s are responsible for the maintenance of the roadway and the parties agree that the roadway and drainage will be maintained in good, passable condition under all traffic and weather conditions. The cost of the maintenance, repair and/or restoration of the roadway and/or drainage shall be owner/s of Lot 13 sole responsibility.
- 3. No signage or gates shall be permitted which would restrict or interfere with the normal use of said roadway.
- 4. Owner of Lot 13(including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway.
- 5. If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road i.e. personally or through having deliveries made), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

6. 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 roadway/drainage repair or roadway/drainage maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement they deem 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. The decision may be enforced by 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.

In WITNESS WHEREOF, the said parties have signed this agreement the day and year first mentioned.

Lot 14 of Hidden Ridge

Lot 13 of Hidden Ridge

Lamplight Capital & Asset Management LLC

Lamplight Capital & Asset Management LLC

STATE OF TEXAS

County of Harris

The following instrument was acknowledged before me the be

Notary Public of Texas

My Commission expires: 12-10-2021



