AFN #2017002371 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 Roadway Easement to be recorded. Exhibit A SE 1/4 Section of Section 35 Township 3N Range 7E WM Parcel #03073544080000

Easement is within Parcels known as Lot 19, 21 and 3 created by the Hidden Ridge Subdivision plat and grants road and utility access to Lot 3 & 20 See exhibit 'A'

Address: Grantor: Lot 19 - 1219 NW Red Hawk Drive Stevenson, WA 98648

Lot 21 - 1193 NW Red Hawk Drive Stevenson, WA 98648

Lot 3 - 1201 NW Red Hawk Drive Stevenson, WA 98648

Grantee: Lot 3 - 1201 NW Red Hawk Drive Stevenson, WA 98648

Lot 20 - 1211 NW Red Hawk Drive Stevenson, WA 98648

Maintenance Agreement:

- 1. All parcels using the roadway for access to their property will share equally in the maintenance of the private road and drainage. If any lot is further divided, the new lots will pay their equal share. This agreement shall run with the land and shall be binding upon an 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 owners of Lot 3 and Lot 20 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 assessed equally among all served by the said roadway/drainage.
- 3. None of the parties having a right to use the roadway easement shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road or drainage in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owner of the property bound by this agreement
- 4. No signage or gates shall be permitted which would restrict or interfere with mutual use of said roadway.

5. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The roadway shall be used for the common benefit of all landowners.

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. Road/drainage maintenance or repair will be performed on any section of the road or drainage when the majority of the landowners agree to do such improvements.
- 7. 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.

STATE OF Texas
County of Harris

The following instrument was acknowledged before me the Way of November 201

Grantor for Lot 3-19-21

Grantee for lot 3-20

Lamplight Capital & Asset Management LLC

Lamplight Capital & Asset Management LLC

Notary Public of Texas My Commission expires: Christina J. 12-10-2021

CHRISTINA L. JUCKES
My Notary ID # 124064252
Expires December 10, 2021

