



Steven Rauner  
Responsible Party  
5035 NE 13th Avenue  
Portland, Oregon 97211

## Shared Driveway Maintenance Agreement

Effective Date: 7/1/25

All parties, as both Grantors and Grantees, grant and accept a shared easement for use, maintenance, and repair of the road as outlined below. This easement runs with the land and is binding on all current and future owners.

**Party A: Carolina Phister & Erik Larson.** Owners of Parcel A, 331 Lakeview Road, Historically known as Cabin Site #24, **legally described as Skamania Parcel # 43100200042400 now known as 03100200142400.** Both Grantor and Grantee per title easements.

**Party B: Stephanie Parrish & Steven Rauner.** Owners of Parcel B at time of signature, 401 Lakeview Road, Historically known as 341 Lakeview Road, and Cabin Site #26, **legally described as Skamania Parcel #43100200042600 now known as 03100200142600..**

**Party C: Kirsten Rudestam & Monica Rudestam.** Owner of Parcel C, Historically known as Cabin Site #27 LAKEVIEW ROAD, **legally described as Skamania Parcel # 43100200042700 now known as 03100200142700.**

### 1. Property Affected

The Parties own parcels of land that are serviced by a shared driveway as described in Attachment A [legal description of the shared driveway].

### 2. Driveway Description

The shared driveway is established by express easement and detailed in Attachment A.

### **3. Purpose**

This Agreement governs the maintenance, improvement, and repair of the shared driveway to ensure its continued use and benefit.

### **4. Cost Sharing, Use, and Maintenance Standards**

#### **Shared Costs**

Costs for maintenance, improvements, and repairs—including snow and ice removal—shall be allocated based on each Party's proportional use of the shared driveway. The Party located furthest from the road uses the most and is responsible for a larger share; the Party closest to the road uses the least and pays accordingly. Each Party's right to use the driveway is limited to: (a) portions located on their own property, and (b) portions of the driveway where they hold recorded legal easement rights, as documented in their respective deeds. All Parties agree to provide and permit reasonable access across their respective portions of the driveway for the purpose of conducting maintenance, repairs, or improvements related to shared use.

#### **Exclusive Use Sections**

Each Party shall bear full responsibility for costs related to any section of the driveway exclusively serving their property, including stubs off the shared driveway.

#### **Maintenance Standards**

The shared driveway shall be maintained in a condition that permits safe, reasonable access at all times. Periodic maintenance shall be conducted by a licensed, bonded, and qualified driveway or road grading contractor.

### **5. Proportionate Payment of Expenses**

Each Party, including successors and assigns, shall pay a proportional share of reasonable maintenance and repair costs, based on their regular use of the shared portion of the driveway. This includes costs for sections exclusively serving their property. The cost-sharing formula applies only up to the last point of shared use; any section beyond that point is the sole responsibility of the benefiting property owner.

### **6. Funds and Financial Administration**

#### **Responsibilities**

There is a designated "Responsible Owner." They are responsible for collecting and disbursing funds and contracting services for maintenance should they be necessary.

At the beginning of each calendar year or within the first quarter of the following year, all parcel owners shall confer by email and determine who will serve as Responsible Owner for the following year.

#### **Collection**

The Responsible Owner has the authority to collect funds and is responsible for contracting purposes to fulfill this covenant.

#### **Expenditures**

The Responsible Owner is authorized to engage licensed professionals for maintenance and repairs.

#### **Maintenance and Repair Account**

The owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a bank. Monies deposited shall be expended only for maintenance and repair, with the number of signatures required for withdrawals specified at the time the account is authorized.

#### **7. Right to Lien for Nonpayment**

If a Party fails to pay their assessed share, the other Parties may place a lien against the nonpaying party's property for recovery of the owed amount.

#### **8. Changes and Review**

The charges and terms of this Agreement may be reviewed and changed annually with the affirmative vote of 60% of the property owners.

#### **9. Binding Agreement**

This Agreement is intended to run with the land and shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns.

#### **10. Legal Provisions**

##### **Dispute Resolution**

Disputes are to be resolved first through mediation with Six Rivers Dispute Resolution Center at 601 Cascade Ave, Hood River, OR 97031.

##### **Governing Law**

Governed by the laws of the State of Washington.

##### **Attorney Fees**

The prevailing party in any legal action shall recover the funds advanced, interest at the current prime rate, and all costs and disbursements, including reasonable attorney fees.

### 11. Notarization and Acknowledgment

This document shall be acknowledged before a Notary Public in the State of Washington, ensuring it is a free and voluntary act.

### 12. Addendum: Transfer of Ownership

Upon any transfer of ownership of a parcel subject to this Agreement, the seller (old owner) shall:

- Disclose this Agreement to the buyer prior to closing,
- Register an addendum to this Agreement with the county identifying the new owner, and
- Provide written notice to all other existing parcel owners, including a copy of the recorded addendum and the new owner's contact information, within ten (10) days of closing (via email or other written form).
- If the seller fails to complete these steps, the seller remains responsible for all fees, costs, and obligations under this Agreement until the requirements above are fully satisfied and recorded.
- The new owner shall be bound by all terms of this Agreement upon transfer.

### Signatures

Erik Larson 2025-08-19

### Signature

### Date

On behalf of Party A: Carolina Phister & Erik Larson

Steven E. Rauner 2025-08-12

### Signature

### Date

On behalf of Party B: Steven Rauner & Stephanie Parrish (current responsible owner)

Kirsten Rudenstam 2025-08-13

### Signature

### Date

On behalf of Party C: Kirsten Rudenstam & Monica Rudenstam

**Addendum: Example Acknowledgment by New Owner**

I, \_\_\_\_\_, acknowledge that I have received, read, and understood the Shared Driveway Maintenance Agreement associated with [Parcel A / Parcel B / Parcel C]. I agree to abide by all the terms and conditions stated therein.

Dated: \_\_\_\_\_

Signed: \_\_\_\_\_

**Notarization**

Subscribed and sworn before me this \_\_ day of \_\_\_\_\_, 20XX.

By: \_\_\_\_\_

Notary's Signature

My Appointment Expires: \_\_\_\_\_

Unofficial Copy

# Attachment A

## Payment Allocation Formula and Example

### Formula for Payment Allocation Based on Driveway Use

The total costs for maintenance, improvement, and repair of the shared driveway shall be allocated among the parties based on the percentage of the driveway each party regularly uses. This cost-sharing applies only to the portions of the driveway that are jointly used. Any segment of the driveway that serves only one property shall be the sole responsibility of that property owner. Likewise, any stub or spur serving only one property shall be maintained solely by the owner of that property.

#### Example

- **Total Maintenance Cost:** \$100
- **Total Shared Driveway Length:** 360 feet (170 feet + 190 feet)

#### Section Breakdown

##### First 170 Feet

- **Users:** Party C, Party B, Party A
- **Total Cost for This Section:**  $170 \div 360 \times 100 = 47.22$
- **Cost per Party:**  $47.22 \div 3 = 15.74$

##### Next 190 Feet

- **Users:** Party B, Party A
- **Total Cost for This Section:**  $190 \div 360 \times 100 = 52.78$
- **Cost per Party:**  $52.78 \div 2 = 26.39$

#### Total Costs per Party

- **Party C:**
  - Uses the first 170 feet only.
  - Total Cost: \$15.74
- **Party B:**
  - Uses the full 360 feet.
  - Cost for the first 170 feet: \$15.74
  - Cost for the next 190 feet: \$26.39
  - Total Cost: \$42.13
- **Party A:**

# Attachment A

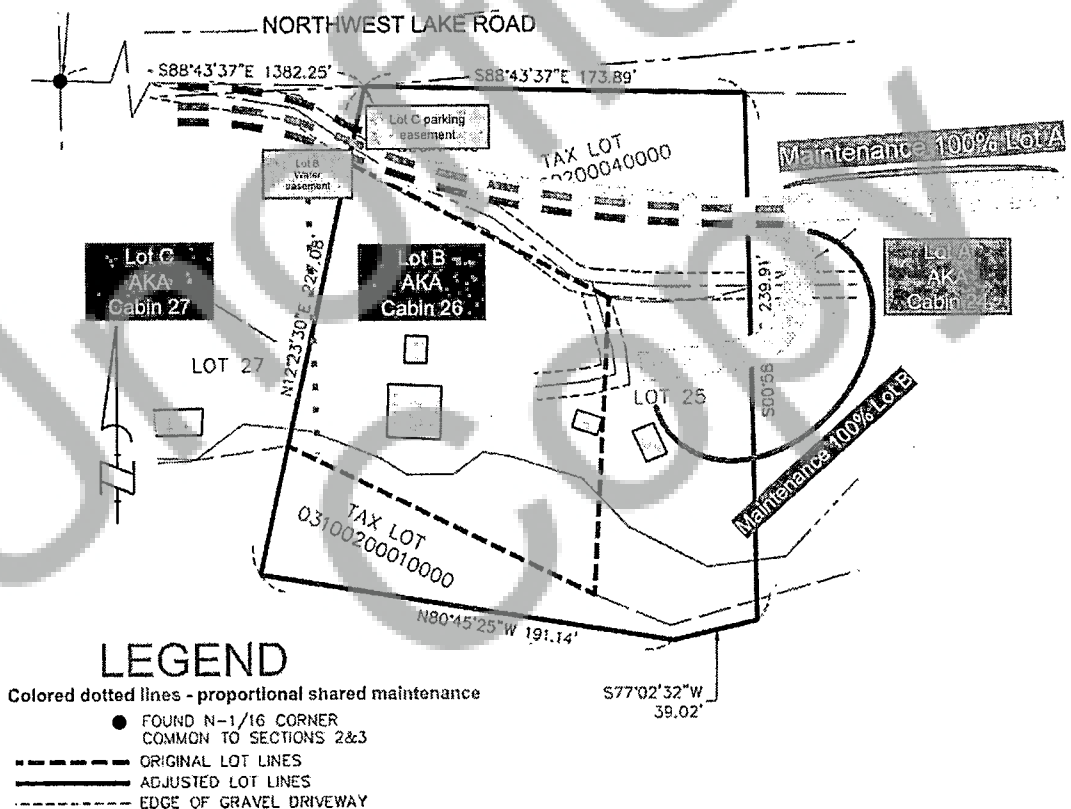
- Uses the full 360 feet.
- Cost for the first 170 feet: \$15.74
- Cost for the next 190 feet: \$26.39
- Total Cost: \$42.13

The final allocation of shared costs is as follows:


- **Party C: \$15.74**
- **Party B: \$42.13**
- **Party A: \$42.13**






As before, any additional costs for sections of the driveway that serve only a specific property are the sole responsibility of that property owner.

## Illustration



# Audit trail

Details		
FILE NAME	Revised Shared Driveway/Private Road_Maintenance_Agreement.docx - 8/12/25, 10:12 AM	
STATUS	 Signed	
STATUS TIMESTAMP	2025/08/19 19:29:17 UTC	

Activity		
 SENT	stevenrauner@gmail.com sent a signature request to: <ul style="list-style-type: none"><li>• Kirsten Rudestam (kirstenrudestam@gmail.com)</li><li>• Steven E Rauner (stevenrauner@gmail.com)</li><li>• Erik Larson (erikjustenlarson@gmail.com)</li></ul>	2025/08/12 17:13:02 UTC
 SIGNED	Signed by Kirsten Rudestam (kirstenrudestam@gmail.com)	2025/08/13 16:29:16 UTC
 SIGNED	Signed by Erik Larson (erikjustenlarson@gmail.com)	2025/08/19 19:29:17 UTC
 SIGNED	Signed by Steven E Rauner (stevenrauner@gmail.com)	2025/08/12 17:14:50 UTC
 COMPLETED	This document has been signed by all signers and is <b>complete</b>	2025/08/19 19:29:17 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.