

After recording return to:

CITY OF STEVENSON  
PO Box \_\_\_\_\_  
Stevenson, WA 98648

### **ROAD MAINTENANCE AGREEMENT**

THIS EASEMENT AND ROAD MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between JOEL C. BATTISTONI, a single person, ("GRANTOR BATTISTONI"), and JAN-PHILIP HOLLSTROM and CORTNEY HOLLSTROM, Husband and Wife ("GRANTOR/GRANTEE HOLLSTROM"), BRETT JOHNSON ("GRANTOR JOHNSON") and CITY OF STEVENSON, a Washington Municipal Corporation ("GRANTEE CITY").

### **RECITALS**

- A. GRANTOR/GRANTEE BATTISTONI is the owner of Tax Lot Number 02070210010000 legally described on Exhibit "A" attached hereto and incorporated herein by this reference ("BATTISTONI'S PROPERTY" or "Lot 100")
- B. GRANTOR/GRANTEE HOLLSTROM is the owner of Tax Lot Number 02070210010100, described on Exhibit "B" attached hereto and incorporated herein by this reference ("HOLLSTROM'S PROPERTY" or "Lot 101").
- C. GRANTOR JOHNSON is the owner of Tax Lot Number 02070210010200, described on Exhibit "C" attached hereto and incorporated herein by this reference ("JOHNSON'S PROPERTY" or "Lot 102")
- D. GRANTEE CITY is the owner of Tax Lot Number 02070211030000 described on Exhibit "D" attached hereto and incorporated herein by this reference ("CITY'S

PROPERTY” or “Lot 300”).

- E. Lot 300 was granted non-exclusive twenty-foot easement for ingress, egress and utilities over Lots 100, 101, and 102 under a Warranty Deed dated May 28, 1971 and recorded as Book 62, Page 922.
- F. Lots 101 was granted a forty-foot non-exclusive easement for ingress, egress and utilities across Lots 100 and 102, and Lot 100 was granted a forty-foot non-exclusive easement for ingress, egress and utilities across Lot 102 under a document entitled “Mutual and Reciprocal Easements” dated December 6, 2010 and recorded as Auditor’s file number 2010177136.
- G. GRANTOR/GRANTEE BATTISTONI is vested with the authority to execute this ROAD MAINTENANCE AGREEMENT and have all necessary power and authority to execute this ROAD MAINTENANCE AGREEMENT and to perform its obligations hereunder; and
- H. GRANTOR/GRANTEE HOLLSTROM is vested with the authority to execute this ROAD MAINTENANCE AGREEMENT and have all necessary power and authority to execute this ROAD MAINTENANCE AGREEMENT and to perform its obligations hereunder; and
- I. GRANTOR JOHNSON is vested with the authority to execute this ROAD MAINTENANCE AGREEMENT and have all necessary power and authority to execute this ROAD MAINTENANCE AGREEMENT and to perform its obligations hereunder; and
- J. GRANTEE CITY is vested with the authority to execute this ROAD MAINTENANCE AGREEMENT and have all necessary power and authority to execute this ROAD MAINTENANCE AGREEMENT and to perform its obligations hereunder; and

**NOW, THEREFORE IN CONSIDERATION OF THE COVENANTS AND MUTUAL AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

**A. AGREEMENT TO MAINTAIN ROAD/FUTURE CHANGES**

1. The parties agree to share in the cost to maintain and reconstruct the road in a fair manner as set forth herein, considering the parties' expected use of the road and normal wear and tear.

2. In the event GRANTOR JOHNSON completes the Tolliver Subdivision (currently in a preliminary plat status in the City), to the status of final city approval, the parties agree this agreement will continue to apply to the non-public portion of Hollstrom Road, except that the property owners accessing their property only over the public portion of the road will now longer participate in this agreement and will be released from its obligations. The remaining property owners or their successors agree to share the road maintenance costs in the same proportion as agreement herein, excluding the properties exempted from the agreement due to the then public portion of the road.

3. In the event any party applies for a boundary line adjustment, short subdivision or long subdivision with the City, the parties and their successors and assigns agree to confer to revisit the effect of that application to this agreement. In the event the parties cannot agree on an amendment or modification of this agreement where the development materially affects this agreement, the parties agree first to seek a mediation of the dispute. In the event the mediation proves unsuccessful, the parties may seek a judicial resolution of the dispute, and each party agrees to bear its own attorney fees and costs in the lawsuit. Venue shall be in Skamania County Superior Court.

4. The landowners agree that the aforementioned easements include a road surface which meets the City of Stevenson Construction Standards. The landowners agree to provide for the maintenance of this joint driveway, henceforth in Part II of this agreement referred to as "the road" as follows:

#### **B. TYPE AND FREQUENCY OF MAINTENANCE; PAYMENT**

1. Maintenance shall conform to SMC Section 2.22 Driveways in that the condition shall be maintained in a satisfactory and useable condition as is practical. At a minimum, said maintenance shall consist of annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

2. If the road is substantially damaged by the activities of one landowner, including his employees or agents, beyond ordinary wear and tear (for example due to construction activities), that landowner shall be responsible for repairing the damage at their own expense as soon as is reasonably practicable. Cost to repair the road due to City water

**Commented [JB1]:** Paragraph added by City in Rev1

**Commented [JB2]:** I think Karl mentioned the City actually has standards for a Joint Driveway. Can we insert something here that agrees it is a joint or shared driveway, and what the surface standards are, if any?

utilities in the roadway, including, repair, reconstruction or damage shall be borne by the City alone.

3. Costs for the road maintenance and road reconstruction described herein shall be assessed proportionately among all landowners according to the cost-sharing chart set forth on Exhibit G.

4. The landowners may from time to time establish an account at a reputable bank or financial institution designated as the "Road Maintenance Account" for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account according to their cost-sharing proportions on such dates as the landowners may from time to time unanimously decide upon. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

#### **C. APPURTENANCE TO THE LAND**

This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to the parcels of land herein described.

#### **D. SEVERABILITY**

If any provisions of this agreement are held invalid for any reason, the remainder of said agreement is not affected.

#### **E. CONSTRUCTION; FINAL AGREEMENT**

This agreement shall not be construed as a "third-party beneficiary contract." There are no verbal or other agreements which may modify or affect this easement agreement, except as set forth on the Road Maintenance Agreement between the parties hereto and recorded herewith. This agreement is an integrated, complete document and constitutes the entire agreement among the parties. This easement agreement shall be construed according to the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

GRANTOR/GRANTEE BATTISTONI:

\_\_\_\_\_  
JOEL C. BATTISTONI  
GRANTOR/GRANTEE  
Owner Tax Lot Number  
02070210010000

\_\_\_\_\_  
\_\_\_\_\_  
BANK

\_\_\_\_\_  
BENFICIARY DEED OF TRUST  
RECORDED AF# \_\_\_\_\_

[Signatures continued on next page]

GRANTOR/GRANTEE HOLLSTROM:

\_\_\_\_\_  
JAN-PHILIP HOLLSTROM  
GRANTOR/GRANTEE  
Owner Tax Lot Numbers  
02070210010100

\_\_\_\_\_  
CORTNEY HOLLSTROM  
GRANTOR/GRANTEE

\_\_\_\_\_  
\_\_\_\_\_  
BANK

\_\_\_\_\_  
BENFICIARY DEED OF TRUST  
RECORDED AF# \_\_\_\_\_

GRANTOR JOHNSON:

\_\_\_\_\_  
BRETT JOHNSON  
GRANTOR/GRANTEE  
Owner Tax Lot Numbers  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
BANK

\_\_\_\_\_  
BENFICIARY DEED OF TRUST  
RECORDED AF# \_\_\_\_\_

[Signatures continued on next page]

GRANTEE CITY:

CITY OF STEVENSON, a Washington Municipal Corporation

\_\_\_\_\_  
By Scott Anderson, its Mayor  
Owner Tax Lot Number  
02070211030000

[Notary acknowledgements appear on following pages]

STATE OF WASHINGTON )  
 )  
County of Skamania )

I certify that I know or have satisfactory evidence that JOEL C. BATTISTONI signed this Easement Road Maintenance Agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the  
State of Washington.  
Commission Expires:\_\_\_\_\_



STATE OF WASHINGTON )

)

County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this Easement Road Maintenance Agreement and acknowledged that they were authorized to sign this document on behalf of \_\_\_\_\_ BANK and \_\_\_\_\_. and that he/she acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the  
State of Washington.

Commission Expires:\_\_\_\_\_

STATE OF WASHINGTON )  
 )  
County of Skamania )

I certify that I know or have satisfactory evidence that JAN-PHILIP HOLLSTROM and CORTNEY HOLLSTROM signed this Easement Road Maintenance Agreement and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the  
State of Washington.  
Commission Expires:\_\_\_\_\_

STATE OF WASHINGTON )

)  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this Easement Road Maintenance Agreement and acknowledged that they were authorized to sign this document on behalf of \_\_\_\_\_ BANK and \_\_\_\_\_. and that he/she acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the  
State of Washington.

Commission Expires:\_\_\_\_\_

STATE OF WASHINGTON )  
 )  
County of Skamania )

I certify that I know or have satisfactory evidence that Scott Anderson signed this Easement Road Maintenance Agreement and acknowledged that he was authorized as its Mayor to sign this document on behalf of CITY OF STEVENSON and that he acknowledged it to be the free and voluntary act of said agency for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, in and for the  
State of Washington.  
Commission Expires:\_\_\_\_\_