



RETURN ADDRESS

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105 West Third Avenue
Spokane WA 99201

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Document Title(s)

Maintenance Agreement for Private Road
20334042-4

Reference Number(s) of Related Documents

Grantor(s) (Last Name, First & Middle Initial)

Overlook LLC

Grantee(s) (Last Name, First & Middle Initial)

Property Owners
The Public

Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

Lots 1-6, Block 1, Overlook Heights PUD

Assessor's Tax Parcel ID Number: 34062, 1501, 1502, 1503, 1504 & 1505

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

**MAINTENANCE AGREEMENT FOR
PRIVATE ROAD**

An Agreement made this 29th day of November 2007 by and between Overlook, LLC, and it's successor and assigns

Recitals

WHEREAS, Overlook, LLC is the owner of property situated in Spokane State of Washington commonly known as OverLook Heights, PUD and legally described as follows:

Lots 1 through 6 in Block 1 of Overlook Heights, a Planned Unit Development as per plat thereof recorded in Volume 27 of Plats, Pages 71 and 72; Situate in the City of Spokane, County of Spokane, State of Washington

WHEREAS, the parties hereto own adjoining property and have the right of enjoyment of a private road for purposes of ingress and egress which is legally described as follows:

See attached Exhibit A which is incorporated herein by this reference

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to the private road herein described.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Road Maintenance.** Road maintenance and road improvements will be incurred whenever necessary to maintain the road in top operating condition at all times and to insure the provision of safe access by emergency vehicles. All road maintenance and road improvements shall be performed in accordance with the standards set forth in any applicable Spokane County ordinances, as well as any other applicable statutes and ordinances. A majority of all parcel owners is required for any road improvements and to accept the bid of any road improvement contractor.
2. **Maintenance and Improvements Costs.** Road maintenance and improvement costs (other than the initial construction costs) shall be shared equally between the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Total maintenance or improvement costs divided by the existing number of parcels sharing access to the private road. The records of the Spokane County Auditor shall be conclusive evidence of the interest of each parcel owner at the time such expense is incurred. When a parcel is being sold on land contract, the land contract vendee shall be deemed the owner of record.

3. **Payment.** Payment of maintenance and improvement costs will be made to the person designated by a majority of the parcel owners as the road commission agent of the private road no later than two weeks from the date they receive a billing or other notification. The designated road commission agent upon receipt of all parcel owners' payment will, in turn, immediately remit payment of the road costs incurred to the respective contractor or vendor. Any person who fails to remit their proportionate share of the costs within the time specified herein shall pay interest on the amount otherwise due at the rate of twelve percent (12%) per annum

4. **Snow Plowing.** The private road shall be snowplowed so as to permit year-round access. The cost shall be shared by the parcel owners except that no parcel owner shall share costs for snow plowing until building improvements have been commenced on the parcel.

5. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.

6. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

7. **Recording and Filing.** A copy of this Agreement shall be recorded with the Spokane County Auditor

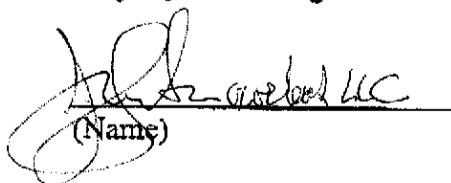
9. **Amendment.** This agreement may only be amended by the unanimous consent of all parcel owners. No amendment shall be effective until it has been reviewed and determined to be in compliance with all applicable ordinances of the Spokane County.

10. **Enforcement.** This Agreement may be enforced by any property owner. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs if the prevailing party.

11 **Miscellaneous.** If a parcel is owned by more than one person, all of the owners of a Parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement and will be entitled to only one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

The parties have executed this Agreement on the day and year first above written.

Property Owner Signature



(Name)

Property Owner Signature

(Name)

STATE OF WASHINGTON)
) ss.
County of Spokane)

On November 30, 2007, before me a Notary Public, in and for said County, personally appeared Joseph K. Mikok and _____, to me known to be the same persons described in and who executed the within instrument, who have acknowledged the same to be their free act and deed.


Notary Public,
Spokane County, Washington
My Comm. Expires: 9/3/09
Acting in County of Spokane

SHAWN L. BURDETTE
STATE OF WASHINGTON
NOTARY — • — PUBLIC
MY COMMISSION EXPIRES 09/03/09