

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 6th day of May, 1987, for the purpose of establishing a policy and procedure for maintenance of all private roads common to several parcels of property described herein and between the owners of record, hereinafter referred to as 'landowners', of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

That portion of the West Half Southwest Quarter Northwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 23, Township Three North, Range Ten East, W.M., more specifically described as: LOT Numbers 4,5,8,9,10,11,12,13,14 & 15 of the TOWN OF UNDERWOOD, as shown in Book "A" of Plats at Page 14, Book 1 of Surveys at Page 235 and in Book 2 of Surveys at Page 259, records of said County.

The landowners agree to provide for the maintenance of all private roads common to the above-described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE

1. That all roads designated a private road as defined in Skamania County Code Chapter 12.03 shall be maintained in a satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the 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.

B. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road before leaving said road to enter the boundaries of the landowners own property, provided, however, that any landowner utilizing their land for their principal place of residence shall contribute twice what their proportion would be based on distance travelled as described herein. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined on an annual basis by the landowners.

C. METHOD OF COLLECTION

The landowners shall establish an account at a reputable bank or financial institution designated as the Weather Rock Road Maintenance Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. 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.

D. DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance on a private road, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials by the landowner designated as Treasurer.

E. NON-PAYMENT OF COSTS - REMEDIES

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$1.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney's fees and costs expended in such action.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

F. 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.

G. PROTECTIVE COVENANT

The 'Weather Rock', located within the right-of-way of Weather Rock Road and lying between Lot 8 and Lot 9 of the said TOWN OF UNDERWOOD, is hereby protected from removal and/or partial destruction indefinitely.

H. SEVERABILITY

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

LOT NUMBER 4

LOT NUMBER 8

LOT NUMBER 10

LOT NUMBER 12

LOT NUMBER 5

LOT NUMBER 9

LOT NUMBER 11

LOT NUMBER 13

BOOK 105 PAGE 160

LOT NUMBER 14

LOT NUMBER 15

STATE OF WASHINGTON
County of Klickitat

ELVA BAKER

Elva Baker

I certify that I know or have satisfactory evidence that Elva Baker
signed this instrument and acknowledged it to be
her free and voluntary act for the uses and purposes mentioned in the
instrument.

Dated: 6 May 1987

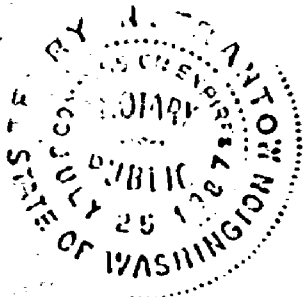
Notary Public

Jerry Wharton

Notary Public

Title

My appointment expires: July 25, 1987



STATE OF WASHINGTON
County of _____

I certify that I know or have satisfactory evidence that _____
signed this instrument and acknowledged it to be
_____ free and voluntary act for the uses and purposes mentioned in the
instrument.

Dated: _____

Notary Public

Title

My appointment expires: _____

FILED FOR RECORD
SEANAM CO. WASH
BY Jerry Wharton
MAY 14 12 13 PM '87
GARY M. OLSON
AUDITOR

Registered	<u>E</u>
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