

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 5 day of APRIL, 1989, 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 location in Skamania County, Washington and more particularly described as:

Lot 1 of the Arthur Strode short plat as shown on the map thereof recorded in Book 3 of SHORT PLATS at Page 140, records of said County;

Lot 2 of the Arthur Strode short plat as shown on the map thereof recorded in Book 3 of SHORT PLATS at Page 140, records of said County;

Lot 3 of the Arthur Strode short plat as shown on the map thereof recorded in Book 3 of SHORT PLATS at Page 140, records of said County;

Lot 4 of the Arthur Strode short plat as shown on the map thereof recorded in Book 3 of SHORT PLATS at Page 140, records of said County;

ALL WITHIN a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, T3N, R8E, W.M., Skamania County, Washington.

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 as satisfactory and useable 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

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SKAMANIA CO. WASH
BY ANNING DEPL

APR 25 10 34 AM '89

cl. Duo. 12p.
AUD. FOR
GARY M. OLSON

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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 Archer Mountain 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 attorneys 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. SEVERABILITY.

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

PARCEL NO. 1
Art Strod
Landowner

Landowner

PARCEL No. 3
Art Strod
Landowner

Eather L Strod
Landowner

STATE OF WASHINGTON)

County of Strom

PARCEL NO. 2
Art Strod
Landowner

Landowner

Parcel No. 4
Art Strod
Landowner

Eather L Strod
Landowner

On this 9th day of April, 1989, personally appeared before me Art Strod, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 9th day of April, 1989.

Shirley M Day
Notary Public in and for the
State of Washington, residing
at North Bonneville

STATE OF WASHINGTON)

County of _____)

On this _____ day of _____, 198____, personally appeared before me _____, to me known to be the individual described in and who executed the within instrument and acknowledged that _____ signed the same as _____ free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 198____.

Notary Public in and for the
State of Washington, residing
at _____