

FILED FOR RECORD  
SKAMANIA CO. WASH

BY *Norman R. Ballou*

JUN 7 4 26 PM '89

*E. 7114/12*

PRIVATE ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into this 2<sup>nd</sup> day of June, 1989,  
by and between WALLACE LEROY NEWMAN, hereinafter referred to as  
"Newman", and NORMAN R. BALLOU, hereinafter referred to as  
"Ballou", WITNESSETH:

WHEREAS, Newman is the owner of Lots 1 and 2 of the Newman-  
Short Plat in Part NW 1/4 NE 1/4 S. 29, T3N, R8 E.W.M. as pre-  
pared by T.N. Trantow Surveying, P.L.S. and dated April, 1989,  
and

WHEREAS, Ballou is the owner of Tax Lot #802 lying within  
said Newman Short Plat adjacent to Newman's Lots 1 and 2; now,  
therefore

THE PARTIES HERETO AGREE that the existing gravel road now  
servicing the aforescribed lots, as that road is shown on  
said Newman Short Plat, shall be maintained by the parties in its  
existing condition, at its existing location, in the following  
manner:

1. Newman agrees to pay not more than One Hundred Dollars  
(\$100.00) per year and Ballou agrees to pay the sum of not more  
than One Hundred Dollars (\$100.00) per year, all of said monies  
to be used to surface said roadway with rock, or to grade said  
roadway, or both.

2. In the event one of the parties expends funds in the  
amount set out above for the maintenance of said roadway in any  
one year and the other party refuses to contribute his share of  
said funds, the party expending said funds shall have a lien a-  
gainst the other party's land for the amount which the non-  
contributing party is responsible for pursuant to this agreement.

3. If expenditures for the maintenance of the roadway are  
made in excess of Two Hundred Dollars (\$200.00) per year, the

party making such expenditure shall only have a right of contribution but no lien rights shall attach and the right of contribution shall only exist if the party making said expenditure first obtained an opinion from a registered engineer that such expenditure was necessary and then shall have requested the other party to contribute to said expenditure.

THE PARTIES FURTHER AGREE that neither shall exceed a speed of ten (10) miles per hour while travelling this roadway and that this roadway is for the purposes of accessing Newman's Lot 2 and Ballou's Tax Lot #802 as shown on said Newman Short Plat only.

IT IS FURTHER AGREED BY THE PARTIES HERETO that all of the covenants contained herein shall be covenants that run with the land and that none of the benefits created herein shall be personal to the individuals but shall rather be for the benefit of the owners of said lots, their successors and assigns.

Dated this 2<sup>nd</sup> day of June, 1989.

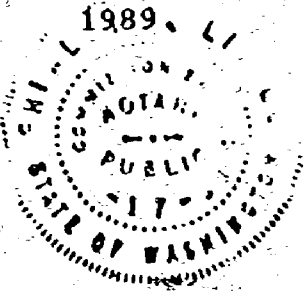
Wallace Leroy Newman  
WALLACE LEROY NEWMAN

Norman R. Ballou  
NORMAN R. BALLOU

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me WALLACE LEROY NEWMAN and NORMAN R. BALLOU, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2<sup>nd</sup> day of June, 1989.



Shirley A. Harris  
Notary Public in and for the State  
of Washington, residing at Steven-  
son. Commission expires 8-17-91