

FILED FOR RECORD
SKAMMIA CO. WASH
BY *Planning Dept*

ROAD MAINTENANCE AGREEMENT

SEP 23 11 52 AM '93

OF

P. Harvey
AUDITOR

GARY M. OLSON

COUNTY LINE TRACTS

117441

BOOK 138 PAGE 296

WHEREAS, the parties hereto desire to enter into this written Road Maintenance Agreement to establish and provide for their respective obligations with respect to maintenance and repair of said private road,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. **GOOD FAITH COOPERATION:** The parties hereto agree to cooperate with each other in good faith to keep said road in a reasonable state of repair in accordance with the provisions of this agreement.

Section 2. **DETERMINATION TO MAKE REPAIRS TO SAID ROAD:** Any party whose land is served by said road may determine to make repairs to said road. Any party deeming such repair necessary or desirable may propose such repair to the other parties. Such proposal shall describe the work proposed, the estimated cost thereof and the name of the owner or owners, who shall be in charge causing said work to be completed, collecting the funds to pay for said work and the actual payment of same. Such proposal shall be in writing and delivered or mailed to the other parties.

Section 3. **ALLOCATION OF COST:**

3.1 Should a majority of owners approve of the proposed repairs or maintenance, such repairs or maintenance shall be accomplished and the cost thereof shall be shared among the parties based upon the following factor shares for each parcel as set forth on said Exhibit "A" attached

Registered	<i>1</i>
Indexed, Dir	<i>1</i>
Indirect	<i>1</i>
Filmed	
Mailed	

herelo and more particularly designated as follows:

Parcel One 3.5 x

Parcel Four 6.0 x

Parcel Two 4.0 x

Parcel Five 6.0 x

Parcel Three 4.0 x

These factors are based on a total of 5 parcels and the common road to the edge of the parcels. In the event of the subdivision of an existing parcel, the factor of cost originally allotted to the parcel shall be borne by the units of the subdivided parcel.

3.2 Parcels ONE and TWO will share equally on their One hundred Fifty Feet unless they decide differently.

3.3 Owners will not be charged their factors who have not built on their property (if access not abused) for a period of three (3) years from date of their Real Estate Contract or deed.

Section 4. COLLECTING COSTS OF REPAIRS: Assessments for cost of repairs shall be due and payable by the Owners within thirty (30) days of the mailing of notice of same. In the event an Owner does not pay an assessment when due, it shall bear interest at twelve (12%) percent per annum until paid in full. After the due date, such assessment shall automatically become a lien upon the respective assessed parcel, and shall remain a lien until fully paid, including interest due thereon and any legal fees and cost of suit incurred by the parties as provided in Section 2 hereof in collecting same.

Section 5. OWNER'S RIGHT TO REIMBURSEMENT: No Owner shall have a right to reimbursement for expenses incurred for maintenance and/or repair of said road in excess of \$100.00, unless, prior to incurring such expenses, said Owner obtained approval for such expenses from the

other members in a manner authorized by this agreement.

Section 6: ARBITRATION: In the event the Owners are unable to agree as to any matter covered by this agreement, including specifically, but not limited to, the determination to make repairs to said road and the cost of such repairs, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of the Clark County Superior Court upon the request of the majority of the Owners bound by this agreement. The decision of the arbitrator shall be binding and final and not subject to appeal. The cost of such arbitration shall be shared equally by all Owners bound by this agreement. The decision of the arbitrator may be enforced by any Owner in any court of competent jurisdiction in Clark County, Washington, and the prevailing party shall be entitled to recover all costs in connection therewith, including reasonable attorneys' fees, in an amount to be set by the Court.

Section 7. DURATION OF AGREEMENT: This Maintenance Agreement shall remain in effect until such time as the roadway is improved to meet the standards of local government authorities, and is accepted by said local government authorities for maintenance.

Section 8. AMENDING AGREEMENT: This Maintenance Agreement may be modified by the Owners of two-thirds (2/3rds) of the property served by said road. Any modification shall be evidenced by a suitable written instrument filed for public records, which shall refer to this instrument by date and the Clark County Auditor's receiving number printed thereon. Said modification shall not be effective and binding on the property owners until recorded in the office of the Auditor for Clark County, Washington.

Section 9. COVENANT RUNNING WITH THE LAND: The covenants and agreements expressed herein shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors in the title to the land heretofore described, or to any portion thereof.

Section 10. PUD AND TELEPHONE COSTS: Each parcel shall be responsible for the same costs or x factors in regard to PUD and telephone costs.

Section 11. ADDITIONAL ROADWAYS PROHIBITED: No portion of any parcel may be used as a roadway or means of access to any property not included within the real estate herinbefore described without first receiving the written consent of the majority of the other property owners.

x Ray Michael Banta
x Sharon A. James
x Jim L. Carroll

STATE OF WASHINGTON)
County of Clark) ss.

I hereby certify that I know or have satisfactory evidence that Dan, Michael Reinhardt, Sharon James, Jim L Carroll is the person(s) who appear before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/5/93

KATHLEEN HADLEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 22, 1995

Kathleen Hadley
Notary Public in and for the
State of Washington
residing at Camas

My appointment expires: 4/22/95

Unofficial Copy