

120733

## ROAD MAINTENANCE AGREEMENT

BOOK 146 PAGE 245

This agreement made this 1st. day of June, 1994, 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:

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

OCT 4 4 37 PM '94

*G. Sperry*  
AUDITOR  
GARY M. OLSON

SEWARD ROAD.  
SEWARD Short Plat.  
Skamania County, Washington

Book, 3 Page, 249.

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 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 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 equally among all landowners served by said private road, regardless of lot size.

C. METHOD OF COLLECTION.

The landowners shall establish a "Road Maintenance" account at a reputable bank or financial institution for the deposit and disbursement of all funds regarding road maintenance. 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

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Indirect ☒  
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a Treasurer among themselves 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 (30) days of billing to any provider of road maintenance service or materials by the landowner designated 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 by "suppliers or contractors" in the collection of money owed.

#### 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.

Landowner

*Charles Seward*

Landowner

*Vicki Seward*



Subscribed and sworn to before me  
2<sup>nd</sup> day of July, 1994.

*Lud K. Lawrence*  
my commission expires  
2/5/95