

BY Planning Dept

Nov 20 4 52 PM '95

P. H. Lawry
AUDITOR

GARY H. OLSON

123856

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ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 30 day of OCTOBER, 1995, for the purpose of establishing a policy and procedure for the maintenance of a private road, common to several parcels of property described herein and between the owners of record, hereafter referred to as "landowners," of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

LEIGHTON SHORT PLAT IN NE 1/4, SW 1/4, Sec. 11

TWP 3N R9E
Lots 1, 2, & 3

The landowners agree to provide for the private road common to the above described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE.

(1) That road described as 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 restricts travel on said road, rocking or graveling and grading of the road as the majority of landowners desire, and the provision of trenching along the sides of the said road to provide for surface water run off, where necessary and deemed appropriate by majority of the landowners.

B. METHOD OF ASSESSING COSTS.

(1) Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

(2) All landowners (including, but not limited to, his or her guests, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The

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private road shall be used for the common benefit of all landowners. If one of the landowners (including, but not limited to, his or her guests, employees or agents) inflicts damage to the road, i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of the landowner to pay for the cost of the repairing of the road.

C. METHOD OF COLLECTION AND DISBURSEMENT.

(1) The landowners that are bound by this agreement shall meet at that property on the first of April of each year (or at such time and place as set by majority vote). Each year they shall (1) decide what maintenance and repair work needs to be done the coming year; (2) decide who shall be in charge of arranging for the work to be done; and (3) appoint a treasurer to collect each landowners share and to pay the bills.

(2) Upon agreement of a majority of the landowners to perform maintenance on a private road, funds for the 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,

D. NON-PAYMENT OF COSTS-REMEDIES.

(1) 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 funds 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.

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

E. APPURTENANCE TO THE LAND.

(1) This agreement shall be binding on all heirs, successors, or assigns of any landowner and shall be appurtenant to parcels of land herein described; and no lots served by said private road shall be sold or

transferred without reference on the face of the conveying instrument to the agreement.

F. SEVERABILITY.

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

DATE SIGNED:

LANDOWNERS:

Date: 10-30-95

Norman W. Bargabus
Norman W. Bargabus

Date: 10-30-95

Verda F. Bargabus
Verda F. Bargabus

Date: 10-24-95

Arden Jhanson
Arden Jhanson

Date: 10-24-95

Patricia Jhanson
Patricia Jhanson

Date: 10-20-95

Harry Anderson
Harry Anderson

Date: 10/20/95

Doris Anderson
Doris Anderson

STATE OF WASHINGTON)
County of Klickitat)

ss.

I certify that I know or have satisfactory evidence that Norman W. Bargabus is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act.

Date: October 30, 1995

Judy A. Fink
Notary Public
My Commission Expires: 1-25-98



STATE OF WASHINGTON)
) ss.
 County of Klickitat)

I certify that I know or have satisfactory evidence that Verda F. Bargabus is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act.

Date: October 30, 1995

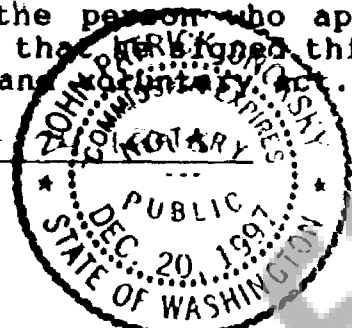
Judy A. Sink
 Notary Public
 My Commission Expires: 12-25-98



STATE OF WASHINGTON)
) ss.
 County of King)

I certify that I know or have satisfactory evidence that Arden Jhanson is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act.

Date: October 20, 1997

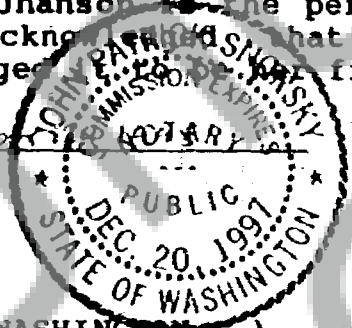


John Patrick Shosley
 Notary Public
 My Commission Expires: 12-20-97

STATE OF WASHINGTON)
) ss.
 County of King)

I certify that I know or have satisfactory evidence that Patricia Jhanson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act.

Date: October 20, 1997



John Patrick Shosley
 Notary Public
 My Commission Expires: 12-20-97

STATE OF WASHINGTON)
) ss.
 County of Skaagit)

I certify that I know or have satisfactory evidence that Harry Anderson is the person who appeared before me, and said person

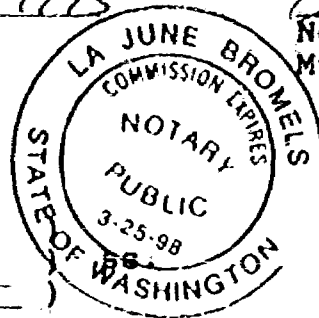
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acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act.

Date: Oct 20th 1995

La June Bromels
Notary Public

My Commission Expires: 3-25-98



STATE OF WASHINGTON

County of Skagit

I certify that I know or have satisfactory evidence that Doris Anderson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act.

Date: Oct 20th 1995

La June Bromels
Notary Public

My Commission Expires: 3-25-98

