

126309

## ROAD MAINTENANCE AGREEMENT

BOOK 159 PAGE 722

THIS AGREEMENT made this 15<sup>TH</sup> day of AUGUST, 1996, for the purpose of establishing a policy and procedure for the 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:

RANCHO DEL ORO  
SW ¼ SECTION 25, T3N, R7E, WM.  
LOTS 1-4

The landowners agree to provide for the maintenance of all private roads common to above described real property as follows:

## A. TYPE AND FREQUENCY OF MAINTENANCE

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 of the road as the landowners unanimously desire, and the provision of trenching along the sides of the said road to provide for surface water to 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 fund for the maintenance of the road. Each landowner shall contribute to this fund 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 funds.

## 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 fund for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the 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 such action.

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

Signed \_\_\_\_\_  
Indexed, Lir ✓  
Indirect ✓  
Filed \_\_\_\_\_  
Dated \_\_\_\_\_

F. USAGE

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 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 deliveries in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.

G. 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.

H. ROAD EXPANSION

If at a future date the road is expanded, the owners of all future lots shall be required to pay an equal share of the maintenance costs.

I. SEVERABILITY

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

*Russ Gaynor*

Landowner

\_\_\_\_\_ Landowner

\_\_\_\_\_ Landowner

\_\_\_\_\_ Landowner

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept

SEP 27 12 17 PM '96

*P. Lowry*  
AUDITOR  
GARY M. OLSON

On this 15th day of August, 1996, personally appeared before me Russ Gaynor, who signed the above as his free and voluntary act and deed for intended purposes.

*Julie M. Mathany*  
Julie M. Mathany, Notary Public  
in and for the State of Washington,  
residing at Carson, WA 98610.

