

126867

ROAD MAINTENANCE AGREEMENT

BOOK 161 PAGE 210

THIS AGREEMENT made this 29th day of November, 1994, for the purpose of establishing a policy and procedure for maintenance of a common road to two (2) parcels of property described hereinbelow, 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:

Lots 1 and 2 of the WM. BARBUR short plat located in NW 1/4 NW 1/4 Sec. 11 T.1N., R.5E, W.M., Skamania County, State of Washington.

The landowners agree to provide for the maintenance of said private road common to the 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 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 an account at a reputable bank or financial institution. Said account shall be used for deposit and disbursement of all funds for the maintenance of the private road. 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 a treasurer among them 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 thirty (30) days of billing to any provider of road maintenance service or materials by the landowner designated as treasurer.

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Taxed, 1/1
Direct
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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.

F. APPURTENANCE TO THE LAND. This agreement shall be bind 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.

LANDOWNERS:

Elizabeth J. Mapelli
Elizabeth J. Mapelli, as Trustee for the Elizabeth J. Mapelli Trust dated June 1, 1994 or as amended, as joint tenant with right of survivorship as to Lot 1

Sara Mapelli
Sara Mapelli, as joint tenant with right of survivorship as to Lot 1

Carol Pinnell
Carol Pinnell, an unmarried person as to a one-half interest in Lot 2

Brigit Pinnell
Brigit Pinnell, as to a one-quarter interest in Lot 2

Andree Pinnell
Andre' Pinnell, as to a one-quarter interest in Lot 2

FILED FOR RECORD
SKAMANIA CO. WASH
BY Liz Mapelli

DEC 9 12 14 PM '96
P. Lawry
AUDITOR
GARY H. OLSON