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O. Lowry
AUDITOR
GARY H. OLSON

RETURN ADDRESS:

Timothy N. Latimer
102 Latimer Rd
Carson WA 98610

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maint agreement
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Latimer, Ricky
 2. Latimer, Timothy
 3. Latimer, Thomas
 4. Vancamp, (Smiley)
- ☐ Additional Names on page ____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

- 1.
 2. General Public, The
 - 3.
 - 4.
- ☐ Additional Names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lots 1, 2 & 3 of the Cedar Creek Subdiv Plat

☐ Complete legal on page ____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page ____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- ☐ Property Tax Parcel ID is not yet assigned.
☐ Additional parcel #'s on page ____ of document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

By _____
Auditor/Recorder
Date _____
By _____
Staff
Date _____

ROAD MAINTENANCE AGREEMENT FOR LATIMER ROAD (PRIVATE)

1. APPURTENANCE TO THE LAND:

This agreement shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.

A. Each lot owner shall be entitled to one (1) vote.

2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:

The said lot owners are responsible for the maintenance of Latimer Road (private) and the parties agree that Latimer Road will be maintained in passable condition under all traffic and weather conditions.

A. All lots using Latimer Road (private) for access to their property will share equally in the costs for maintenance, repair and/or restoration of the private road, regardless of lot size. If any lot is further divided and use Latimer Road for access, the new lots will pay their equal share.

B. 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.

C. An annual meeting shall be held in March of each year at the property (or at such time and place as set by majority vote). Each year the landowners shall:

(1) decide what maintenance, repair and/or restoration work needs to be done the coming year;

(2) decide who shall be designated to serve as Treasurer (must be a landowner) to collect and administer the funds;

(3) decide who shall be in charge of arranging for the work to be done (must be a landowner).

C. A fund shall be established for the maintenance, repair and/or restoration of the road. Each landowner served by Latimer Road (Private) shall contribute to this fund on such dates as the majority of the landowners may decide upon at the annual meeting, but in any event, no less often than annually.

D. Funds for the maintenance, repair and/or restoration of the road shall be disbursed within thirty (30) days of billing to any provider of road maintenance, repair and/or restoration service or materials by the landowner designated as Treasurer.

E. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs of the road in excess of \$100.00 in any calendar year without having obtained the written approval for such expense from the other adult owners of property bound by this agreement.

F. If the road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at its own expense.

3. 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:

A. Contribute a late penalty of \$1.00 per day to the road maintenance fund for each day of delinquency;

B. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

C. 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;

D. 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.

4. DISPUTE RESOLUTION:

In the event the parties are unable to agree as to any matter covered by this agreement including specifically but not limited to the necessity for road repair work or road maintenance work, 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 Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

5. SEVERABILITY:

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

Rickey D. Tate, Landowner

On this 11 day of oct, 1996, personally appeared before me Rickey D. Tate, ~~husband and wife~~, who signed the above as ~~their~~ his free and voluntary act and deed for intended purposes.



Zella N. Gustafson
Notary Public in and for the State
of Colorado, residing
at Adams, Co.
6-23-2000 exp

Debra Van Camp, Landowner

On this 30th day of September, 1996, personally appeared before me Debra Van Camp, ~~husband and wife~~, who signed the above as ~~their~~ her free and voluntary act and deed for intended purposes.

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry
Notary Public in and for the State
of Washington, residing at
Carson, WA

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Thomas W. Latimer

, Landowner

On this 30th day of September, 1996, personally appeared
before me Thomas W. Latimer,
~~husband and wife~~, who signed the above as ~~their~~ free and
voluntary act and deed for intended purposes. her

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry
Notary Public in and for the State
of Washington, residing at
Carson, WA

Timothy N. Latimer

, Landowner

On this 2nd day of October, 1996, personally appeared
before me Timothy N. Latimer,
~~husband and wife~~, who signed the above as ~~their~~ free and
voluntary act and deed for intended purposes. his

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry
Notary Public in and for the State
of Washington, residing at
Carson, WA