

128870

BOOK 167 PAGE 918

FILED FOR RECORD  
SKAMMIA CO. WASH  
BY Planning Dept

AUG 5 4 48 PM '97

GARY M. OLSON  
AUDITOR

RETURN ADDRESS:

Bill Carter  
PO Box 674  
Carson WA 98610

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance Agreement
- 2.
- 3.
- 4.

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

1. Bill Carter
- 2.
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

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

1. Terry Mark SP
2. Garrett Anthony SP
- 3.
- 4.

☐ Additional Names on page \_\_\_\_\_ of document.

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

Section 17, T3N, R8E W. 4.

☐ Complete legal on page 3, 4 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

Book 3 page 305 of Terry Mark SP  
Book 3 page 306 of Garrett Anthony SP  
☐ Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

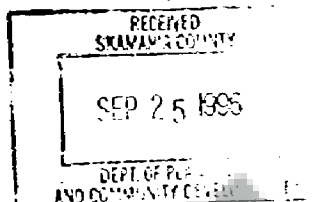
5-8-17-3-1406, 1460

☐ 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.

ROAD MAINTENANCE AGREEMENT



THIS AGREEMENT made this 25 day of Aug, 1996 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 records, hereinafter referred to as "landowners", of the following described parcels of real property located in Skamania County, Washington and more particularly described as: 30

SEE ATTACHED EXHIBIT "A" 30

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 side of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B(2) 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 designated as Riverview Savings, Stevenson Account for the deposit and disbursement of all funds for the maintenance of the 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.

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 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 in the collection of money owed, either before or after suit is filed.

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.

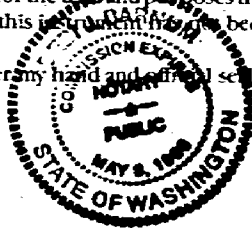
If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

Landowner  
*Bill B. Coates for Jimmy V. Coates*  
*as his attorney in fact*  
 Landowner

STATE OF WASHINGTON  
 County of SKAMANIA

On this 25th day of SEPTEMBER, 1996, before me personally appeared *BILL B. COATES* to me known to be the individual who executed the foregoing instrument as Attorney in Fact for *JIMMY V. COATES* and acknowledged that he signed the same as *HIS* free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

GIVEN under my hand and official seal the day and year last above written.



*DEBI J. BARNUM*  
 Notary Public in and for the State of Washington,  
 residing at *UMAS*

ACKNOWLEDGMENT - ATTORNEY IN FACT  
 FIRST AMERICAN TITLE COMPANY  
 WA-47

My appointment expires *MAY 6, 1998*

BOOK 167 PAGE 921

ATTACHMENT  
EXHIBIT "A"  
*Mark*  
TERRY ~~COATES~~ SHORT PLAT

LEGAL DESCRIPTION (TOTAL)

PARCEL 1

LOT 1, COATES SHORT PLAT, BOOK 3, PAGE 7

PARCEL 2 (BOUNDARY LINE ADJUSTMENT DEED)

A PARCEL OF LAND IN THE N1/2 OF THE SW1/4 OF THE SW1/4  
OF SECTION 17, T3N, R8E, WM,  
DESCRIBED AS FOLLOWS: BOOK 165, PAGE 885 OF DEEDS



BOOK 167 PAGE 922

ATTACHMENT<sup>B</sup>  
EXHIBIT<sup>B</sup>  
ANTHONY  
GARRETT ~~COATES~~ SHORT PLAT

LEGAL DESCRIPTION

THE N1/2 OF THE SE1/4 OF THE SW1/4 OF SECTION 17, T3N, R8E, WM.

EXCEPT:

COATES SHORT PLAT, BOOK 3, PAGE 7  
VADA COATES SHORT PLAT, BOOK 3, PAGE 102  
BILL COATES SHORT PLAT, BOOK 3, PAGE 250

AND EXCEPT THE FOLLOWING PARCEL:  
BOOK 165, PAGE 885 OF DEEDS.