

128887

Gary and Gwen Curtis  
81 Stephanie Lane  
Washougal, WA 98671

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FILED FOR RECORD  
SKAMANIA CO. WASH.

*B. Gary & Gwen Curtis*

AUG 6 4 33 PM '97

*J. Bartlett*

AUDITOR  
GARY M. OLSON

### ROAD MAINTENANCE AGREEMENT FOR PANDA ROAD (PRIVATE)

Grantors: Gary and Gwen Curtis etal ( additional grantors on pages \_\_\_\_\_ )  
Grantee: Panda Road

The Northeast quarter of the Southwest quarter of the Northeast quarter of Section 30,  
Township 2 North, Range 5 East of the Willamette Meridian, Skamania county, Washington.  
Parcel: 02-05-30-0-1305-00 ( additional tax lots on pages 3 )

1. All lots using Panda Road for access to their property will share equally in the maintenance of the private road. If any lot is further divided, the new lot owner will pay their equal share. 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 within such platted areas as if set forth in full in such transfers and conveyances.
2. The said lot owners are responsible for the maintenance of Panda Road and the parties agree that Panda Road will be maintained in good, passable condition under all traffic and weather conditions. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all landowners served by said private road.
3. 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 his own expense.
4. Road maintenance can be performed on any section of the road when a majority of the voting members agree to do such improvements. Three written bids for improvements must be submitted to the lot owners. When a majority of the voting members agree upon a contractor, and when all of the funds are collected, the improvements may then be executed. Each lot owner shall be entitled to one (1) vote. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid. Said lot owners by a majority vote may elect a president and secretary who may collect such assessments as the association has agreed upon. All landowners will meet at least twice a year, once in March and once in September to discuss repairs and maintenance needed for Panda Road.

*[Handwritten signature]*  
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\_\_\_\_\_  
\_\_\_\_\_

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5. The said lot owners shall be responsible for contributing \$10.00 a month (due the first day of each month) for road maintenance and repairs unless there is another agreement established in writing with which the majority of the voting members agree upon.

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

7. 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 or 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 the connection with this, including reasonable attorneys' fees in an amount to be set by the court.

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SIGNATURE PAGE FOR PANDA ROAD MAINTENANCE AGREEMENT

Larry W. Curtis Landowner

Gwendolyn L. Curtis Landowner

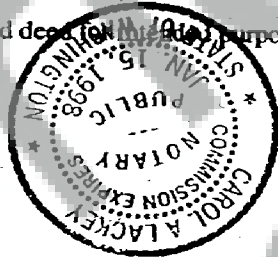
02 05 30 00 1305 00 and 02 05 30 00 1108 00 Tax lot number

On June 10, 1997, personally appeared before me Burny W. Curtis

& Gwen Curtis (Landowner),

who signed the above road maintenance agreement for Panda Road as their free and voluntary

act and deed for their own purposes.



Carol A. Lackey  
Notary Public  
My Commission Expires 01-15-98