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BOOK 169 PAGE 230

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SEP 22 2 47 PM '97

G. Laury
AUDITOR
GARY H. OLSON

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. Moreno, Malcolm E. etux 2. 3. 4. [] Additional Names on page ____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Moreno Short Plat 2. 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 Moreno Short Plat recorded in Book 3 of Short Plats on Page 304 [] Complete legal on page 1 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Vol 3 of Short Plats at Page 304 [] Additional numbers on page ____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	<i>See Below</i> ✓
Parent Parcel 01-05-05-0-1000-00	Parent, Direct ✓
[] Property Tax Parcel ID is not yet assigned.	Indirect ✓
[] Additional parcel #'s on page ____ of document.	Filled ✓
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 21st day of May, 1997, for the purpose of establishing a policy and procedure for maintenance of Moreno Drive, private road common to the parcels of property described herein and between the owners of record, hereinafter referred to as "Owners", of the following described parcels or real property located in Skamania County, Washington and described as:

Lots 1, 2 & 3 of the MORENO SHORT PLAT within a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 5, Township 1 North, Range 5 East, W. M. Skamania County, Washington as shown on the map thereof recorded in Book 3, Page 304 of Short Plats, records of Skamania County.

Parent Parcel No.: 01-05-05-0-0-1000-00

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.

That all roads designated as private road shall be maintained in as satisfactory and useable 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 designated as Moreno Drive Maintenance Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowners shall contribute to the 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 landowners 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 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.

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.

Malcolm E. Moreno, Malcolm E. Moreno

Ruth E. Moreno, Ruth E. Moreno

State of Oregon

County of Washington

May 21, 1997

On this day personally appeared before me Malcolm E. Moreno and Ruth E. Moreno to me known to be the individual(s) described in and who executed the within and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

Before me Caroline Salsbery
Notary Public for Oregon
My Commission Expires: 10/26/00

