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Return Address:

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Washougal, WA 98671

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SKAMIA CO. WASH
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AUDITOR
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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. Collins, Jack D et ux	
2.	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Public the	
2. South Fork Road	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	DATE ASSIGNED <input checked="" type="checkbox"/>
1-5-8-100 & 104	DATE RELEASED <input checked="" type="checkbox"/>
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	DATE <input type="checkbox"/>
<input type="checkbox"/> Additional parcel #'s on page _____ of document.	DATE <input type="checkbox"/>
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.	

JACK D. COLLINS
601 STRUNK RD.
WASHOUGAL, WA. 98671

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ROAD MAINTENANCE AGREEMENT FOR SOUTH FORK ROAD (PRIVATE)

Located in Skamania County and described as: Lot No. 3 of JACK COLLINS SHORT PLAT, parcel number 01-05-08-0-0-0104-00, also parcel number 01-05-08-0-0-0100-00.

1. All landowners using South Fork Rd. (private) for access to their property will share equally in the maintenance of the private road. If any lot is further divided, the new lots will pay their equal share. This agreement shall run with 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.
2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:
The said landowners are responsible for the maintenance of South Fork Road (private) and the parties agree that South Fork Road will be maintained in good, passable condition under all traffic and/or 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. 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.
4. If the road is substantially damaged by activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage at his own expense.
5. 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

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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.

6. Road maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements. Each landowner as stipulated in Item 1 shall be entitled to one (1) vote.

Signed and sealed by property owners, Skamania County, Washington.

Jack D. Collins
Loma B. Collins