

129904

BOOK 171 PAGE 357

FILED FOR RECORD
SKAMIA CO. WASH
BY *Planning Dept.*

DEC 3 9 27 AM '97

G. Lowry
AUDITOR
GARY H. OLSON

Filed for Record at request of:

RUSSELL D. GAYNOR
P.O. Box 1176
White Salmon, WA 98672

Assessor's Tax Parcel No.: 03-07-25-4-0-0800-00

Road Maintenance Agreement

THIS AGREEMENT made this 11TH day of July, 1997, for the purpose of establishing a policy and procedure for the maintenance of all private roads common to several parcels of property described herein and between the owners of record, hereinafter referred to as "landowners", of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

ESTATES
KANAKA CREEK/SHORT PLAT
S $\frac{1}{2}$ Section 25 T3N, R7E, WM.
LOTS 1-4

Recorded in Vol 3 Pg 317 of Short plats

The landowners agree to provide for the maintenance of all private roads common to the above described real property, to wit, MILES ROAD and FERN MEADOW ROAD, as follows:

- A. TYPE AND FREQUENCY OF MAINTENANCE. 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 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.
- B. METHOD OF ASSESSING COSTS. Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private roads, regardless of lot size.
- C. METHOD OF COLLECTION. The landowners shall establish a fund for the maintenance of the road. Each landowner shall contribute to this fund 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 funds.
- 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 payment of funds under this agreement for a period of thirty (30) days or more shall contribute a late penalty of \$3.00 per day to the road maintenance fund for each day of delinquency. After ten (10) days written notice to the landowner, any or all 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. USAGE. All landowners (including, but not limited to, his or her guests, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private roads shall be used for common benefit of all landowners. If one of the landowners (including, but not limited to, his or her guests, employees or agents) inflicts damage to the road, I.E. personally or through having deliveries made (such as a truck making deliveries in hot weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.
- G. 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.
- H. ROAD EXPANSION. If at a future date the road is expanded, the owners of all future lots shall be required to pay an equal share of the maintenance costs.
- I. SEVERABILITY. If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

DATED this 11th day of July, 1997.

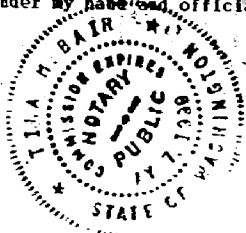
F.E. Hambleton
F.E. HAMBLETON, Landowner

Russell D. Gaynor
RUSSELL D. GAYNOR, Landowner

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me F.E. HAMBLETON and RUSSELL D. GAYNOR, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 11th day of July, 1997.



T. H. Bair
Notary Public for the State of Washington
Residing at *Wahpenah*
My commission expires *May 7, 1999*