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BOOK 164 PAGE 772

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SKAMANIA CO. WASH  
BY *Planning Dept*

APR 28 12 24 PM '97

*O. Laury*  
AUDITOR  
GARY M. OLSON

RETURN ADDRESS:

Robert D. Quoss  
P.O. Box 587  
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. Robert D. Quoss
- 2.
- 3.
- 4.

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

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

1. ~~Skamania~~ The Public
- 2.
- 3.
- 4.

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

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

Section 36, T3N, R7E W.M.  
Section 36, T3N, R7SE W.M.

☐ Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) OF Documents assigned or released:

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

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-7-36-1-600 and 3-7-36-2-2100

☐ 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.

SEARCHED ☒  
INDEXED ☒  
SERIALIZED ☒  
FILED ☒

### ROAD MAINTENANCE AGREEMENT

Robert Quoss Short Plat Recorded in Book 3 at Page 296

This agreement made this 24 day of June, 1996 for the purpose of establishing a policy and procedure for maintenance of a private road that will be common access 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:

The Quoss short plat Legal # 03-07-36-1-0-0600-00 Lots 1,2,3,4,  
All landowners using Quoss Road (private) for access to their lot will share equally in the maintenance of the road. If any lot is further divided, the new lots using the road for access will pay their equal share. 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. Agreed that all landowner will be equally responsible that Quoss road will be maintained in good, passable condition under all traffic and weather conditions. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc., that restrict travel on said road. When necessary as well as any trenching or ditching along the sides of said road to provide for surface water runoff as deemed appropriate by all landowners.

2. 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.

3. Road maintenance will be performed on any section of the road when a majority of the voting members (one vote per lot) vote to perform such improvements.

#### B. METHOD OF ASSESSING COSTS

Cost 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 a fund for the maintenance of the road. Each landowner shall contribute to this fund on such dates and in the amount of as is determined by the landowners in majority but no less than annually. The landowners may designate a Treasurer among themselves to administer such funds and make a financial report of said money.

D. DISBURSEMENT OF FUNDS

Up on agreement of a majority of the landowners to perform maintenance on the 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 \$3.00 per day to the road maintenance fund for every day of delinquency. After ten (10) days of 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 cost expended in such a action. The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action under taken 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 assigned 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.

x Robert Quoss  
Landowner— ROBERT QUOSS



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Signature Landowner

Date

Address

City / State

Signature Landowner

Date

Address

City / State

Signature Landowner

Date

Address

City / State

Signature Landowner

Date

Address

City / State

On this 24 day of June 1996, personally appeared before me  
Robert Quoss, who signed the above as their free and voluntary act and deed  
for intended purposes.

Denna Rosh [ DENNA ROSH ], Notary  
Public in and for the the State of Washington residing at Stevenson, Wa. 98648

