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BOOK 173 PAGE 23

FILED FOR RECORD
SKAMMISH, WASH
BY Planning Dept.

When Recorded Return To:

DAVE ROCHA
4242 "L" CIRCLE
WASHOUGAL, WA. 98671

FEB 3 9 32 AM '58
O'Leary
AUDITOR
GARY M. OLSON

ROAD MAINTENANCE AGREEMENT

Southridge Short Plat B-3 P-319

THIS AGREEMENT made on this ____ day of November, 1997, by DAVID ROCHA and CONNIE ROCHA, husband and wife, hereinafter collectively called "Rocha", and JAMES ROBSON, a single person, and LARRY BALDWIN and HELEN BALDWIN, husband and wife, hereinafter collectively called "Robson".

WHEREAS, the parties hereto desire to enter into and abide by a Road Maintenance Agreement for Bear Prairie Road (Private) which is adjacent to property owned by them; and

NOW, THEREFORE, the parties hereby declare that all of the property described herein shall be held, sold and conveyed subject to the following Road Maintenance Agreement, which shall run with the land, be binding upon and inure to the benefit of all parties, their heirs, successors and assigns, having any right, title or interest in the described properties or any part thereof.

ARTICLE I.
Definitions

1. "Owner" shall refer to the record holder of a fee interest, grantors under a Deed of Trust, and contract purchasers who are in possession of a lot or any portion thereof.
2. "Property" shall mean and refer to that certain real property herein described.
3. "Lots" shall mean and refer to any parcel of land of the Property.

ARTICLE II.
Private Road Maintenance

This Road Maintenance is for the purpose of establishing a policy and procedure for maintenance of Bear Prairie Road

ROAD MAINTENANCE AGREEMENT - 1

(Private) common to several parcels of property described in Exhibit "A", as attached hereto, and between the Owners of record, of the following described parcels of real property located in Skamania County, Washington:

Lots 1, 2, 3 and 4 SOUTHRIDGE SHORT PLAT
Lot 1 ROBSON SHORT PLAT

The Owners agree to provide for the maintenance of Bear Prairie Road (Private) common to the above-described real property, as follows:

The roads subject to this Agreement are described as:
BEAR PRAIRIE ROAD (Private)

1. Agreement by Majority. The Owners may agree to provide for the Maintenance of Bear Prairie Road (Private) by a majority of the Owners of the Lots described herein. If so, the Owners agree to abide by and maintain the road as described herein, and/or to amend this Agreement in part or in its entirety.

2. Maintenance. The Owners are responsible for maintaining and repairing the private road described in this Agreement in a satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of potholes and ruts that restrict travel on said roads, rocking or graveling and grading, to provide for trenching along the sides of said roads to provide for surface water runoff, and snow removal, as necessary. The Owners shall maintain the roadway in good condition and shall apportion the expense of maintaining and repairing the roadway between them equally. However, in the event one of the Owners damages the roadway, by their own actions or those of someone hired for their benefit, that Owner shall be responsible for the damages which he or she caused and the repairs necessary to return the roadway to its condition before such damage occurred.

3. Approval of Actions. Maintenance methods, standards and financing shall be in a manner determined by the majority of the Owners of the Lots. Provided, that any and all maintenance and repair actions are taken only after written notice has been given and a reasonable time for response has been made. The Owners are hereby authorized to form an association for the maintenance and repairs of the roadway and shall establish the standards, terms and conditions of the association as they so agree, provided that it meets any State or local statute, law or ordinance.

4. Collection and Lien Rights. All Owners may recover and collect the funds for maintenance and repairs, as the majority so agrees. Any Owner who fails to pay any agreed expenses of the roadway may be liable for any and all costs associated with the collection of the funds, including statutory interest and attorney fees, and may be subject to a lien of the Lot by the other Owners or Association of Lot Owners.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above first written.

DAVE ROCHA
DAVE ROCHA

Connie Rocha
CONNIE ROCHA

James Robson
JAMES ROBSON

Larry Baldwin
LARRY BALDWIN

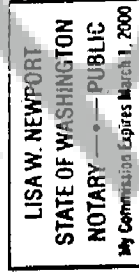
Helen Baldwin
HELEN BALDWIN

STATE OF WASHINGTON)

County of Clark) ss

On this day personally appeared before me, DAVE and CONNIE ROCHA; JAMES ROBSON; LARRY and HELEN BALDWIN, to me known to be the individuals described in and who executed the same, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed this 18th day of November, 1997.



Lisaw Newport
NOTARY PUBLIC for Washington
My Commission expires: 3-1-2000

EXHIBIT "A"

Southridge Short Plat Lots 1, 2, 3 and 4
Legal description for the entire parcel:

The East 20 Acres of the North 3/4 of the Southeast quarter of the Southeast quarter of Section 30, township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to the Catlin Gabel School by instrument recorded in Book 79, Page 68.
ALSO EXCEPT that portion conveyed to Portland Adventist Medical Center by instrument recorded in Book 116, Page 202.

Robson Short Plat Lot 1

Legal description for the entire parcel:

DESCRIPTION:

A Tract of land in the South Half of the Southeast Quarter of Section 30, Township 2 North, Range 5 East, of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Lot 1 of the ROBSON SHORT PLAT recorded in Book 3 of short Plats, Page 292, Skamania County Records.