

132990

BOOK 181 PAGE 818

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SKAMMIA CO. WASH
BY Planning Dept

SEP 30 2 37 PM '58

O'Leary
AUDITOR
GARY H. OLSON

RETURN ADDRESS:

Clifford F. McGuire
1 Underhill Rd
Mill Valley, Ca. 94941

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Road Maintenance agreement
2. Beaudry Dr. to Wind River Hwy.
- 3.
- 4.

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

1. Clifford F. McGuire
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

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

1. McGuire SP
2. Willie's Road
- 3.
- 4.

☐ Additional Names on page _____ of document.

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

Beaudry Dr. is located in The McGuire short plat
W1/2SW 1/4 NE 1/4 in section 29, T3N, R3E W.M.,
☐ Complete legal on page 33 of document. SKAMMIA COUNTY, WASHINGTON

REFERENCE NUMBER(S) OF Documents assigned or released:

Book 3 page 335 of McGuire SP

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-29-502

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel #'s on page _____ of document.

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CLERK
DATE
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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 _____ day of _____, 1998, for the purpose of establishing a policy and procedure for maintenance of Willie's Road 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 of real property located in Skamania County, Washington and described as:

✓ PROPOSED
 Lots 1, 2, 3 & 4 of the McGuire Short Plat in the NW¼ SE¼ and Lots 2, 3 and 4 of the Watson Short Plat, all in Section 29, T. 3 N., R. 6 E., W.M., Skamania County, Washington as shown on the map(s) thereof recorded in Book 3, Page 335 and in Book _____, Page _____ of Short Plats, records of Skamania County.

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 TO BE DETERMINED Account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this 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 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 \$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.

Clifford F. McQuire Owner
Owner

State of Washington
County of Stanley ss

On this day personally appeared before me Clifford F. McQuire
to me known to be the individual(s) described in and who executed the within and acknowledged to me that
he signed the same as his free and voluntary act and deed for the purposes therein mentioned.
Given under my hand and official seal this 11th day of August 1998.
Notary Public in and for the State of Washington, residing at Carson
My commission expires 2/23/99

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
MY COMMISSION EXPIRES 2-23-99

Peggy B. Lowry
Notary Public

This sample of a road maintenance agreement is being provided as a courtesy by Trantow Surveying. It may or may not serve as a legal document depending upon your particular situation and the services of an attorney are recommended. Trantow Surveying does not warrant the above sample format to be complete or suitable for your needs.