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BOOK 191 PAGE 386

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Olavry
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name Joe Csizmazia

Address _____

City/State _____

SCR 22720

Document Title(s): (or transactions contained therein)

1. Road Maintenance Agreement

2.

3.

4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. Green, Lois A

2. Green, Delbert D.

3. Huett, Bonnie

4. Csizmazia, Joseph

5. Csizmazia, Maryanne

☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. TO THE PUBLIC

2.

3.

4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Lot 17 Town site of Underwood

☐ Complete legal description is on page 1 of document

Assessor's Property Tax Parcel / Account Number(s): 03-10-23-2-3-1201-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



100-10-23-2-3-1201-00
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100-10-23-2-3-1201-00
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100-10-23-2-3-1201-00

ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT made this 14 day of July, 1999, for the purpose of establishing a policy and procedure for 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:

An easement 60 feet in width, the centerline of which shall be the North-South line of Lots 17, 18, 19, 20, and 21 of the original Town Site of Underwood as recorded in Plat Book A, page 14, in Skamania County, Washington.

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 a 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 proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road before leaving said road to enter the boundaries of the landowners own property, provided, however, that any landowner utilizes their land for their principal place of residence shall contribute twice what their proportion would be based on distance traveled as described herein. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined on an annual basis by the landowners.

C. METHOD OF COLLECTION

The landowner may establish an account at a reputable bank or financial institution designated as the Two Rivers Road Maintenance 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 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 \$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 provisions of this agreement is held invalid for any reason, the remainder of said agreement is not affected.

Lot Number 16

Lot Number 17

Lot Number 18

Louis A. Green
Dellert D. Green

Lot Number 19

Bonnie Huerst

Lot Number 20

Bonnie Huerst

Lot Number 21

Marjorie Czupryja
J. C. Price

STATE OF WASHINGTON)
County of Skamania)

I certify that I know or have satisfactory evidence that Joseph Cizmo signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9th day of July, 1999.

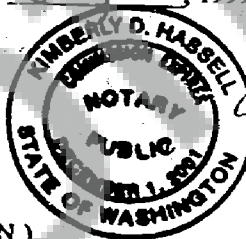


Kimberly Hassell
Notary Public, in and for the
State of Washington.
Commission Expires: 12/01/01

STATE OF WASHINGTON)
County of Skamania)

I certify that I know or have satisfactory evidence that Lola Green Delbert Green signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 9th day of July, 1999.



Kimberly Hassell
Notary Public, in and for the
State of Washington.
Commission Expires: 12/01/01

STATE OF WASHINGTON)
County of Skamania)

I certify that I know or have satisfactory evidence that Bonnie Huett signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10th day of July, 1999.



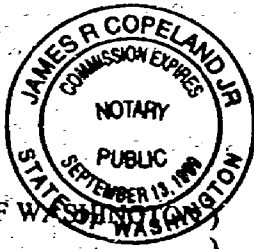
Kimberly Hassell
Notary Public, in and for the
State of Washington.
Commission Expires: 12/01/01

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STATE OF WASHINGTON)
County of Skamania)

I certify that I know or have satisfactory evidence that Margaret C. Smith signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 12 day of July, 1999.



[Signature]
Notary Public, in and for the
State of Washington.
Commission Expires: 9-13-99

STATE OF WASHINGTON)
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1999.

Notary Public, in and for the
State of Washington.
Commission Expires: _____

STATE OF WASHINGTON)
County of _____)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 1999.

Notary Public, in and for the
State of Washington.
Commission Expires: _____