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BOOK 194 PAGE 452

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SKAMANIA COUNTY, WASH.  
BY Planning Dept

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GARY H. OLSON

## Road Maintenance Agreement

Cluff Short Plat  
as recorded in Book 3 on Page 358  
Skamania County, Washington

Grantor(s): Jesse S. and Dorothy L. Cluff  
Grantee(s): Cluff Short Plat/Bonnie Lane (Private Road)  
Section: 17, Township 3 North, Range 8 East  
Assessor's Tax Parcel No: 3-8-17-3-1000

This agreement made this 11<sup>th</sup> day of September, 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 records, hereinafter referred to as "landowners," of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

Section: 17, Township 3 North, Range 8 East  
Assessor's Tax Parcel No: 3-8-17-3-1000

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. 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 the road as the landowners unanimously desire, and the provision of trenching along the side 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 Riverview Savings, Sievenson 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.

By: \_\_\_\_\_  
I hereby agree \_\_\_\_\_  
I hereby agree \_\_\_\_\_  
I hereby agree \_\_\_\_\_  
I hereby agree \_\_\_\_\_  
I hereby agree \_\_\_\_\_

**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 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 judgement 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 to 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.

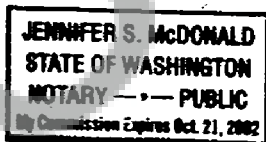
Caren Goldenzooff Landowner  
Don M. Goldenzooff Landowner  
Jesse S. Cluff Landowner  
Dorothy L. Cluff Landowner  
Billy B Coates Landowner

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA )

I certify that I know or have satisfactory evidence that Caren Goldenzooff  
Don M. Goldenzooff Billy B Coates  
JESSE S. CLUFF Dorothy L. Cluff

is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 9/10/99 Dated 9/10/99  
Dated 9/14/99 Dated 9/16/99  
Dated 9/14/99



Jennifer S. McDonald  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
NORTH BODEVILLE

My commission expires 10/21/02