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BOOK 208 PAGE 452

Charles Moore  
for Darrell and Lana Wilhoit  
692 Buhman Road  
Washougal, WA 98671

FILED FOR RECORD  
SKAMMIA CO. WASH.  
BY *Planning Dept*  
APR 16 9 44 AM '01  
*Olson*  
AUDITOR  
GARY H. OLSON

Document Title(s) or transactions contained herein:	
Road Maintenance Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Darrel L. and Lana R. Wilhoit	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
Wilhoit Short Plat	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Northwest 1/4 of the Southwest 1/4 of Section 30, Township 2 North, Range 5 East Willamette Meridian	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Wilhoit Short Plat, recorded in Volume <u>3</u> , Page <u>383</u>	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
02-05-30-00-1506	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers 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.	

## ROAD MAINTENANCE AGREEMENT

This AGREEMENT made this 28<sup>th</sup> day of October, 2000, for the purpose of establishing a policy and procedure for maintenance of CARPENTER LANE (private), common to the parcels of property described herein and between the owners of record, hereafter referred to as "Owners," of the following described parcels of real property located in Skamania County, Washington and described as:

Lots 1 and 2 of WILHOIT SHORT PLAT, in Government Lot 3, Sec. 30, T2N, R5E, W.M., Skamania County, Washington as shown on the map thereof recorded in Book 3 at Page 383 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 maintaining of all culverts to meet hydraulic requirements; filling of all potholes, ruts, gullies, etc., that restrict travel on said road; placing rock or gravel, 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 of financial institution designated as *Carpenter Lane 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.

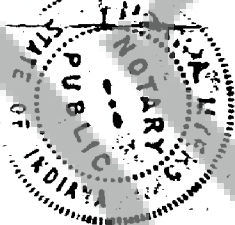
Owner: Darrel L. Wilhoit Darrel L. Wilhoit  
(sign) (print name)

Owner: Lana R. Wilhoit Lana R. Wilhoit  
(sign) (print name)

State of INDIANA  
County of VIGO ss

On this day, DARREL & LANA WILHOIT personally appeared before me, MARY A. MYERS, to me known to be the individual(s) described in and who executed the agreement within and acknowledged to me that such agreement was signed as a free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 21st day of December, 2000.  
Notary Public in and for the State of INDIANA, residing at  
VIGO COUNTY  
My commission expires 11-5-01.



Mary A. Myers, Notary Public  
MARY A. MYERS