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BOOK 224 PAGE 952

Return Address:

Lawrence & Glenna Smith  
P.O. Box 796  
Stevenson, WA 98648

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept

JUN 3 5 00 PM '02

*Olson*  
AUTHOR  
J. MICHAEL GARVISON

ROAD MAINTENANCE AGREEMENT

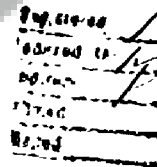
BIRCH CREST ESTATE Short Plat  
as recorded in Book 3 on Page 406

Grantor(s): Lawrence P. & Glenna J. Smith

Grantee(s): Birch Crest Drive servicing Birch Crest Estates

Section 25 , Township 4 North, Range 7 East

Assessor's Tax Parcel No.: 040725300107



The undersigned own or have an interest in real property located on Birch Crest Drive, which is designated and declared to be a private road as defined in the Skamania County Code Chapter 12.03.

Maintenance Agreement:

1. The owners of each parcel of land bordering Birch Crest Drive (including their successors in interest) hereinafter "landowners" shall be responsible on a pro-rata basis for the cost of maintaining and repairing the road.
2. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
3. All landowners (including, but not limited to his or her guest, employees or agents shall be entitled to reasonable private usage of the entire roadway.  
The private road shall be used for the common benefit of all landowners.

If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road i.e. personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that land owner to pay for the cost of repairing the road.

4. The landowners that are bound by this agreement shall meet at that property on the first of October of each year (or at such time and place as set by majority vote.)

Each year they shall:

- (1) decide what maintenance and repair work needs to be done the coming year;
- (2) decide who shall be in charge of arranging for the work to be done;
- (3) appoint a treasurer to collect each landowners share and to pay the bills

5. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair or road settlement he deems equitable under the circumstances.

The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision may be enforced by any party bound by this agreement in any Court of competent jurisdiction in Skamania County, Washington, and the losing party shall pay all cost in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

6. This agreement shall be binding upon the heirs, successors or assigns hereof, and shall be appurtenant to and run with the land described herein; and no land bordering on Birch Crest Drive shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

Birch Crest Drive is located in a portion of the SE 1/4 of the SW 1/4 of Section 25 T 4 N R 7 E Skamania County, Washington.

*Lawrence J. Smith*

Landowner

*Glenna J. Smith*

Landowner

Landowner

STATE OF WASHINGTON)  
COUNTY OF Kanawha

On this day personally appeared before me Laurence P. & Glenna J. Smith,  
to me known as the individual(s) described in and who executed the within and foregoing  
instrument and acknowledged that they signed the same as their free and voluntary act and deed,  
for the used and purposes therein stated.

Given under my hand and official seal this 10<sup>th</sup> day of October, 2000.



Teddi Midland  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Stevenson  
My commission expires 11-09-03