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BOOK 231 PAGE 437

RETURN ADDRESS: PO

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BY Planning Dept

OCT 29 3 58 PM '02

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Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. ROAD MAINTENANCE IMPROVEMENT
- 2.
- 3.
- 4.

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

1. RUSS GAYNOR
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

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

1. KANAKA HEIGHTS SHORT PLAT
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)
LOTS 1-4 OF KANAKA HEIGHTS SHORT PLAT

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Vol 3 Short Plats Pg 416

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-25-3-0-0105

☐ Property Tax parcel ID is not yet assigned.

☐ 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 14TH day of August, 2002, for the purpose of establishing a policy and procedure for the 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: Kanaka Heights Short Plat
Lots 1-4 in the Southeast 1/4 and the Southwest 1/4 of Section 25 T3N, R7E, WM.

The landowners agree to provide for the maintenance of all private roads common to the above described real property, to wit, MILES ROAD and FERN MEADOW ROAD, as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE. That all roads designated as private roads 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 filling of all potholes, ruts, gullies, etc., that restrict travel on said roads, rocking or graveling and grading of said roads as the landowners desire, and the provision of trenching along the sides of said roads to provide for surface water to runoff, where necessary and deemed appropriate by a majority of landowners.

B. METHOD OF ASSESSING COSTS. Said roads shall be divided into the following sections:
Section 1. Shall include all of MILES ROAD and the 250 feet of FERN MEADOW ROAD lying between MILES ROAD AND QUAIL RUN ROAD.
to and including the intersection of FERN MEADOW ROAD and QUAIL RUN ROAD.
Section 6. Shall include the balance of FERN MEADOW ROAD lying North of MILES ROAD.

All parcels shall be responsible for all costs of Section 1 equally.
Parcels #2, 3, and 4 of Kanaka Heights Short Plat shall be responsible equally for FERN MEADOW ROAD lying North of MILES ROAD. (Section 6)

Should Parcel 1 of Kanaka Heights Short Plat access said parcel from MILES ROAD then parcel #1 shall be responsible for its share of MILES ROAD.
All of Fern Meadow Road lying North of Miles Road shall be shared by all lots which use said section. Lot 1 of Cottonwood grove and Lots 1 and 2 of Venado Ranch Estates and any future lots lying North and East of said section shall share all costs equally.
Any future short plats shall be responsible for their proportionate share of costs based on the sections of roads they use.
Said costs shall be assessed to any and all parcels upon final recording of short plat with Skamania County.

C. MAINTENANCE AND REPAIR ASSESSMENT. During the month of May of each year, any landowner of any parcel in any short plat licensed to use said roads, may initiate a road and repair report by submitting to each parcel owner through regular mail addressed to the address on file at the County Treasurers Office for said owner, a proposal for the repair and maintenance of all or any portion of Miles, Fern Meadow, Quail Run Roads or Venado Trail. Said proposal must include a cost estimate based on the following formula:
a. Location of proposed maintenance or repair.
b. Work to be performed.
c. Total estimated cost per section of road.
d. Proposed parcels to be assessed and amount of assessment.
e. Extraordinary assessment. An assessment to any parcel whose use of said roads has caused damages beyond ordinary wear and tear, such as log hauling.

D. ACCEPTANCE. Said notice shall allow the recipient ten (10) days to respond with a "yes" or "no" vote

for the proposed work. The response must be addressed to the return address appearing on the notice of the originator.

IF the owners of lots or parcels that would be assessed an amount when combined equals or exceeds 80% of the estimated cost vote "yes", then the project may be let, provided it shall not exceed the estimated cost by more than 10% and all costs shall be shared as outlined above.

IF the total "yes" vote is comprised of property owners who would be assessed a combined amount under 80% of the total, then such repair of maintenance shall not be authorized and may only be done by those wishing to pay for the same without contribution or reimbursement from those voting "no".

E. RESTRICTIONS.

a. All lots or parcels in which the owners are more than 60 days delinquent on maintenance and/or repair assessments may be enjoined from further use of said roads until delinquency is cured.

b. Logging trucks or equipment shall be limited to the logging and clearing of the land and belonging to the permitted users, subject to any special assessments for damage to the roads or bridge.

F. ENFORCEMENT. All enforcement actions may be instituted by any lot or parcel owner bringing an action in the Superior Court of Skamania County on this contract, and the party seeking to enforce this covenant shall be entitled to their costs and attorney's fees from the party, or parties, found to be delinquent. No attorney's fees or costs shall be awarded against plaintiffs unless such action is found to have been frivolous.

G. ADDITIONAL DIVISIONS. Each parcel that redivides shall cause all purchasers of any newly created lots to take said lot subject to this road maintenance agreement, and such new owner must agree to assume a proportionate share of the road maintenance and repair cost computed in a like manner.

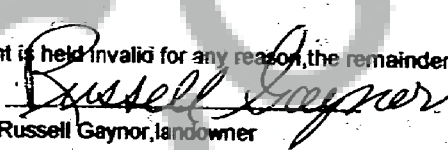
H. USAGE. All landowners (including, but not limited to, their guests, employees or agents) shall be entitled to reasonable private usage of entire roadways. The private roads shall be used for common benefit of all landowners.

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

I. APPURTENANCE. 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.

J. FUTURE USERS. Any and all future users of land not currently developed shall pay their proportionate share of road maintenance costs computed in a like manner. Russell Gaynor, as pre-short plat owner, shall retain full rights for ingress, egress and utilities for himself, assigns, heirs and future owners on unsubdivided lands owned by Gaynor.

K. SEVERABILITY. If any provision of this agreement is held invalid for any reason, the remainder of this agreement is not affected.

DATED this 14TH day of AUGUST, 2002. 
Russell Gaynor, landowner