

Return Address:
Shane and Melissa Jundt
2891 Skye Road
Washougal, Washington 98671

ROAD MAINTENANCE AGREEMENT

Grantors:
Shane R. and Melissa G. Jundt

Grantees:
Jundt Short Plat (Lot 2 of KMS Short Plat)
AF 2004155599

Assessors tax parcel number:
02-05-19-2-0-0303-00

Reference number of documents:
Jundt Short Plat (Lot 2 of KMS Short Plat)

Abbreviated legal description:
Section 19, Township 2 North, Range 5 East

The undersigned own real property located on Jundt Road, which is designated and declared a private road as defined in Skamania County Code Chapter 12.03.

TERMS OF THIS AGREEMENT

1) The owners of each parcel of land that borders and uses Jundt Road to access or maintain their land (including their successors in interest) must, on a proportional basis, provide for the cost and effort of maintaining, repairing and, as appropriate, improving Jundt Road. For purposes of this agreement, proportional is to be defined as the length used by each occupant. For example, if two parties share equal use of the first 150 feet of the road, then the two parties shall equally share the costs of the maintenance for the first 150 feet of Jundt Road.

2) No signs, structures, gates, fences, parking of vehicles, refuse or other features that impair or

interfere with the mutual use (including the aesthetic value) of Jundt Road are allowed. Signs that indicate individual addresses may be allowed if all parties agree on both the design of the signs and the location.

3) All landowners (including, but not limited to, guests, employees, or authorized agents), bound by this agreement, shall be entitled to reasonable private use of each landowners' portion of Jundt Road.

4) If one landowner (including, but not limited to, his or her guest, employees, or agents) inflicts damage to the road, personally or through having deliveries made (such as a truck making deliveries in wet weather), it is the sole responsibility of that landowner to pay fully for the cost of repairing the road to the condition that the road was in prior to the damage.

5) The landowners that are bound by this agreement shall meet on, or around, April 1 of each year. The landowners shall:

- a. assess the condition of Jundt Road and decide what maintenance and repair work is required for the year.
- b. decide who shall be in charge of arranging for the work to be completed.
- c. appoint a treasurer to collect each landowners share and to pay the bills.

6) Each landowner can contribute effort, including personally owned equipment and/or professional trade skills, as an "in-kind" contribution to the required maintenance, provided that the contributing individual is suitably qualified. Accounting for the monetary value of the work must be reasonable (i.e. not to exceed prevailing wage pay charts, going rental rates for equipment, etc), not exceed the amount that would be charged by a reasonable contractor, and acceptable to all landowners. The "in-kind" work must be of equal quality to that which is expected from work completed by a professional contractor. The kind of contributions may include, but are not limited to:

- a. excavation with "heavy" equipment
- b. grading or snow removal with a tractor
- c. resurfacing

7) In the event that the landowners are unable to agree as to any matters covered by this agreement, including, but not limited to the necessity for road repair or maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he or she deems equitable under the circumstances. This arbitrator shall be appointed by the 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 must pay all court costs in connection therewith, including reasonable attorneys fees in an amount set by the court.

8) 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 Jundt Road shall be sold or transferred without reference on the face of the conveying instrument to this agreement.

9) As of July 2004, the landowner of Lot 3 of KMS Short Plat does not use Jundt Road. If this should change, the landowner (including their successors in interest) of Lot 3 of KMS Short Plat is subject to the terms of this agreement.

Melissa Gene Jundt
Melissa Gene Jundt

Shane Robert Jundt
Shane Robert Jundt

STATE OF WASHINGTON)
COUNTY OF Skamania

On this day personally appeared before me Melissa Gene Jundt and Shane Robert Jundt, to me known as the individuals described in and who executed the within foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the purposes therein stated.

Given under my hand and official seal this 23rd day of Sept., 2004.



Jeri L. Connolly
NOTARY PUBLIC in and
for the State of Washington,
residing at Skamania
Washington