

Doc # 2005159053
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Date: 10/11/2005 02:12P
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$33.00

ROAD MAINTENANCE AGREEMENT
FOR
WOOF RIDGE ROAD (PRIVATE)

Templeton Short Plat # SP-05-02 AF 2005159052
Tax Lot No. 03-07-24-0-0-0800-00

Howard L. Templeton
120 Wright Road E
Glenoma, WA 98336

Lots 1 & 2 of SP-05-02, Located in part of the West ½ of the East ½ of the Southeast 1/4 of the Southwest 1/4; and in the East ½ of the East ½ of the West ½ of the Southeast 1/4 of the Southwest 1/4, all in Section 24, Township 3 North, Range 7 East, W.M., Skamania County, Washington.

WHEREAS, Howard L. Templeton is the owner of the following described real estate in Skamania County, Washington

WHEREAS, Woof Ridge Road presently is serving the property above described for purposes of ingress, egress, and utilities.

WHEREAS, it is necessary and desirable that a declaration be made as to the maintenance, repairs, and additional construction involving said road,

NOW, it is hereby stated and established that the current and future landowners of the above lots as they may now exist or hereafter be divided, shall share on an equal basis, the expense and responsibility for the maintenance, repairs and additional construction, if needed, of Woof Ridge Road. It is further stated that maintenance shall include, but not be limited to the removal of snow and other hazards or obstruction of the road.

1. This agreement shall run with the land described above and shall be binding on and to the benefit of the parties hereto, their heirs, successors, and assigns, provided, however, that the agreement shall be null and void and of no further force or effect if and in the event the said road becomes a part of a county road system.

2. The prevailing party in any suit or action to enforce this agreement shall be awarded reasonable attorney's fees and reasonable costs of prosecuting and/or defending said suit or action. Annually on the first Monday in April, the owners of all lots in the subdivision obligated to share in the maintenance of the road shall have a meeting to decide what maintenance is required to be performed on the road. At such meeting it shall be decided:

- A. The type and frequency of maintenance to be performed.
- B. The method of assessing costs as set forth above.
- C. The party which shall be responsible for collecting and dispersing the road repair funds.
- D. Fifty-one percent or more of the parties need to approve routine repairs and maintenance to the roadway to keep it in its present condition. However, 100% of all the parties obligated under this agreement need to approve any paving or major improvements to said road. Each lot shall be entitled to one vote.

3. Non-payment of the road assessment shall cause a lien in the amount of the assessments to be filed against the defaulting owner's land served by the road. The party to whom the assessment is owed shall be entitled to foreclose on the lien as permitted by Washington statute.

4. The road serving said subdivision is not a county road and the County of Skamania, State of Washington, has no responsibility or obligation as to the maintenance, construction, repair or snow removal of said road, if and until said County accepts the road into the county road system.

In Witness Whereof, the parties hereto have set their hands and seal this 18 day of Aug, 2005.

HOWARD L. TEMPLETON

STATE OF WASHINGTON)

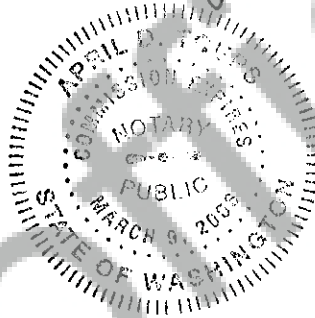
COUNTY OF LeWIS

On this day personally appeared before me, Howard L. Templeton, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as his free and voluntary act of deed for the uses and purposes therein mentioned.

Given under my hand an official seal this 18 day of Aug, 2005.

Notary Public for Washington

Residing at Leandrie
Therein.



Unrecorded Copy