

Roy S. Ostroski
3541 Cook-Underwood Rd.
Cook, Wa 98605

Doc # 2005159506
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Date: 11/15/2005 03:55P
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$34.00

ROAD MAINTENANCE AGREEMENT

Grandridge Short Plat as recorded in Book AF 2005159505 on Page 1

Grantors: Roy S. Ostroski and Ronald D. Clark

Grantees: Grandridge Estates and Grandridge Drive PVT.

Section 10 Township 3N, Range 10 East

Assessor's Tax Parcel Number: 03-10-10-0-0-0301-00

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 a private road 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 annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or gravelling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of the road to provide for surface water to run off, 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. 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.

D. 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 fund for each day of delinquency. Within ten (10) days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available by 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.

E. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors or assignees of any landowner and shall be appurtenance to the parcels of land herein described.

F. SEVERABILITY

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

G. If in the future Lot 1 is divided the new lot will be subject to road maintenance as stated above.

Roy S. Ostroski

Landowner

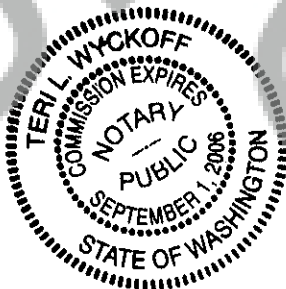
Ronald D. Clark

Landowner

STATE OF WASHINGTON)
COUNTY OF Skamania)

On this day personally appeared before me Roy S. Ostroski
and Ronald D. Clark 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 uses and purposes therein stated.

Given under my hand and official seal this 3rd day of August
2005.



[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing at [Signature]

My commission expires 9-1-06