

ROAD MAINTENANCE AGREEMENT

The Shelley Moore Short Plat as recorded in Book _____, Page _____
AF# 2005159644

Grantor: Shelley Moore, 6700 NE 162nd Av., Ste 611-PMB 153, Vancouver, WA 98682
Grantee: Shelley Moore Short Plat—Assessors Tax Parcel No.: 0105 24 000802 00

Whereas, Shelley Moore is the owner of the following described real estate in Skamania County, Washington:

Lots 1,2,3, and 4 of the Shelley Moore short plat in the NE ¼ SW ¼ of section 4, T1N, R5E, W.M. Skamania County, WA as shown on the map thereof recorded in Book — at Page — of Short Plats on Nov. 28, 2005, AF# 2005159644 records of Skamania county.

Whereas it is necessary and desirable that a declaration be made as to the maintenance and repairs involving White Dog Road (Private) serving said lots. Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

A. TYPE AND FREQUENCY OF MAINTENANCE

That all roads designated as private road shall be maintained in as satisfactory and useable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners of majority desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary. If snowfall accumulation exceeds 36 inches, the majority of landowners may agree to snow removal by a competent road maintenance specialist. If one of the landowners (including, but not limited to, his or her guest, employee, or agent) inflicts damage to the road personally or through having deliveries made (such as a heavy truck making delivery in wet weather), it is the sole responsibility of that land owner to pay for the cost of repairing the damage to the road.

B. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said road regardless of lot size.

C. DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance on said private road, funds for road maintenance shall be disbursed within thirty days(30) of billing to any provider of road maintenance service or materials by the landowner who is 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 account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the other landowners shall be entitled to seek any remedy available at law including a suit for money owed. The prevailing party in such a lawsuit shall be entitled to a judgement 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 assigns of any landowner and shall be appurtenant to the parcels of land herein described.

F. SEVERABILITY

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

Shelley Moore

Owner

State of WA

County of Blaine ss

On this day personally appeared before me Shelley Moore to me known to be the individual described in and who executed the within and acknowledged to me that she signed the same as her free and voluntary act and deed for the purposes therein mentioned. Given under my hand and official seal this 8/16/2005.
Notary Public in and for the State of Washington, residing at Vancouver.
My commission expires 11-1-06.

TRISHA K. HUNTER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 1, 2006

Trisha K. Hunter