

After Recording Return To:  
Walter Wagner  
15626 SE 116<sup>th</sup> St.  
Renton, WA 98059

## ROAD MAINTENANCE AGREEMENT

Grantor: Walter Wagner

Grantee: DeerMeadow Retreat Short Plat

2005160076

Section 35, Township 4 North, Range 7 East of the Willamette Meridian

Assessor's Tax Parcel No.: 04-07-35-0-0-1200-00

THIS AGREEMENT made this 22 day of AUGUST, 2005, for the purpose of establishing a policy and procedure for maintenance of all private roads common to the above-described real property located in Skamania County, Washington.

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

1. That all roads designated a private road as defined in Skamania County Code Chapter 12.03 shall be maintained in a satisfactory and useable 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 graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

### B. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the usage of the road. Usage shall be based on factors including, but not limited to: number of cars regularly used by the lot owner on the private road and whether or not the lot owner resides on the property on a year round basis or for a lesser period of time.

### **C. METHOD OF COLLECTION/DISBURSEMENT OF FUNDS**

Upon agreement of a majority of the landowners to perform maintenance on the private road, any funds necessary for road maintenance shall be provided within thirty (30) in advance to any provider of road maintenance service or materials. Nothing herein shall prevent the lot owners from reaching agreement amongst themselves whereby materials or labor are contributed in lieu of a lot owner's cash contribution.

### **D. NON-PAYMENT OF COSTS – REMEDIES**

Any landowner who fails to make the payment of funds and or contribution of materials or labor under this agreement for a period of thirty (30) days or more after a majority of the lot owners shall have reached agreement on the maintenance to be performed shall be deemed to be in breach of this agreement. 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 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 assigns of any landowner and shall be appurtenant to the parcels of land herein described.

### **F. SEVERABILITY**

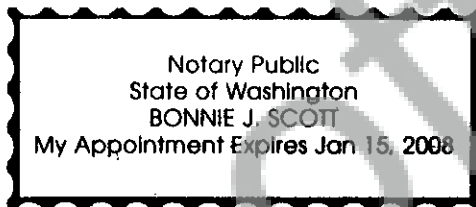
If any provision of this agreement is held invalid for any reason, the remainder of said agreement is not affected.

W. N. Wagner  
WALTER WAGNER

STATE OF WASHINGTON )  
County of King )

I certify that I know or have satisfactory evidence that WALTER WAGNER signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 22nd day of August, 2005.



Bonnie J. Scott  
Notary Public, in and for the  
State of Washington.  
Commission Expires: 01/15/08