

Doc # 2006161316
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Date: 04/25/2006 12:30P
Filed by: PLANNING DEPARTMENT
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$34.00

Return Address:

Planning Department

<i>Document Title(s) or transactions contained herein:</i> Road Maintenance Agreement
<i>GRANTOR(S) (Last name, first name, middle initial)</i> Thompson R Jason etux <input type="checkbox"/> Additional names on page _____ of document.
<i>GRANTEE(S) (Last name, first name, middle initial)</i> Skye Subdivision School House Subdivision Thompson Drive <input type="checkbox"/> Additional names on page _____ of document.
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> Lots 1 thru 5 Skye Subdivision AF 2006161314 Lots 1 thru 6 School House Subdivision AF 2006161315 <input type="checkbox"/> Complete legal on page _____ of document.
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i> AF 2006161314 AF 2006161315 <input type="checkbox"/> Additional numbers on page _____ of document.
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> Skye: 02-05-31-4-0-0300-00 School House: 02-05-31-4-0-0201-00 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page _____ of document.

**ROAD MAINTENANCE AGREEMENT
FOR THOMPSON DR., a private road**

1. *The undersigned are the owners of all lots described in the subdivisions known as Skye subdivision and School house subdivision according to the plats thereof recorded in Skamania County, Washington and has previously designated and declared Thompson Drive to be a private road as defined in Skamania Code, Chapter 12.03*
2. All lots in the Skye Subdivision,(except lot 6), and in School House Subdivision and the remainder acreage to the west abutting on Thompson Drive using it for primary access shall share equally in the maintenance of the private road. Should any lot be further divided, the new lots will pay their equal share. This agreement shall run with the land and shall be binding upon and inure to the benefit of all persons and/or entities, successors, assigns and all persons and/or entities who acquire title or ownership rights in any of the lots and shall be a part of all transfers and conveyances of the property as if set forth fully in such transfers and conveyances.
3. All lot owners (except lot 6 in Skye subdivision) are responsible for the maintenance of Thompson Drive and shall maintain said road in good passable condition under all traffic and weather conditions. Maintenance shall consist of, at a minimum, the annual filling of potholes, ruts, gullies etc. that make travel difficult and as a majority of the lot owners agree, grading, graveling, rocking, sealing pavement, trenching and ditching. The costs for maintenance, repair and restoration shall be assessed equally against each lot owner along said private road regardless of lot size.
4. None of the lot owners having a right to use the road shall have a right to reimbursement for expenses incurred for maintenance and/or repairs in excess of \$150.00 in any calendar year without having first obtained the written approval of a majority of the lot owner
5. Should the road become damaged by the activities of a lot owner (including employees, agents, contractors, family members or deliveries) that lot owner shall be responsible for repairing the damage immediately.
6. In the event any parties acquiring property interests subject to this agreement are unable to agree as to any matter covered by this agreement, including but not limited to the necessity for road repair or maintenance, the disputed shall be decided by a single arbitrator who shall direct any settlement deemed equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request by any party bound by this agreement. The decision of the arbitrator shall be final, binding and not subject to appeal. The decision may be enforced by any party bound by this agreement in

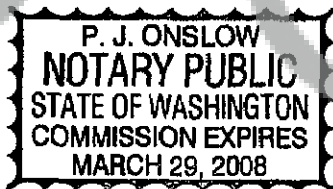
any court of competent jurisdiction in Skamania County, Washington and the losing party shall pay all costs of the arbitration and subsequent enforcement proceedings including reasonable attorney's fees as may be set by the court.

7. The lot owners shall meet annually and decide on the amount of funds needed for the maintenance of the road by majority vote and a date by which each assessment is to be paid. A treasurer may be elected to administer and disburse the funds in accordance with the vote of the lot owners. For purposes of this road maintenance agreement, each lot shall be entitled to one vote regardless of how title may be held. However, voting rights of lot owners who are delinquent in paying assessments or complying with arbitration decisions shall be suspended until full payment and compliance.
8. Any lot owner who becomes delinquent in the payment of assessments under this agreement for a period of 30 days or more shall be required to contribute a late penalty of \$5.00 per day to the road maintenance fund. Should payment not be made within 45 days any or all lot owners shall be entitled to seek any legal remedy available for the collection of said amounts. The prevailing party in any law suit shall be entitled to judgment including reasonable attorney's fees and costs.
9. If any provision of this agreement is held invalid for any reason then the remainder of this agreement will still remain in full force and effect.

R Jason Thompson and Chera Thompson owners of skye
R Jason Thompson Chera Thompson

subdivision and School house subdivision.

On this 11/19 2006 personally appeared before me, R Jason Thompson and Chera Thompson who signed the above as their free and voluntary acts and deed for the uses and purposes stated therein.



[Signature]
Notary Public in and for the State of
Washington, residing at Vancouver
Commission expires: 3/29/08