

SCOTT LITTLE  
17206 SE 21<sup>st</sup> Street  
Vancouver, WA 98683

## ROAD MAINTENANCE AGREEMENT

AGREEMENT made this <sup>JUNE</sup> 16 day of ~~May~~, 2006, between SCOTT LITTLE and RHONDA LITTLE, husband and wife, KIM MALONEY, a single person, and LED, L.L.C., a Washington, Limited Liability Company.

### RECITALS

1. The above named parties are the fee simple owners of parcels of real property described herein.
2. The real property described herein is subject to a easement of even date for ingress, egress and utilities over the subject real property.
3. The parties are desirous to enter into this agreement for the maintenance and repair of the common easement for road purposes and to share the costs of such in proportion to the lots that have use of said easement.

NOW, THEREFORE, in consideration of the mutual benefits derived, the parties agree as follows:

### I.

#### DESCRIPTION OF ROAD EASEMENT

The road easement affected by this agreement is described as follows:

A portion of the Maloney Short Plat recorded under Auditor's File No. 2006160363, records of the Skamania County Auditor, lying in a portion of Government Lot 2 in Section 31, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

Commencing at the Southeast corner of Lot 3 of said Maloney Short Plat; thence South 89°30'26" West, along the South line of said Lot 3 for a distance of 298.77 feet to the North right of way line of Washougal River Road as shown on said Short Plan and Point of Beginning; thence along said North right of way line the following courses:

North 59°58'28" West, 85.52 feet; thence North 30°01'32" East, 5.00 feet; thence North 65°54'47" West, 122.29 feet; thence North 69°14'30" West, 72.28 feet; thence North 83°04'28" West, 161.18 feet; thence North 06°55'32" East, 30.00 feet; thence South 83°04'28" East, 164.82 feet; thence South 69°14'30" East, 76.78 feet; thence South 65°54'47" East, 303.51 feet to the South line of said Lot 3; thence South 89°30'26" West, 105.35 feet to the Point of Beginning.

TAX PARCEL # 02-05-31-2-0-1201.00  
ADD. IN # 1 ON PAGE 2

II.  
PARTIES AND PROPERTIES AFFECTED

The parties subject to this agreement are the undersigned, their successors and assigns, and this agreement shall run with the land, described as Lots 1, 2, 3, and 4 of MALONEY Short Plat (Tax Parcel #02-05-31-2-0-1201.00; 02-05-31-2-0-1202.00; 02-05-31-2-0-1203.00; and 02-05-31-2-0-1200.00; and appurtenant to the following real property (Lot 1, 2, 3 of RIVER HEIGHTS ESTATES).

III.  
EXPENSES TO BE SHARED

The parties agree to share the costs and expenses of maintaining the above described easement in good repair in proportion to seven (7) shares, with each share represented by each individual lot. The obligation shall continue until the roadway is dedicated and accepted by a governmental agency (municipal or county).

IV.  
MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this agreement shall include the following and only the following: Filling of chuckholes and resurfacing. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repair specified above, shall not be undertaken under this agreement except with the express written consent of each of the then lot owners and an assumption by each in writing of their proportionate share of financial liability for the cost of such additional repairs or maintenance. The decision on whether the repairs are required shall be a simple majority of the lot owners.

V.  
ENFORCEMENT OF CONTRIBUTIONS

The parties hereto further agree that by this agreement, each party acknowledges that their share of the costs of maintenance and repairs shall subject the lot owners to a lien upon their respective lot in the event of a lot owner failing to pay their respective share of the costs. Further, in the event of litigation for the enforcement of this agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs.

VI.  
BINDING AFFECT

This agreement shall be binding the parties hereto, their successors and assigns. Upon the sale of any lot, the successor owner shall be subject to this agreement and the selling party shall thereafter be relieved of any further obligation to this agreement.

IN WITNESS WHEREOF, the said Grantors have executed this instrument this 16<sup>th</sup> of June day of May, 2006.

  
SCOTT LITTLE

  
RHONDA LITTLE

  
KIM MALONEY

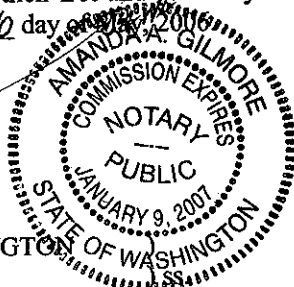
LED, L.L.C.

  
By, ROBERT ESPELAND, Manager

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that SCOTT LITTLE and RHONDA LITTLE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16 day of May, 2006.



Amanda Gilmore  
Notary Public  
Residing at Washougal, WA  
My commission expires 1-9-07

STATE OF WASHINGTON )  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that ROBERT ESPELAND, as Manager of LED, L.L.C., a Washington Limited Liability Company, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument and further acknowledged that he has the authority, as manager of LED, LLC, to bind the Limited Liability Company.

Dated this 16 day of May, 2006.

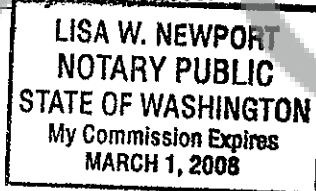


Diane M. May  
Notary Public  
Residing at VANCOUVER  
My commission expires 5-12-2007

STATE OF WASHINGTON )  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that KIM MALONEY is the person who appeared before me, and said persons acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 16 day of May, 2006.



Lisa W. Newport  
Notary Public  
Residing at Washougal  
My commission expires March 1, 2008