

Corrine Tucker
93941 Blind Slough Station Road
Astoria, OR 97103

Doc # 2007168271
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Date: 11/16/2007 11:40A
Filed by: CORRINE TUCKER
Filed & Recorded in Official Records
of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$42.00

**CRISPIEN ROAD
ROAD MAINTENANCE AGREEMENT (RMA)**

As recorded in 2007168273 on 11/16/07 Skamania County, Washington

Grantor: Corrine Tucker and Tom Tucker

Grantee: Crispien Road Short Plat and all lands within the 20 acre parcel currently identified as Tax Assessor ID# 01-05-04-0-0-0800

Encumbering and benefiting parts or all of: SE ¼ NW ¼ and the SW ¼ NE ¼ of Section 4, Township 1N, Range 5E, William Meridian Skamania County, Washington.

Assessor's Tax Parcel Numbers: 01-05-04-0-0-0810 and 01-05-04-0-0-0800

Declaration of covenant for private road maintenance of short plat approved road.

The undersigned owners and developers covenant and agree that:

2. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
3. All landowners (including but not limited to, his or her guest, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners. If one of the landowners (including but not limited to, his or her guest, employees or agents) inflicts damage to the road, i.e. personally or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road.
3. Landowners acknowledge that an easement for utilities will be reserved so that utility lines can be installed and maintained within the area reserved for the private road.

4. It is in the best interest that said private road be maintained in good and passable condition as a paved/gravel drive. The landowners that are bound by this agreement will share proportionally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. Snow removal will be considered a part of normal maintenance when 8 inches or more of snow have accumulated.

The maintenance fee will be allocated in proportion to the length of road used as follows:

Lots 1 and 2 of Crispien Road SP.....6.25% each
Lots 3 and 4 of Crispien Road SP.....31.25% each
Existing Tax Parcel 01-05-04-0-0-0800.....25%
(This tax parcel may subdivided into 4 lots; each shall be responsible for 6.25% of the maintenance of Crispien Road.)

A first year fee of

Lots 1 and 2 of Crispien Road SP.....\$150 each
Lots 3 and 4 of Crispien Road SP.....\$750 each
Existing Tax Parcel 01-05-04-0-0-0800.....\$600

payable to the treasurer of the Crispien Road Short Plat Road Maintenance Committee, and for each year thereafter,

Lots 1 and 2 of Crispien Road SP.....\$100 each
Lots 3 and 4 of Crispien Road SP..... \$500 each
Existing Tax Parcel 01-05-04-0-0-0800.....\$400

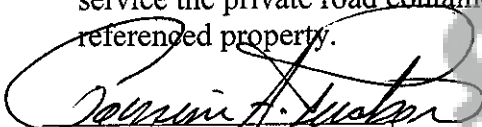
will be collected from the undersigned to provide for private maintenance.

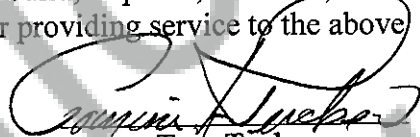
In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who use the road must agree in writing to any additional assessment over the annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

5. The landowners that are bound by this agreement shall meet at the property on the first of April of each year (or such time and place as set by majority vote). Each year they shall:
- a) decide what maintenance and repair work needs to be done the coming year;
 - b) decide who shall be in charge of arranging for the work to be done;
 - c) appoint a treasurer to collect each landowner's share and to pay the bills.
6. The treasurer of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.
7. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair or road maintenance work, the dispute shall be settled by a single arbitrator who shall

direct any settlement he/she deems equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of Skamania County Superior court upon request of any party bound by this agreement. The decision may be enforced by any party bound by this agreement in any court of competent jurisdiction in Skamania County, Washington. The losing party shall pay all costs in connection therewith including reasonable attorney's fees in an amount set by the court.

8. In the event any of the tracts served by the private road is subdivided, and the new tract also utilizes the private road for access, each new owner will be obligated to pay the annual maintenance fee and will be bound by all other terms and conditions of this agreement.
9. This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs, successors and assigns, as well as any future owner who is given rights to said private road.
10. Skamania County has no responsibility to build, improve, maintain, or otherwise service the private road contained within or providing service to the above referenced property.


Corrine Tucker


Tom Tucker
Personal representative
for Thomas J. Tucker

State of Washington, County of Skamania

On this day personally appeared before me Corrine Tucker, to me known as the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein stand.

Given under my hand and official seal this 28 day of Sept., 2007



204 SE Park Plaza Dr
Vancouver, WA
98664

NOTARY PUBLIC in and for the State of Washington, residing at Vancouver, WA

My commission expires Aug 28, 2010

