

Return Address:

Robert Nuckoles  
PO Box 537  
White Salmon, WA. 98672

ROAD MAINTENANCE AGREEMENT

Nuckoles Short Plat

As recorded in Book      on Page      AF 2009172282

Grantors: Jean Cuffel, Elizabeth Petrick and Robert Nuckoles  
Grantees: Nuckoles Short Plat

Section 23, Township 3 North, Range 10 East  
Assessors Tax Parcel No. 03-10-23-2-0-0200-00. See full legal on page 2, H.

The landowners agree to provide for the maintenance of Acorn Lane, a private road, as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE.

That all roads designated private as defined in Skamania County Code Chapter 12.03 shall be maintained in as satisfactory and usable 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 majority of landowners desire. Maintenance of the road shall also include the removal of snow as necessary to allow for the safe passage of vehicles.

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. METHOD OF COLLECTION.

Landowners shall establish a fund for the maintenance of the road. Each landowner shall contribute to this fund on such dates as the landowners may decide upon, no less

than annually. The landowners may designate a treasurer among them to administer such funds.

#### D. 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 30 days of billing to any provider of road maintenance service or material by the landowner designated as treasurer.

#### E. NON-PAYMENT OF COSTS – REMEDIES.

Any landowner who becomes delinquent in the payment of funds under this agreement for a period of 30 days or more shall be assessed a late penalty of \$1.00 per day to the road maintenance fund for each day of delinquency. After 10 days written notice to the landowner, any or all of the other landowners shall be entitled to seek ant 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.

#### F. APPURTENANCE TO THE LAND.

This agreement shall be binding on all heirs, successors, or assignees of any landowner and shall be appurtenance to the parcels of land herein described.

#### G. SEVERABILITY.

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

#### H. LEGAL DESCRIPTION.

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter, Section 23, Township 3 North, Range 10 East of the Willamette Meridian, in the County of Skamania, State of Washington. Except the South 100 feet of the West half of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of said Section 23. Also except that portion of lands lying within roads. ALSO EXCEPT that portion conveyed to Skamania County by instrument recorded in Book 52, Page 342

Jean Cuffel Jean Cuffel

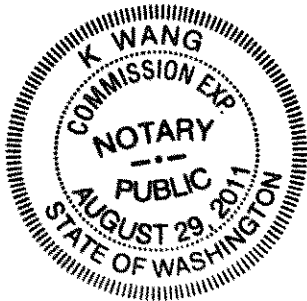
Elizabeth Petrick Elizabeth Petrick

Robert Nuckoles R. Nuckoles

STATE OF Washington  
COUNTY OF Klickitat

I certify that I know or have satisfactory evidence that Robert Nuckoles and Elizabeth Petrick are the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/20/08

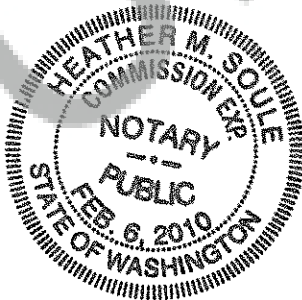


K. Wang  
Printed Name: K Wang  
Notary Public in and for the state of Washington  
Residing at: White Salmon  
My appointment expires: 8/29/2011

STATE OF Washington  
COUNTY OF Pacific

I certify that I know or have satisfactory evidence that Jean Cuttel is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 08/27/08



Heather M. Soule  
Printed Name: Heather M. Soule  
Notary Public in and for the state of Washington  
Residing at: Long Beach, WA  
My appointment expires: 02/06/2010