

Return Address:

Stan Eccles
42 Little Rock Creek Road
Cook, WA 98605

ROAD MAINTENANCE AGREEMENT

03.09.10.0.0.1000.00

Grantor(s): Stanley G. Eccles and Janet L. Eccles

Grantee(s): Lot 2, Lot 3 and Lot 4 of the Eccles Short Plat AF 2010177316 12.22.10

1. Lot 2, Lot 3 and Lot 4 using Eccles Lane for access to their property will share equally in the maintenance of the private road. If any lot is 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 Lot 2, Lot 3 and Lot 4 of the Eccles Short Plat all parties hereto, their successors and assigns, and all persons claiming under them and shall be part of all transfers and conveyances of the property within such platted areas as if set forth in full in such transfers and conveyances.
2. ACKNOWLEDGEMENT OF RESPONSIBILITIES FOR ROAD MAINTENANCE:
The said lot owners are responsible for the maintenance of Eccles Lane (private) and the parties agree that Eccles Lane will be maintained in good, passable condition under all traffic and weather conditions, including the bridge which crosses Little Rock Creek. The costs for maintenance, repair and/or restoration of the roadway shall be assessed equally among all landowners served by said Eccles Lane.
3. None of the parties having a right to use the road easements shall have a right to reimbursement for expenses incurred for maintenance and/or repairs without having obtained the written approval for such expense from the owners of property bound by this agreement.
4. If the road is substantially damaged by the activities of one landowner (including his employees or agents), that landowner shall be responsible for repairing the damage to the original condition, at his own expense. Any equipment or construction vehicles will not block or be parked on said Eccles Lane (private).
5. In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but limited to the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the Presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision of the arbitrator shall be final and 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 in connection therewith, including reasonable attorney's fees in an amount to be set by the court.
6. Road maintenance will be performed on any section of the road when a majority of the voting members vote to do such improvements:
 - A. Each lot owner as stipulated in Item 1 shall be entitled to one (1) vote
 - B. Each lot owner shall meet once per year to assess the condition of the road and bridge and agree to perform any maintenance required and agreed upon.
 - C. Voting rights of members who are delinquent in paying assessments shall be suspended until the delinquent assessments have been paid.

- D. Said lot owners by a majority vote may elect a President and Secretary who may collect such assessments as the Association has agreed upon and contract for the maintenance work to be done.

Stanley Eccles
Stanley G. Eccles

12-17-2010
Date

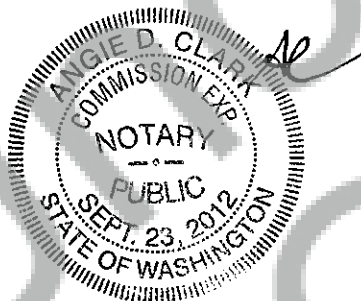
Janet L. Eccles
Janet L. Eccles

12-17-2010
Date

42 Little Rock Creek Road
Address
Cook, WA 98605
City/State/Zip

STATE OF WASHINGTON)
COUNTY OF Skamania Klickitat

On this day personally appeared before me Stanley G. Eccles & Janet L. Eccles to me known as the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purpose therein stated. Given under my hand and official seal this 17 day of December 2010.



Angie D. Clark
NOTARY PUBLIC in and for the
State of Washington, residing at
White Salmon
My expiration
09.23.2012