

WHEN RECORDED RETURN TO:
MIKE ENGEL
PO Box 27
Carson WA 98610

DOCUMENT TITLE(S)	PRIVATE ROAD MAINTENANCE AGREEMENT
REFERENCE NUMBER(S) of Documents assigned or released:	
2013 000 467	Book 3 pg 220
<input type="checkbox"/> Additional numbers on page ____ of document.	
GRANTOR(S):	MIKE + JILLIE ENGEL + BILL + SUSAN WILKINS
<input type="checkbox"/> Additional names on page ____ of document.	
GRANTEE(S):	The public
<input type="checkbox"/> Additional names on page ____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):	
LOT 1 of Michael Engel SP / LOT 1 Debra Wilkins SP	
<input type="checkbox"/> Complete legal on page ____ of document.	
TAX PARCEL NUMBER(S):	03082014030200 03082014030000
<input type="checkbox"/> Additional parcel numbers on page ____ of document.	
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

PRIVATE ROAD MAINTENANCE AGREEMENT

An Agreement made this original date of May 27, 2014, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, Debora Way Road is a private road situated in Township 3 north, County of Skamania, State of Washington, and

WHEREAS, the undersigned parcel owners are the owners or users of the roadway property situated in Township 3 north, County of Skamania, State of Washington, commonly known as Debora way.

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Debora way road; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, guest, services and emergency vehicles.

2. Utility Easement. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. Road Commission Agent. A Road Commission Agent shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. Road Maintenance. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times to insure the provision of safe access by emergency vehicles. A majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract or work. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the

approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

6. Cost Sharing. Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road. The cost sharing shall be split between owners of **occupied parcels** on a pro-rata basis. Vacant land owners will not be responsible for cost sharing until the point of time that a residence is built on the vacant land, at which time the lot owner will be responsible for a pro-rata share of all maintenance costs as stated above.

7. Payment. Payments for work and maintenance following the guidelines stated above will be billed to each occupied parcel owner by the Road Commission Agent, and each parcel owner will contribute their pro-rated share of the cost within 14 days of work being performed and payment request being sent out.

8. Definition of a Parcel. A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

9. Future Parcels. Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split on a pro-rata basis as stated in paragraph 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

10. Snow Plowing. The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

11. Effective Term. This Agreement shall be perpetual , and shall encumber and run with the land as long as the road remains private.

12. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

13. Amendment. This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

14. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

15. Disputes. If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving the majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

16. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

17. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

18. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

19. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded and provided to the county assessor by the Road Commission Agent.

Signed,

<u>Willie T. Wilk</u>	<u>5/29/2014</u>
<Name>	<Date>
<u>Susan M. Wilk</u>	<u>5/29/2014</u>
<u>John Engel</u>	<u>5/29/14</u>
<u>John Engel</u>	<u>5/29/2014</u>

STATE OF WASHINGTON,
County of Skamania

} SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Mike + Julie Engel,
Bill + Susan Wilkins to me known
to be 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 purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of May 2014



Melissa A. Anderson
Notary Public in and for the State of Washington,
residing at _____
My appointment expires 8-19-2016

STATE OF WASHINGTON,
County of _____

} SS.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
_____ and _____ to me known to be the
_____ President and _____ Secretary, respectively, of _____
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page 5 of 5 and is attached to Private R.M.A. dated 5/29/14