

WHEN RECORDED RETURN TO:

Mike Engel
PO Box 8
CARSON WA 98610

Skamania County, WA
Total: \$107.50
AGLS
Pgs=5
Request of: MIKE ENGEL

2020-000167
01/23/2020 03:14 PM



DOCUMENT TITLE(S)

Private Roadway Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

2020000146

☐ Additional numbers on page ____ of document.

GRANTOR(S):

WILLIAM & SUSAN WILKINS

☐ Additional names on page ____ of document.

GRANTEE(S):

CAM ACRES SUBDIVISION

☐ Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

CAM ACRES SUBDIVISION LOTS 1-B

☐ Complete legal on page ____ of document.

TAX PARCEL NUMBER(S):

SEC 21 T3N R8E

☐ 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.

CAM DRIVE

PRIVATE ROAD MAINTENANCE AGREEMENT

This agreement made this 23rd day of January, 2020 for the purpose of establishing a policy and procedure for maintenance of all private roads common to several parcels of property described herein and between the owners of records, hereinafter referred to as "landowners", of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

Cam Acres Subdivision – Lot numbers 1 thru 8, Auditor File Number 2020000146

SUBDIVISION MAP ATTACHED AS EXHIBIT "A"

The landowners agree to provide for the maintenance of all private roads common to the above-described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE

1. That all roads designated a private road as defined in Skamania County Code Chapter 12.03 shall be maintained in a satisfactory and usable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, culleys, etc. that restrict travel on said road, rocking or graveling and grading the road as the landowners as a majority (50% or more) desire, and the provision of trenching along the side of said road to provide for surface water runoff, where necessary and deemed appropriate by landowners. These costs are necessary and will be incurred and shared among land owners as stated in B. (2) below.
2. Snow Removal – Snow removal costs will be incurred from time to time to keep access open for residents of Cam Drive. These costs are necessary and will be incurred and shared among land owners as stated in B. (2) below.

B. (2) METHOD OF ASSESSING COSTS.

Costs for the road maintenance described herein shall be assessed as follows:

Lots 1, 2, 3, and 8 will each pay 10% of total costs

Lots 4, 5, 6, and 7 will each pay 15% of total costs

Lots incurring 15% each of total road costs are due to the use of the total length of private road to access property lines, with these lots using the greatest amount of road to do so.

C. METHOD OF COLLECTION

The landowners shall establish a non-interest bearing checking account at a reputable bank or financial institution designated as the account for the deposit and disbursement of all funds for the maintenance of the road. Each landowner shall contribute to this account on such dates as the landowners may from time to time decide upon. The landowners shall designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

D. DISBURSEMENT OF FUNDS

Upon agreement of a majority of the landowners to perform maintenance on a private road, funds for road maintenance shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials 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 thirty (30) days or more shall contribute a late penalty of \$10.00 per day to the road maintenance account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the landowners shall be entitled to seek any 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.

The prevailing party shall also be entitled to attorney's fees or costs incurred as a result of any action undertaken in the collection of money owed, either before or after suit is filed.

F. APPURTENANCE TO THE LAND

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

G. SEVERABILITY

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

William T. Wilkins

LANDOWNER

Swann M. Wilkins

LANDOWNER

LANDOWNER

LANDOWNER

LANDOWNER

LANDOWNER

LANDOWNER

LANDOWNER

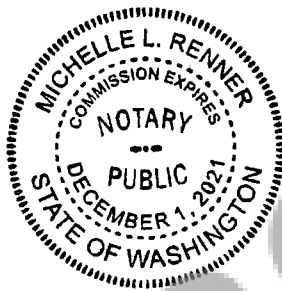
STATE OF WASHINGTON

County of Skamania

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

Dated: 1-23-20

(Seal or Stamp)



Michelle L. Renner

Signature

Notary

Title

My Appointment Expires: 12-01-21