

**Clallam County Document 734375**  
**Book 1124, Page 852**  
**Recorded 02/06/1996**  
**File # - 1996-0734375**

**Retyped Agreement (Jan 2020) from the Original**

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Road Maintenance Agreement

COMES NOW, the undersigned and agree as follows:

**DESCRIPTION OF ROAD**

Priest lane is a private road, and runs predominantly in a East/West direction. The road is approximately 2,350 Feet long. The surface of the road is a combination of asphalt, and oil, and graveled surface. The first 1050 feet of the road surface is asphalt, the remaining 1300 feet of road surface being oil and gravel. The width of the easement is 30 feet. However, the width of the paved surface is approximately 13 feet. The road begins at the West prolongation of Priest Road, running in a Westerly direction. Approximately 150 feet West of the road origination, the road has a "S" curve with a steep grade. It then straightens out, running East/West where the surface is level the remaining length of the road. Approximately 100 feet East of the termination of Priest lane, the road has a 90-degree curve. The road terminates at the origination of Patricia and Greenbriar Lanes, easements running side-by-side in a East/Wests direction.

**RECITALS**

The parties recite and declare:

1. The undersigned are real property owners situated in Clallam County, State of Washington, all of which are served for purposes of ingress and egress by an easement upon a one-line private road which has been constructed.
2. The parcels of property served by the easement and existing private road thereon are presently occupied or zoned as single-family residences.
3. That the real properties served by said easement are those properties set forth by Clallam County parcel number as listed on Exhibit "A" attached hereto, which exhibit is incorporated by this reference as if fully set forth herein.
4. The parties desire to share the costs and expenses of maintaining the above-described easement and wish to enter into an agreement concerning maintenance of the private road within the recorded easement, so as to allow reasonable and safe travel to and from the property served, in accordance with the normal residential uses of said properties.

**SECTION ONE**  
**EXPENSES TO BE SHARED**

The parties agree to share costs and expenses of maintaining the above-described easement in good repair commencing from the date of execution of this agreement by all property owners until such time that this agreement is terminated by a two-thirds majority vote of said property owners signing this agreement. Each property owner herein shall be entitled to one vote under the terms of this agreement. Any property owner owning more than one parcel shall be entitled to one vote per parcel

upon which a home is located, regardless of whether of not it is the primary residence of the property owner. Uses of a nature which would increase the use burden on the private road beyond that normally associated with single-family residences shall require re-negotiation of this Road maintenance Agreement to insure that each party bears appropriately the expenses of maintenance generated by its use of the access road. The duties to repair and maintain the private road pursuant to this agreement shall continue until such time as rescinded by a two-thirds majority vote of all signatories hereto or their successors in interest.

## **SECTION TWO** **MAINTENANCE AND REPAIRS DEFINED**

The repairs and maintenance to be undertaken and performed under this agreement shall include the filling of chuckholes, graveling, grading, and paving. Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repairs specified above, shall not be undertaken under this agreement except with the prior notification of each of the parties signing hereto and an affirmative vote of two-thirds of the majority of the parcels represented. Improvements or regular routine maintenance when performed on an annual basis which cost less than \$1,000.00 shall not require a two-thirds vote of the property owners; however, any expense in excess of said amount shall require notification and a follow-up vote in writing authorizing said repairs or maintenance.

## **SECTION THREE** **DESIGNATION OF AGENT**

The association to be created hereunder shall designate an agent of the parties to contract for and oversee the repairs and maintenance authorized under this agreement. The agent shall attempt to gather "Bids" and "Estimates" to present to the property owners or to a committee to be designated by them on an annual basis. Each committee member shall serve for a term of two years or such other time period as the parties may designate in by-laws.

## **SECTION FOUR** **ADVANCEMENT OF COSTS AND EXPENSES**

(A) on the execution of this agreement by the parties and the acceptance by the designated agent of his/her appointment as agent under this agreement, each party shall advance the minimum sum of \$50.00 per year as an assessment for the expected annual maintenance, or such other amount as may be approved by the parties by proper vote hereto, which funds shall be deposited in an account known as the Road Associate account to maintained at the Northwest Telco Credit Union in Everett, Washington for the use by the agent in paying the costs and expenses authorized and incurred under this agreement. Only those parcels upon which a home is located shall be assessed the annual maintenance fee of \$50.00. Property owners owning more than one parcel upon which a home is located shall be assess the annual maintenance fee for each home owned on Priest lane, regardless of whether or not any of these homes is the property owner's primary residence.

(B) As the agent required additional funds from time to time to pay the costs and expenses authorized and incurred under this agreement, and should the bank account not be sufficient to pay total charges due, each party shall deposit and annual share of the sums required, subject to the limits of liability under this agreement, upon receipt of notice from the agent that such funds are required, following approval by a two-thirds majority vote of the properties represented herein. As permanent

improvements become necessary to Priest Lane, following approval by two-thirds of the majority of the parcels represented, all property owners shall be assessed for the expenses based on the number of votes to which they are entitled. Each parcel owner shall be subject to one share of the expenses per vote to which he is entitled, whether or not he has a home located on his parcel, or is a resident of Priests lane.

**SECTION FIVE**  
**ACCOUNTING BY AGENT**

The agent shall furnish to the parties to this agreement in an annual report of the maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payments of costs and expenses shall be available for inspection and shall be maintained in a file for a period of three years.

**SECTION SIX**  
**NOTICES**

Any notice or report required under this agreement shall be sent to the parties at an address designated by them and indicated as Exhibit "B" to this agreement, unless such addresses change by written notice to each person concerned, in which event the new address given shall be used for the sending of such notice or report. Any required notice shall be made by regular mail, properly addressed and postage-prepaid. Any agent sending a notice shall be entitled to be reimbursed for postage fees and costs of supplies.

**SECTION SEVEN**  
**BINDING EFFECT**

This agreement is to be binding on and inure to the benefit of the owners of the properties and signatories herein and shall further be deemed a covenant running with each of the properties described on Exhibit "A", and shall be binding on the grantors and their heirs and any person who shall, after the effective date of this instrument, acquire title to the grantor's property of any portion thereof, including any successors in interest, heirs, and assigns.

**SECTION EIGHT**  
**APPORTIONMENT OF COSTS**

The costs of maintenance and/or improvements authorized shall be proportionately shared for each of the parcels of real property represented by this agreement. In the event that this agreement is signed by less than all of the properties serviced by the road, then the share of each person shall be the fraction of one over the total number of properties which are a part of this agreement.

**SECTION NINE**  
**RIGHT OF ENTRY**

Pursuant to the requirements of maintenance and repair, said property owners agree to grant a right of entry upon the above-described real property for purposes undertaken to grade, level, fill, drain, pave, build, maintain, repair, or rebuild a road as may be necessary on, over and across a property embraced within the area known as Priest Lane.

**SECTION TEN**

**ENFORCEMENT**

In the event any property owner fails to pay his proportionate share of the total costs of such repair and maintenance in order to maintain accessibility to all plots bordering such private road, if after the expiration of 30 days from such time as property owner is notified of demand for payment by certified mail of the proportionate share said defaulting property owner fails to pay, the agent is authorized by the undersigned to file an action in either District or Superior Court of the State of Washington for Clallam County, as the situation may be required, and seek a judgment against the defaulting property owner resulting in a lien being filed against their property. In the event that this enforcement provision is required, then the prevailing party, in addition to costs and disbursements, shall be entitled to reasonable attorney's fees. Interest on the unpaid balance shall accrue at a rate of prime plus 2% annually.

**SECTION ELEVEN**  
**SAFETY CONSIDERATIONS**

No owner shall allow vegetation on his property to grow within the easement area in a manner which would inhibit the vision and/or safety of the other party's use of the roadway. Upon notice from the agent and/or committee designated by the parties, a property owner shall remove the excess vegetation within 14 days.

**SECTION TWELVE**  
**ANNUAL MEETINGS**

An annual meeting of the parties to this agreement shall be held at a time, date, and place chosen by the agent and/or committee designated by the parties, which shall be stated in a notice of meeting, for all purposes pursuant to this agreement.

**SECTION THIRTEEN**  
**AMENDMENTS**

Amendments to this agreement must be in writing and signed by the parties to be valid.

For the purpose of obtaining all signatures, a photocopy of this document with an original signature will be acceptable and shall be recognized by the parties involved as if the parties had signed one original document. The undersigned agree to abide by the terms of the forgoing Roam Maintenance Agreement.

**EXHIBIT A**

(Names with dates indicate signature on file with Clallam County)

Sheldon C. Andersen	Viola D. Andersen	Date: 4-29-94
James Carl	Cathleen M. Carl	Date: 4-5-94
Marvin Conn	Pauline Harris Conn	Date: 3-4-94
JoAnn Cornell		Date: 3-4-94
Pamela Bondeson		Date: 8-14-94

Thelma I. Cummings	Raymond Cummings	Date: 5-3-94
Phyllis L. Davis		Date: 3-16-94
Helen M. Erdman		Date: 3-6-94
Margaret M. Erdman	James C. McGuire	Date: 3-17-94
Flora S. Gillilan	Gibson. Gillilan	Date:
Gil S. Gillilan	Gail R. Gillilan	Date: 5-1-94
Pete N. Govorko	Colleen M. Govorko	Date: 3-3-94
Robert B. Haycraft	Catherine E. Haycraft	Date:
Ann Kittrelle		Date:
Richard K. Meyers	Renae R. Meyers	Date: 3-3-94
Bill Nelson	Martie Nelson	Date:
Elmer Pederson	Edna M. Pederson	Date:
James R. Priest	Pamela J. Priest	Date: 3-12-94
James C. Priest		Date:
Robert A. Priest	Velma M. Priest	Date:
Russell A. Priest	Laura Priest	Date: 4-28-94
Paul D. Schoville	Rosemary D. Schoville	Date: 3-12-94
Miles L. Stickler, Sr.	Janice N. Stickler	Date: 3-3-94
Joel E. Wasankari	Mary E. Wasankari	Date: 3-3-94
Albert Wesley	Mary Lou Wesley	Date:
Eva J. Whitacker		Date: 5-1-94
John Q. Whitehead	Marge E. Whitehead	Date: 3-3-94