

73-1375

23

Clallam Title Co.

ROAD MAINTENANCE AGREEMENT

FEB - 5 PM 2:13

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 asphalt, and oil and gravelled 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/West 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-lane private road which has been constructed.

-1-

BOOK 1124 PAGE 852

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 insure that said road is maintained in a fashion 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 or 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 Association account to be 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 assessed 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 requires 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 an equal 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 Priest 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, or 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.

-7-

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 foregoing Road Maintenance Agreement.

Sheldon C. Andresen	Viola D. Andresen	Date
James Carl	Cathleen M. Carl	Date
Marvin Conn	Pauline Harris Conn	Date
JoAnn Cornell		Date

Thelma I. Cummings	Raymond Cummings	Date
Phyllis L. Davis		Date
Helen M. Erdman	James C. McGuire	Date
Margaret M. Erdman		Date
Flora A. Gillilan	Gibson Gillilan	Date
Gil S. Gillilan	Gail R. Gillilan	Date
Pete N. Govorko	Colleen M. Govorko	Date
Robert B. Haycraft	Catherine E. Haycraft	Date
Ann Kittrelle		Date
Richard K. Meyers	Renae R. Meyers	Date
Bill Nelson	Martie Nelson	Date
Elmer Pederson	Edna M. Pederson	Date
James R. Priest	Pamela J. Priest	Date

James C. Priest		Date
Robert A. Priest	Velma M. Priest	Date
Russell A. Priest	Laura Priest	Date
Paul D. Schoville	Rosemary D. Schoville	Date
Miles L. Stickler, Sr.	Janice N. Stickler	Date
Joel E. Wasankari	Mary E. Wasankari	Date
Albert Wesley	Mary Lou Wesley	Date
Eva J. Whitaker		Date
John Q. Whitehead	Marge E. Whitehead	Date

EXHIBIT A

<u>Name</u>	<u>Address</u>	<u>Parcel Number</u>
Robert A. Priest	10 Priest Lane	043024120125 & 043024120130
Ann Kittrelle	176 Priest Lane	043024219100 &
	174 Priest Lane	043024219090 & 043024219080
Marvin L. Conn	252 Priest Lane	043024219100
Robert B. Haycraft	Lewisville, TX	043024219030
Sheldon C. Andresen	280 Priest Lane	043024219000
Phyllis L. Davis	286 Priest Lane	043024219020
Joann E. Cornell	352 Priest Lane	043024219110
Margaret M. Erdman	354 Priest Lane	043024219130 &
	356 Priest Lane	043024219120
Albert Wesley	Seattle, WA	043024219070
Flora A. Gillilan	415 Priest Lane	043024220400 & 043024230000 & 043024230010
Richard W. Meyers	430 Priest Lane	043024219060
James Carl	454 Priest Lane	043024219050
Eva J. Whitaker	455 Priest Lane	043024220300
John Q. Whitehead	50 Greenbriar Lane	043024229080
Joel E. Wasankari	54 Greenbriar Lane	043024229070
Pete N. Govorko	110 Greenbriar Lane	043024229060

Exhibit A

Page 2

Thelma I. Cummings	200 Greenbriar Lane	043024229020 & 043024229030 & 043024229040
Elmer Pederson	145 Greenbriar Lane	043024229050
Gil S. Gillilan	121 Patricia Lane	043024220425
James R. Priest	190 Patricia Lane	043024239010
Miles L. Stickler	240 Patricia Lane	043024239020
Paul D. Schoville	241 Patricia Lane	043024239030
Bill Nelson	Escondido, CA	043024239040
Russell A. Priest	301 Patricia Lane	043024239050
James C. Priest	431 Patricia Lane	043024230050 & 043024239060 & 043024239070

STATE OF _____)

) ss.

County of _____)

On this _____ day of _____, 199____, personally appeared before me _____, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of _____

_____, residing at _____

My Commission Expires: _____

EXHIBIT B

<u>Name</u>	<u>Mailing Address</u>	<u>City, State, ZIP</u>
Robert A. Priest	10 Priest Lane	Sequim, WA 98382
Ann Kittrelle	176 Priest Lane	Sequim, WA 98382
Marvin L. Conn	252 Priest Lane	Sequim, WA 98382
Robert B. Haycraft	1605 Catlina	Lewisville, TX 75067
Sheldon C. Andresen	280 Priest Lane	Sequim, WA 98382
Phyllis L. Davis	286 Priest Lane	Sequim, WA 98382
Joann Cornell	P. O. Box 2024	Sequim, WA 98382
Helen M. Erdman	P. O. Box 1312	Sequim, WA 98382
Margaret Erdmann	P. O. Box 2063	Sequim, WA 98382
Albert Wesley	10232 - 65th Ave. S.	Seattle, WA 98178
Flora A. Gillilan	415 Priest Lane	Sequim, WA 98382
Richard K. Meyers	430 Priest Lane	Sequim, WA 98382
James Carl	P. O. Box 2077	Sequim, WA 98382
Eva J. Whitaker	455 Priest Lane	Sequim, WA 98382
John Q. Whitehead	50 Greenbriar Lane	Sequim, WA 98382
Joel F. Wasankari	54 Greenbriar Lane	Sequim, WA 98382
Pete N. Govorko	110 Greenbriar Lane	Sequim, WA 98382
Elmer Pederson	145 Greenbriar Lane	Sequim, WA 98382
Thelma I. Cummings	P. O. Box 2251	Sequim, WA 98382
Gil S. Gillilan	121 Patricia Lane	Sequim, WA 98382
James R. Priest	190 Patricia Lane	Sequim, WA 98382
Miles L. Stickler	240 Patricia Lane	Sequim, WA 98382

Exhibit B

Page 2

Paul D. Schoville	P. O. Box 1857	Sequim, WA 98382
Bill Nelson	874 Montview Drive	Escondido, CA 92025
Russell A. Priest	301 Patricia Lane	Sequim, WA 98382
James C. Priest	P. O. Box 1044	Sequim, WA 98382

BOOK 1124 PAGE 866

Upon notice from the agent and/or committee designated by the parties, a property owner shall remove the excess vegetation within 14 days.

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Sheldon C. Andresen

Sheldon C. Andresen

Viola E. Andresen

Viola D. Andresen

4/29/94

Date

James M. Carl

James Carl

Cathleen M. Carl

Cathleen M. Carl

4/5/94

Date

Marvin Conn

Marvin Conn

Pauline Harris

Pauline Harris-Conn

3/4/94

Date

JoAnn Cornell

JoAnn Cornell

3/14/94

Date

Thelma I. Cummings Raymond Cummings 7/3/94
Thelma I. Cummings Raymond Cummings Date

Phyllis L. Davis 3/16/94
Phyllis L. Davis Date

Helen M. Erdman 3/6/94
Helen M. Erdman Date

Margaret M. Erdman James C. McGuire 3/17/94
Margaret M. Erdman James C. McGuire Date

Flora A. Gillilan Gibson Gillilan Date
Flora A. Gillilan Gibson Gillilan 5-1-94

Gil S. Gillilan Gail R. Gillilan Date
Pete N. Govorko Colleen M. Govorko 3-3-94
Pete N. Govorko Colleen M. Govorko Date

Robert B. Haycraft Catherine E. Haycraft Date

Ann Kittrelle Rena R. Meyers Date
Richard K. Meyers Rena R. Meyers 3-3-94
Richard K. Meyers Rena R. Meyers Date

Bill Nelson Martin Nelson Date

Elmer Pederson Edna M. Pederson Date
James R. Priest Pamela J. Priest 3-12-94
James R. Priest Pamela J. Priest Date

James C. Priest		Date
Robert A. Priest	Velma M. Priest	Date
<i>Russell A. Priest</i>	<i>James M. Priest</i>	4/28/94
Russell A. Priest	Laura Priest	Date
<i>Russell A. Priest</i>	<i>Rosemary Schoville</i>	3-12-94
Paul D. Schoville	Rosemary D. Schoville	Date
<i>Paul D. Schoville</i>	<i>Jane N. Sticker</i>	3-3-94
Miles L. Stickler, Sr.	Janice N. Stickler	Date
<i>Joel E. Wasankari</i>	<i>Mary E. Wasankari</i>	3-3-94
Joel E. Wasankari	Mary E. Wasankari	Date
Lynne Waterson		Date
Albert Wesley	Mary Lou Wesley	Date
<i>Eva J. Whitaker</i>		5/1/94
Eva J. Whitaker	Marge E. Whitehead	Date
<i>John Q. Whitehead</i>		3/3/94
John Q. Whitehead	Marge E. Whitehead	Date

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Sheldon C. Andresen	Viola D. Andresen	Date
James Carl	Cathleen M. Carl	Date
Marvin Conn	Pauline Harris Conn	Date
JoAnn Cornell	PAME	Date

-8-

Pamela Bondeson
PAMELA BOND ESON

8/14/94
BOOK 1121 PAGE 370

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