



## Return Address:

Russell Scott  
PO Box 190  
Belfair WA 98528

Grantors: Walter Scott, Jr. and Kari A. Scott  
Grantees: Same  
Abbrev. Legal Desc. Trs. 1-7, Survey 15/196, ptn N  $\frac{1}{2}$  NE  $\frac{1}{4}$  23-21-2  
Parcel No. 22123 10 00010

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ROAD MAINTENANCE AGREEMENT

This agreement is made this 6th day of OCTOBER, 2006 by WALTER SCOTT, JR. and KARI A. SCOTT, husband and wife, for the purpose of establishing a road maintenance agreement for an existing common access road.

LAND AFFECTED

All that portion of the North half (N  $\frac{1}{2}$ ) of the Northeast quarter (NE  $\frac{1}{4}$ ) of Section twentythree (23), Township twentyone (21) North, Range two (2) West, W.M., which lies Easterly of East Scott Creek.

Said land being also known and described as Tracts one (1) to seven (7), both inclusive, of survey recorded April 2, 1991, in Volume 15 of Surveys, page 196, Auditor's File No. 524417.

WHEREAS, the undersigned wish to establish provisions for the use, maintenance and repair of an existing roadway within an easement for ingress, egress, drainage and utility purposes.

DEFINITION OF ROAD

- A) A perpetual, non-exclusive easement for ingress, egress, and public utilities, 60 feet in width, as reserved in instrument recorded January 5, 1998, Auditor's File No. 476125; and  
B) A perpetual, non-exclusive easement for ingress, egress, drainage and utility purposes, 60 feet in width, including a cul-de-sac having a radius of 50 feet, as shown on survey recorded April 2, 1991, in Volume 15 of Surveys, page 196, Auditor's File No. 524417.

Said easements are hereinafter referred to collectively as the "ROAD".

ROAD MAINTENANCE PROVISIONS

NOW, THEREFORE, in consideration of mutual benefits to be derived by the parties hereto, the undersigned declare the following terms, conditions and provisions shall encumber the land of the undersigned described herein, and any subdivisions thereof:

1) Maintenance

- a) The owners of each tract within the land described herein shall bear an equal share of the costs of the maintenance and repair of the roadway(s) within the ROAD described above.
- b) It is the intention of the undersigned that the ROAD be maintained in a condition equal to or better than its condition as of September 1, 2006. All improvements and maintenance shall be limited to maintaining the initial location and width of the ROAD.
- c) Maintenance shall include grading, repair of "chuck holes" and storm-related damage, tree and brush clearing, and adding gravel for surfacing where necessary. Road maintenance tasks may be completed by the owner(s) of any of the land subject to this



Agreement. However, no property owner under this Agreement shall be entitled to compensation for any maintenance work performed, unless the compensation is authorized in advance by the manager.

d) It is understood that the ROAD is a private road. As a result, neither the manager nor the owners of the land described herein shall be liable for any damages or injuries which result from possible road conditions. However, the manager shall be required to use "best efforts" to maintain the ROAD as a passable "all-season" dirt and gravel roadways at all times, subject to the property owners' limited resources.

e) In the event of damage to the ROAD beyond normal wear and tear due to the actions of a specific owner, or their tenants, agents, including contractors and subcontractors, or guests and/or invitees, that owner shall be required to take all immediate actions necessary to maintain the roadway as passable, and shall be solely responsible for completing all repairs of such damage as soon as permitted by weather conditions, all at his sole expense.

### 2) Management

The management of the maintenance of the ROAD shall be conducted by WALTER SCOTT, JR. as long as he continues to own at least one of the tracts of land described herein. Thereafter, or at such time as WALTER SCOTT, JR. resigns as manager, a new manager shall be elected by a simple majority vote of the owners of the land subject to this agreement, each lot or tract being entitled to one vote. Management shall include but not be limited to levying and collecting road assessments from each lot owner, contracting out and hiring independent contractors to maintain the ROAD and performing any other business decisions and judgments that the manager feels are in the best interests of the land covered by this agreement.

### 3) Maintenance Assessments

The manager shall decide the specific assessment each year based on the needed repair and maintenance for that year. Initially, the annual assessments shall be \$200.00 per year per tract for each tract described herein, or each of the lots or tracts resulting from the subdivision of any one or more of the tracts described herein. Any annual assessment shall run from January 1<sup>st</sup> to December 31<sup>st</sup> of each year with assessments commencing January 1, 2007. This assessment may be increased, decreased, or eliminated for any particular year by the manager depending upon the manager's judgment as to the funds necessary for the ROAD repair and maintenance, provided, however, that any increase in the annual assessment must be approved by a simple majority of the lot owners of the land subject to this agreement, each lot or tract being entitled to one vote. All funds collected from these annual assessments shall be held in a separate banking account and shall be used for road maintenance and improvement only.

Assessments not paid by February 1<sup>st</sup> of each year or thirty (30) days after receipt of written notice that assessments are due (receipt shall be considered two (2) days following the postmark date of the envelope which contains said notice), whichever is later, shall be considered delinquent.

WALTER SCOTT, JR. and KARI A. SCOTT, having incurred the expenses of the initial development of the ROAD, shall be exempt from all annual assessments shall be as long as either of them continues to own at least one of the tracts of land described herein.

### 4) Liens and Foreclosure

In addition to constituting a personal liability of each owner all delinquent road assessments shall constitute a lien against delinquent owner's respective tract(s). The manager at the time the lien arises shall have the right to record a "Notice of Claim of Lien" against the delinquent owner's tract which may be later foreclosed for the benefit of all owners by the manager in the same manner and procedure as a foreclosure of MECHANICS LIEN set forth in R.C.W. 60.04, which statutes are incorporated herein by

