

AFTER RECORDING RETURN TO:
Les and Velma Harmon
1540 Hidden Valley Road
Cle Elum, Wa 98922

08/07/2018 09:07:36 AM

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\$105.00
Agreement HARMON
Kittitas County Auditor



REVIEWED BY
KITTITAS COUNTY TREASURER
DEPUTY *Gally Parkwell*
DATE *Aug 7, 2018*

DOCUMENT: ROAD MAINTENANCE AGREEMENT

GRANTOR/DECLARANT:
Leslie L. Harmon and Velma M. Harmon, husband and wife

GRANTEE(S):
Leslie L. Harmon and Velma M. Harmon, husband and wife

LEGAL DESCRIPTION: Lot 2C of that certain Survey recorded October 23, 1997, in Book 23 of Surveys, page 10, under Auditor's File No. 199710230011, records of Kittitas County, Washington; being a portion of the West Half of Section 32, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington;

AND That portion of the Southeast Quarter of Section 31, Township 20 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, lying Easterly of a line 60 feet as measured at right angles to the East line of Parcel C-1 of that certain survey recorded August 7, 1992 in Volume 18 of Surveys, Pages 196 through 200, under Auditor's File No. 551429, records of said Kittitas County, Washington, and Northerly of the Hidden Valley Road, also being Lots 1 through 4 of Harmon Short Plat-10-00007, recorded under Kittitas County
AFN _____.

ASSESSOR'S TAX PARCEL NOS.: 385635 and 13602

This Road Maintenance Agreement ("Agreement") is made in this 6 day of August, 2018, by and between Leslie L. Harmon and Velma Harmon, husband and wife ("Owners") for the purposes of establishing maintenance standards and responsibilities for the forty-foot (40') wide access and utility easement, and associated cul-de sac, created by the Harmon Short Plat, Book _____, records of said County, as further identified on the attached Exhibit A ("Road").

1. DEFINITIONS

1.1 "Assessment" means an expense incurred by the Association for the maintenance and repair of the Road consistent with the Road Standard defined herein.

1.2 "Association" means the association composed of Owners, which shall be organized and established to preserve and maintain the Road for such time as it exists as a private road serving the Lots described herein.

1.3 "Lot" refers to each of the following legally existing lots (collectively, "Property"), which as of the date hereof are legally described as follows: Lots 1 through 4 of Harmon Short

1.4 “Majority of Owners” means Owners representing at least fifty-one percent (51%) of the Lots that are subject to this Agreement.

1.5 “Manager” means the Owner who is elected by a Majority of Members to be responsible for managing the Association, notifying Owners of the Assessments, collecting Assessments, and arranging for performance of the work necessary to maintain the Road Standard.

1.6 “Owner” means the record owner, whether one or more persons or entities, of a fee simple title to any Lot.

1.7 “Pro Rata Share” refers to each Owner’s proportionate share, which shall be equal to the ratio that the Owner’s Lot bears to the total number of Lots subject to this Agreement. By way of example, if four (4) Lots are subject to this Agreement, the Pro Rata Share for each Lot shall be one-fourth or twenty-five percent (25%).

1.8 “Road” means that road legally described above, as delineated on Exhibit A, attached hereto.

1.9 “Road Standard” means the condition within which the Owners, through the Association, shall maintain the Road. Such Road Standard requires: (a) maintenance of the Road with gravel, at a reasonable level of compaction, in a condition passable by a passenger vehicle (i.e. through grading, filling of potholes, repair of culverts) and in compliance with such standards as may be required by applicable law for serving four Lots, and (b) snowplowing the Road at any time that the accumulated snowfall on the Road is six (6) inches or greater.

2. ASSOCIATION

2.1 Establishment of Association. In order to provide a mechanism for determination of the maintenance to be performed and the allocated share for the cost of maintenance, there is hereby established a nonprofit road maintenance association composed of Owners, which shall be organized and established to preserve and maintain the Road for such time as it exists as a private road serving the Lots described herein. The Owners, by decision of Majority of Owners, shall determine whether to formally incorporate such an Association as a nonprofit entity with the Secretary of State or to operate such Association without registration, as a de facto Association.

2.2 Membership. Each Owner shall be a member of the Association. Such membership shall be appurtenant to and held and owned in the same manner as the beneficial fee interest in the Lot to which it relates. Membership shall not be separated from ownership of the Lot to which it relates.

2.3 Meetings and Quorum. The Association shall convene at least once annually in a forum and at a time designated by the Manager, after written notice provided to all Owners at least fourteen (14) days in advance of the scheduled meeting. Special meetings may be called upon the request of a Majority of Owners. No meeting shall be held, nor any action occur at a meeting unless written notice has been provided to all Owners in accordance with this Agreement, and a quorum is present at the meeting. The presence of a Majority of Owners shall constitute a quorum for purposes of taking action at a meeting.

2.4 Notices. At least fourteen (14) days prior to the date set for the annual meeting or any special meeting, the Manager shall provide written notice to all Owners of the time and place where the meeting will be held. Absent unanimous written consent to the contrary, all meetings shall be held in

Kittitas County. All notices shall be provided to the Owner by standard mail at the address on record with the Kittitas County Assessor's office (as available online). In the alternative, notice may be provided by electronic mail (e-mail) where the Owner has: (a) provided the Manager with an e-mail address for purposes of receiving communications from the Association; and (b) the Manager/sender of the notice has confirmation of delivery of the notice to the e-mail address of record. An Owner who has consented to receive emailed notices may revoke the consent by delivering (by mail, facsimile, or email with confirmation of receipt) a revocation to the Association. The consent of any member is revoked if the Association is unable to transmit by email two (2) consecutive notices given by the Association in accordance with the member's consent, and this inability becomes known to the Manager or other person responsible for giving the notice. The inadvertent failure by the corporation to treat this inability as a revocation does not invalidate any meeting or other action. Notice provided by email to a member who has consented to receive notice by such means is effective when it is emailed to an address designated by the recipient for that purpose.

2.5 Voting. Each Lot shall be afforded one vote in the Association. All decisions pertaining to the use and maintenance of the Road shall be made upon the vote of a Majority of Owners present or by proxy at a meeting of the Association.

2.6 Manager. At the annual meeting, the Owners, upon the approval of a Majority of Owners, shall elect a person (who need not be an Owner) to serve as Manager. The Manager shall serve for a term of one year. A Manager may serve successive terms only upon vote of the Majority of Owners at a meeting where a quorum is present. The Manager shall have all powers necessary to maintain the Road Standard (including making reasonable interpretations of the Road Standard), and to administer and enforce this Agreement, including the power to enter contracts for maintenance of the Road to the Road Standard, the authority to bill and collect each Owner's Pro Rata Share of such Assessment, and the authority to lien a Lot for delinquent Assessments, in accordance with the procedures herein. No meeting of the Association or vote shall be required in order for the Manager to maintain the Road to the Road Standard set forth in this Agreement or to collect Assessments from Owners, based on each Owner's Pro Rata Share, for costs incurred by the Association for such maintenance.

2.7 Powers. Unless expressly provided otherwise herein, the Association's duties and powers, as administered through the Manager, are limited to: (a) maintaining the Road to the Road Standard; (b) administering and enforcing the provisions of this Agreement; (c) levying, collecting and disbursing the Assessments and charges provided for in this Agreement; and (d) taking all such action inherent or necessary for effectuation of the provisions and responsibilities contained herein. Upon approval from a Majority of Owners, the Association may perform additional maintenance and improvements of the Road, or otherwise modify the Road Standard and assess Owners accordingly. Unless expressly stated to the contrary herein, all decisions pertaining to modification of the Road Standard, additional improvements or modifications to the Road, or other matters within the scope of the Association's power shall require an affirmative vote from a Majority of Owners.

2.8 Action without a Meeting. Nothing herein shall preclude the Association from taking action within the scope of its duties and powers, outside of a special or annual meeting, provided that all deliberations are equally available to all Owners, no decision is made without the approval of at least a Majority of Owners, and written notice of the same is provided to all Owners within 14 days of the action. By way of example, decisions pertaining to matters within the Association's authority may be made utilizing internet capability or electronic means of communication for discussion and voting, provided such communication and vote is documented by the Manager or its designee.

3. USE

3.1 Ingress and Egress; No Motorized Recreational Use; Gates. The Road shall be used solely for purposes of ingress and egress to the Lots and for underground utilities such as gas, water, electricity, sewer, cable and phone. No dirt-bikes, off-road vehicles, snowmobiles or non-street legal

vehicles shall be driven on the road other than for direct ingress and egress to/from a Lot. No gates or barriers shall be allowed on the Road without the approval of a Majority of Owners. If installed, the costs of installation and maintenance of the gate shall be shared by the Owners in accordance with their Pro-Rata Share.

3.2 Utilities. All Owners shall share equally in the costs associated with breaking the surface and restoring it for purposes of repairs or access to underground utilities that mutually benefit all Owners and are not caused or necessitated by the act or obligations of fewer than all Owners. If modifications or repairs to the Road are necessitated by the acts of fewer than all Owners, the Owner(s) causing the need for modifications or repair shall be solely responsible, at such Owner's sole cost, for immediately restoring the Road to the condition in which it existed prior to such Owner's actions.

4.

ASSESSMENTS

4.1 Association Budget. At the annual meeting, upon the vote of a Majority of Owners, the Association shall establish an annual budget for the estimated costs of maintaining the Road to the Road Standard. Nothing herein precludes any Owner(s) from making improvements to the Road in excess of the Road Standard, provided, however, that no Owner(s) shall be liable to contribute to the costs of any improvements above and beyond the Road Standard, unless such improvements have been authorized by a Majority Owners.

4.2 Notice and Payment of Assessments. Within thirty (30) days of the annual meeting, the Manager shall send written notice to each Owner of the amount of Assessment for which such Owner is responsible. Each Owner shall pay the Assessment owing, in advance, no later than January 1 of each year. Each Owner shall have the right to review the accounts and records of the Manager with respect to the collection of Assessments and the money spent. Such records shall be made available to the Owners requesting such within 10 business days of a written request mailed to the Manager. The costs for copying any documents rest with the Owner requesting copies. An Owner may pay an Assessment under protest, but shall not be excused from Assessments, late fees or interest on the basis of a challenge unless and until such Assessment is invalidated by a Court of law or overturned by vote of two-thirds of the Association.

4.3 Creation of Liens and Personal Obligations. Each Owner, by acceptance of a deed for a Lot, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association his/her Pro Rata Share of actual costs assessed for maintaining the Road at the Road Standard, and to uphold all obligations of such Owner as established by this Agreement. Any unpaid Assessment, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which such Assessment is made and also shall be the personal obligation of the individual who is the Owner of the Lot at the time the Assessment comes due. Assessments that have not been tendered by February 1 of any year (or within thirty (30) days of receipt of notice of the Assessment, whichever is later) shall be deemed delinquent and thereafter bear interest at the rate of 12% per annum until paid, but not exceeding the maximum rate permitted by law. Once the Owner has been provided with written notice of the delinquency and ten (10) days within which to bring payments current, the Association may record a lien against the Lot against which the Assessment is delinquent. Each Owner hereby expressly vests in the Association, through the Manager or its agents, the right and power to bring all actions against such Owner personally for the collection of such assessments as debts and to enforce lien rights of the Association by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage of real property. Such Owner hereby expressly grants to the Association the power of sale in connection with such liens. The liens provided for herein shall be in favor and for the benefit of the Association. The Association shall have the power to bid in an interest at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. The Owner is responsible for payment of all attorneys' fees and costs incurred in collecting past due assessments or enforcing the terms of assessment liens. No Owner may

waive or otherwise escape liability for the assessments provided herein by nonuse of the Road or abandonment of its Lot. In addition to the foregoing, the Association shall suspend the voting rights of an Owner for any period during which any Assessment against the Lot remains unpaid.

5. INDEMNIFICATION AND INSURANCE

5.1 Insurance Policy Naming the Association and Owners. The Association may, but shall not be required to, obtain a policy of commercial general liability insurance for claims against bodily injury, personal injury and property damage that may occur on Road.

5.2 Indemnification. Each Owner shall, and hereby agrees, to indemnify, defend, release, and hold harmless all other Owners and the Association from and against all claims, injuries, damages to person or property, expenses and liabilities, including attorneys' fees, arising from or related to use of the Road by such Owner's guests, employees, invitees, licensees, or agents. (By way of example, if the guest of the owner of "Lot 1" trips and falls while walking along the Road, and subsequently sues all of the Owners, the Owner of Lot 1 shall be responsible for defending and indemnify the other Owners in the lawsuit). The foregoing indemnification obligations shall not apply if the claim, injury, or damage is the result of willful conduct or negligence by the party seeking indemnification.

5.3 Negligent or Intentional Conduct; Repair of Damage. Notwithstanding anything to the contrary herein, any Owner who negligently or intentionally damages the Road, be it for purposes of accessing utilities or otherwise, shall be responsible for promptly repairing such damage at that Owner's sole expense. The Owner shall similarly be responsible to the Association for repairing damage to the Road that was caused by the negligent or intentional conduct of a guest, invitee, employee, or agent of the Owner.

6. GENERAL PROVISIONS

6.1 Enforcement. The Association and each Owner shall have the right to enforce by any proceedings at law or in equity all rights, duties, obligations, covenants and easements now or hereafter imposed by the provisions of this Agreement. Failure by the Association or Owner(s) to enforce any right, duty, obligation or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of legal action to enforce this Agreement, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees and any other expenses of litigation.

6.2 Authority. Each of the undersigned, as to himself and herself, represents that he/she is the fee title owner of the Lot indicated herein and that he/she has authority to enter this Agreement. The undersigned agrees to indemnify and defend the Association to the extent this representation is false.

6.3 Binding on Successors. The provisions of this Agreement shall run with the Property and apply to and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in the Property or any portion thereof.

6.4 Amendment. This Agreement may be amended only by an instrument signed by at least sixty (60%) of the votes of the Association at an annual or special meeting of the Members at which a quorum is present.

6.5 Severability. The invalidation of any one of the provisions herein by judgment or court order shall not in any way affect the validity of any other provision.

6.1. Counterparts. This Agreement may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Agreement as if each

party signed on the same page. The Agreement, including the Recitals and the documents referenced herein, constitute the entire agreement between the parties.

OWNERS:

LESLIE L. HARMON AND VELMA HARMON

Leslie Harmon

Velma Harmon

Exhibit A – Road

STATE OF WASHINGTON)
) ss.
COUNTY OF Kittitas

On this 6 day of August, 2018, before me, a Notary Public in and for the State of Washington, personally appeared **LESLIE L. HARMON and VELMA HARMON**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who signed the instrument and on oath acknowledged this ROAD MAINTENANCE AGREEMENT to be his/her free and voluntary act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

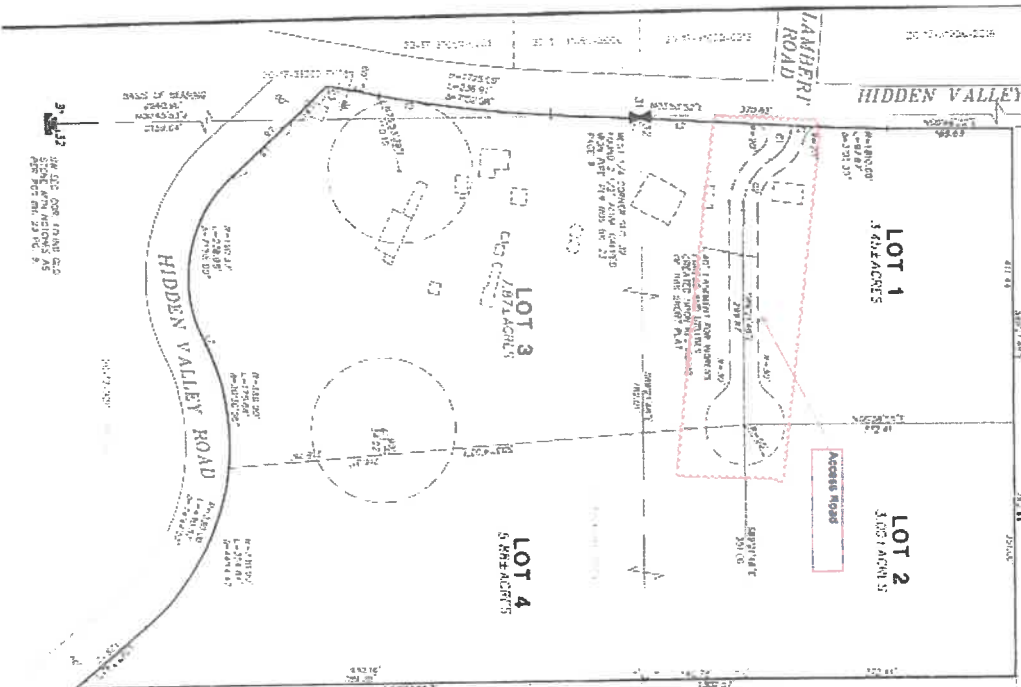
Carrie Bainter
NOTARY PUBLIC in and for the State of
Washington, residing at 416 Elm
My appointment expires 3/28/22
Print Name CARRIE Bainter

Notary Public
State of Washington
Carrie R Bainter
Commission Expires 03/28/22

Exhibit A

Receiving # **SP 10-00007**

HARMON SHORT PLAT
 KITTITAS COUNTY SHORT PLAT NO. 32
 PORTION OF THE NE1/4, SE1/4, SEC 31 T20N, R17E & W1/2, W1/2, SEC. 32 T20N, R17E, W.M.
 KITTITAS COUNTY, WASHINGTON
 ORIGINAL TAX PARCEL NOS. 20-17-32000-0004 AND 20-17-31000-0018

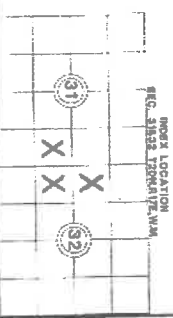
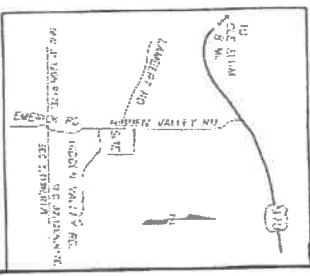


NO.	AREA	SHAPE
1	3.62 ACRES	IRREGULAR
2	3.001 ACRES	IRREGULAR
3	4.871 ACRES	IRREGULAR
4	5.884 ACRES	IRREGULAR
TOTAL	17.376 ACRES	



LEGEND:
 - - - - - 1/2" WIDE ROAD WITH CURB
 - - - - - 1/2" WIDE ROAD
 - - - - - EXISTING STRUCTURE

- SURVEY NOTES:**
1. DATES OF MEASUREMENTS ARE SHOWN ON THE SURVEY MAP.
 2. FIELD NOTES AND CALCULATIONS ARE SHOWN ON THE SURVEY MAP.
 3. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
 4. ALL BEARINGS ARE SHOWN IN DEGREES, MINUTES AND SECONDS.
 5. ALL CORNERS ARE SHOWN AND IDENTIFIED BY THE SURVEY MAP.
 6. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
 7. ALL BEARINGS ARE SHOWN IN DEGREES, MINUTES AND SECONDS.
 8. ALL CORNERS ARE SHOWN AND IDENTIFIED BY THE SURVEY MAP.
 9. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.
 10. ALL BEARINGS ARE SHOWN IN DEGREES, MINUTES AND SECONDS.



K.C.S.P. NO. 32
 Portion of NE1/4, SE1/4, SEC. 31, T20N, R17E & W1/2, W1/2, SEC. 32, T20N, R17E, W.M.
 Kittitas County, Washington

OWNER: ALANG RITZ

DATE: 8/08

SCALE: 1" = 400'

SHEET: 1 OF 2

EASTSIDE CONSULTANTS, INC.
 ENGINEERS - SURVEYORS
 1320 HWY. 101, SUITE 100
 PRAIRIE RIDGE, WASH. 99077