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Marvin and Cathy Clemans
P.O. Box 504
Washougal, WA 98671

FILED
SEALED
BY *Planning Dept*
Nov 13 10 48 AM '02
Q. Lavy
J. MICHAEL J. JOHNSON

Document Title(s) or transactions contained herein:	
Road Maintenance Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Marvin and Cathy Clemans	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial)	
M C Clemans Short Plat	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
SE 1/4 of the NE 1/4 of the SW 1/4 of Section 19, Township 2 North, Range 5 East Willamette Meridian	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
M C Clemans Short Plat, recorded in Volume <u>3</u> , Page <u>419</u>	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
02-05-19-0-0-1361	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

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**ROAD MAINTENANCE AGREEMENT
MARVIN CLEMANS PO BOX 504, WASHOUGAL, WA. 98671**

ASSESSORS TAX PARCEL NO: 02-05-19-00-1301

Whereas, Marvin Clemans is the owner of the following described real estate in Skamania County, State of Washington

Lots 1 & 2 of M C Clemans Short Plat, in NE ¼ SW ¼ Sec. 19, T2N, R5E, W. M. Skamania County, Washington as shown on the map thereof recorded in Book _____ at Page _____ of Short Plats on _____, AP# _____ records of Skamania County.

Whereas it is necessary and desirable that a declaration be made as to the maintenance, repairs, and additional constructions involving the road serving said lots. Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

A. TYPE AND FREQUENCY OF MAINTENANCE.

That all roads designated as private road shall be maintained in as satisfactory and useable condition as is practical. Said maintenance shall consist of, at minimum, the annual filling of all potholes, ruts, gullies, etc. that restrict travel on said road, rocking or graveling and grading of the road as the landowners unanimously desire, and the provision of trenching along the sides of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B. METHOD OF ASSESSING COSTS.

Costs for the road maintenance described herein shall be assessed equally among all landowners served by said private road, regardless of lot size.

C. NON-PAYMENT OF COSTS-REMEDIES

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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 \$1.00 per day for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the other 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.

D. 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.

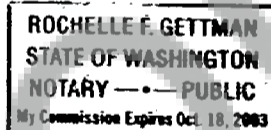
E. SEVERABILITY.

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

Marvin A. Clemans

Owner
Owner

State of Washington
County of Clark : ss



On this day personally appeared before me
To me known to be the individual (s) described in and who executed the within and
Acknowledged to me that Marvin signed the same as OWNER free and
voluntary act and deed for the purposes therein mentioned.
Given under my hand and official seal this 26th DAY March
Notary public in and for the State of Washington residing at Clark County
My commission expires OCT. 18 2003