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Blasny  
J. MICHAEL BRANTON

Return Address:

Planning Dept.

Document Title(s) or transactions contained herein:  
 Drainage Facilities  
 MAINTANCE AGREEMENT

GRANTOR(S) (Last name, first name, middle initial)  
 Coates, Billy B Trustee

Additional names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first name, middle initial)  
 Jimmy V Coates

Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)  
 SW 1/4 SEC 17 T3N R8E

Complete legal on page \_\_\_\_\_ of document.

REFERENCE NUMBER(S) of Documents assigned or released:  
 Vol B Plats Page 116

Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER  
 03 - 08 - 17 - 3 - 0 - 1480

Property Tax Parcel ID is not yet assigned  
 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.

Drainage facilities MAINTENANCE AGREEMENT

THIS AGREEMENT made this 9th day of Jan, 2008 for the purpose of establishing a policy and procedure for maintenance of all drainage facilities common to several parcels of property described herein and between the owners of records, hereinafter referred to as "landowners", of the following described parcels of real property located in Skamania County, Washington and more particularly described as:

SEE ATTACHED EXHIBIT "A"

The landowners agree to provide for the maintenance of all drainage facilities common to the above-described real property as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE

1. That all drainage facilities shall be maintained in as satisfactory and usable condition as is practical.

Said maintenance shall include the following:  
trenching along the side of said road to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B(2) METHOD OF ASSESSING COSTS.

Costs for the drainage facilities described herein shall be assessed equally among all landowners served by said drainage facilities regardless of lot size.

C. METHOD OF COLLECTION.

The landowners shall establish an account at a reputable bank or financial institution designated as Riverview Savings, Stevenson Account for the deposit and disbursement of all funds for the maintenance of the drainage facilities. Each landowner shall contribute to this account on such dates as the landowners may from time to time unanimously decide upon, but in any event, no less often than annually. The landowners may designate a Treasurer among them to administer such account, provided, however, that at least two landowners shall be named on the account.

**D. DISBURSEMENT OF FUNDS.**

Upon agreement of a majority of the landowners to perform maintenance on drainage facilities, funds shall be disbursed within thirty (30) days of billing to any provider of road maintenance service or materials by the landowner designated as Treasurer.

**E. NON-PAYMENT OF COSTS - REMEDIES**

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 to the drainage facilities maintenance account for each day of delinquency. After ten (10) days written notice to the landowner, any or all of the 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.

**F. 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.

**G. SEVERABILITY.**

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

Billy B Coates  
Landowner

\_\_\_\_\_  
Landowner

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EXHIBIT A

Real property located in Skamania County, State of Washington, and legally described as follows:

Assessor's Parcel No.: 03 08 17 3 0 1400 00

Lot 4, GARRETT ANTHONY SHORT PLAT, Book 3, Page 306, Skamania County records, Skamania County, Washington.

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