

150801

BOOK 252 PAGE 760

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Planning Dept.*  
OCT 20 4 53 PM '03  
*Looney*  
J. MICHAEL BIRVISON

*AND WELL*  
ROAD MAINTENANCE AGREEMENT  
Winona Hopkins, 10412 Washougal River Road, Washougal, WA 98671  
Assessors Tax Parcel No.: 02-05-32-3-0-0800-00

Recorded   
Indexed   
Filed   
Date

Whereas, Winona Hopkins is the owner of the following described real estate in Skamania County, State of Washington

Lots 1 & 2 of HOPKINS SHORT PLAT, in N $\frac{1}{2}$  SW $\frac{1}{4}$ , Sec. 32, T2N, R5E, W.M., Skamania County, Washington as shown on the map thereof recorded in Book 13 at Page 431 of Short Plats on 10/20/03, AP# 150800 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 *and well* 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.

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

C. METHOD OF COLLECTION.

The landowners shall establish an account at a reputable bank or financial institution designated as Account for the deposit and disbursement of all funds for the maintenance of the road. 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 a private road, funds for road maintenance 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 road maintenance account 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.

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.

Winona Hopkins Owner  
Owner

State of Washington  
County of Shawano ss

On this day personally appeared before me Winona Hopkins  
to me known to be the individual(s) described in and who executed the within and acknowledged to me that  
she signed the same as her free and voluntary act and deed for the purposes therein mentioned.  
Given under my hand and official seal this 2nd day of November, 2001.  
Notary Public in and for the State of Washington, residing at Shawano  
My commission expires 9/1/02



Teri L. Mickel