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BOOK 253 PAGE 360

LeRoy and Darlene Goodrich
121 Goodrich Road
Carson, WA 98610

FILED FOR RECORD
STATE OF WASH
BY *Planning Dept.*

Oct 28 4 32 PM '03

Q. Leroy
AUDITOR
J. MICHAEL GARRISON

Document Title(s) or transactions contained herein:	
Stormwater Facilities Maintenance Agreement	
GRANTOR(S) (Last name, first name, middle initial)	
Leroy and Darlene Goodrich	
<input type="checkbox"/> Additional names on page 1 of document.	
GRANTEE(S) (Last name, first name, middle initial)	
Stacey Acres Subdivision	
<input type="checkbox"/> Additional names on page of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
NW 1/4 of the NE 1/4 of Section 20, Township 3 North, Range 8 East Willamette Meridian	
<input type="checkbox"/> Complete legal on page 1 of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
Stacey Acres Subdivision, recorded in Volume <u>B</u> , Page <u>118-9</u>	
<input type="checkbox"/> Additional numbers on page of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-08-20-2-1-0409-00	
<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.	

STORMWATER FACILITIES MAINTENANCE AGREEMENT

THIS AGREEMENT made this 7th day of JULY, 2003 for the purpose of establishing a policy and procedure for maintenance of all stormwater 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:

Lot 2 of the John Bastrom Short Plat No. 2 as recorded in Book 2, Page 140A of Short Plats, lying in the NW 1/4, NE 1/4, Section 20, Township 3 North, Range 8 East, W.M., Skamania County, Washington.

Tax Parcel #03-08-20-2-1-0408-00

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

A. Type and Frequency of Maintenance.

1. That all stormwater facilities shall be maintained in a satisfactory and usable condition as per the original design.

Said maintenance shall include the following:

Trenching, excavation, and sediment removal along the sides of Stacey Lane, within the detention pond, and within containment ditches to provide for surface water runoff, where necessary and deemed appropriate by all landowners.

B. Method of Assessing Costs.

Costs for the maintenance of the stormwater facilities described herein shall be assessed equally among all landowners served by said stormwater facilities 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 stormwater 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, 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 the stormwater facilities, funds shall be disbursed within thirty (30) days of billing to any provider of 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 stormwater 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.
- F. Appurtenance to the Land.
This agreement shall be binding on all heirs, successors or assigns of any landowner and shall be appurtenant to all subsequent divisions of land herein described.
- G. Severability.
If any provision of the agreement is held invalid for any reason, the remainder of this agreement is not affected.

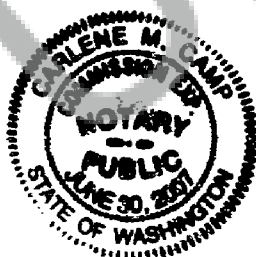
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

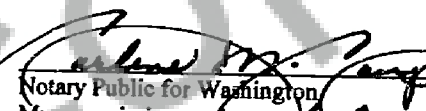
SIGNED:


CASCAD E EQUIPMENT AND DEVELOPMENT, LLC
Leroy Goodrich, Manager

STATE OF WASHINGTON)
County of Skamania) ss.

This instrument was acknowledged before me on this 7th day of July, 2003, by Leroy Goodrich as Manager of Cascade Equipment and Development, LLC.




Notary Public for Washington
My commission expires: 6-30-07

<misn.393>
W.O.#10480