

WHEN RECORDED RETURN TO:

James P. and Linda S. Borup
141 Wedrick Road
Stevenson, WA 98648

DOCUMENT TITLE(S)

Road Maintenance Agreement

REFERENCE NUMBER(S) of Documents assigned or released:

AFN# 2009173058

AFN# 2009173059

☐ Additional numbers on page _____ of document.

GRANTOR(S):

James P. and Linda S. Borup

☐ Additional names on page _____ of document.

GRANTEE(S):

Owners, Successors, Assignees, and Heirs

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

Lot 1, Lot 2, and Lot 3 of J & L Short Plat

☐ Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

03-08-27-4-0-0401-00

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Return Address

James P. and Linda S. Borup
141 Wedrick Road
Stevenson, Wa 98648

ROAD MAINTENANCE AGREEMENT

For
E. Viewpoint Road

Grantors: James P. and Linda S. Borup

Grantees:

The landowners of lots served by Viewpoint Road [The easement of said road is recorded at *AFN 2009173058*
Book _____ and Page _____ of the records of Skamania County, Washington] agree to provide for the
maintenance of Viewpoint road as follows:

A. TYPE AND FREQUENCY OF MAINTENANCE

On or about June 1 of each year the owners of the lots served by this road shall meet to determine what
maintenance is required to keep Viewpoint road in good usable condition as determined by a majority of
votes, with each lot having one vote.

B. METHOD OF ASSESSING COSTS.

Costs for road maintenance shall be prorated according to that portion of the road used by each parcel,
divided by the number of parcels using that portion of the road. Suppose, for example that a lot uses 300
feet of the road, and the total length of the road is 600 feet, and there are 3 lots using that part of the road.
Then that lots portion of the total maintenance costs for that road are 1/2 (proportion on total length)
divided by 3 (number of lots using that portion of the road), or 1/6 of the total cost for maintaining the road.

C. METHOD OF COLLECTION

The landowners shall establish a fund and appoint a treasurer to collect such funds as they decide, by
majority vote, are necessary for the proper maintenance of Viewpoint Road. The landowners shall also
decide, by majority vote, when such funds are to be paid to the Treasurer.

D. DISBURSEMENT OF FUNDS.

The Treasurer shall disburse funds for approved road maintenance within thirty (30) days of receipt of
billing by the provider of said maintenance.

E. DAMAGE LIABILITY

If one of the landowners (including, but not limited to, their guest, employees or agents) inflicts damage to
the road, other than normal wear and tear, the landowner is solely responsible to pay for the cost of
repairing that damage to the road

F. NON-PAYMENT OF COSTS-REMEDIES

Any landowner who becomes more than thirty days delinquent in the payment of funds due under this agreement shall pay a late fee of \$1.00 per day to the road maintenance fund. Twenty one (21) days after written notice of delinquency to the landowner, any, or all, of the landowners shall be entitled to seek any remedy available at law for money owed. The prevailing party in such a lawsuit shall be entitled to a judgment against the non-prevailing party for all attorney fees or costs incurred in the collection of money owed, either before, or after the suit is filed.

G. APPURTENANCE TO THE LAND

This agreement shall be binding on all heirs, successors and/or assigns of any landowner and shall be appurtenant to the parcels of land described herein.

H. SEVERABILITY

If any provision of this agreement is held to be invalid for any reason, the remainder of this agreement shall remain in full force and effect.


James P. Borup Landowner


Linda S. Borup Landowner


Landowner

Landowner

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared before me James P. Borup & Linda S. Borup To me
Known as the individual(s) described in and who executed the within and foregoing instrument
And acknowledge that they signed the same as their free and voluntary act and deed, for the uses
And purposes therein stated.

Given under my hand and official seal this 13th day of March, 2008


NOTARY PUBLIC in and for the
State of Washington, residing at
Steverson

Amy Price

My commission expires July 1, 2010

