

PRIVATE ROAD AGREEMENT

This agreement made this 18th day of August, 1987, for the purpose of establishing a policy and procedure for maintenance of the private road common to several parcels of real property located in Skamania County, Washington, and more particularly described as:

- | | |
|---|--------------------|
| 1: NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel One (1)] |
| 2: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel Two (2)] |
| 3: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel Three (3)] |
| 4: S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M. | [Parcel Four (4)] |

The private road common to the above-described real property shall be maintained at no cost to Skamania County, as per Skamania County Code, Chapter 12.03. The landowners agree to provide for the maintenance of the private road as follows:

A. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined by the landowners.

B. MAINTENANCE, COLLECTION & DISBURSEMENT

The type of maintenance required and method of collection and disbursement of funds shall be determined by the mutual agreement of all the landowners. Assessed costs for road maintenance shall become due and be collected at completion of the work.

C. NON-PAYMENT OF COSTS--REMEDIES

Thirty (30) days after default on agreed-upon road maintenance expenses, 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 hereinabove described.

PARCEL ONE (1)

John K. Fisher
Vivian L. Fisher

PARCEL TWO (2)

William J. Fisher

PARCEL THREE (3)

John K. Fisher
Vivian L. Fisher

PARCEL FOUR (4)

John K. Fisher
Vivian L. Fisher

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PRIVATE ROAD AGREEMENT

This agreement made this 18th day of August, 1987, for the purpose of establishing a policy and procedure for maintenance of the private road common to several parcels of real property located in Skamania County, Washington, and more particularly described as:

- | | |
|---|--------------------|
| 1: NW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel One (1)] |
| 2: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel Two (2)] |
| 3: NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M.; | [Parcel Three (3)] |
| 4: S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, T4N, R9E, W.M. | [Parcel Four (4)] |

William D. Fisher

The private road common to the above-described real property shall be maintained at no cost to Skamania County, as per Skamania County Code, Chapter 12.03. The landowners agree to provide for the maintenance of the private road as follows:

A. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed proportionately among all landowners according to the distance which each landowner must necessarily travel on said private road. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined by the landowners.

B. MAINTENANCE, COLLECTION & DISBURSEMENT

The type of maintenance required and method of collection and disbursement of funds shall be determined by the mutual agreement of all the landowners. Assessed costs for road maintenance shall become due and be collected at completion of the work.

C. NON-PAYMENT OF COSTS--REMEDIES

Thirty (30) days after default on agreed-upon road maintenance expenses, 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 hereinabove described.

PARCEL ONE (1)
John K. Fisher
Vivian L. Fisher

PARCEL TWO (2)
William D. Fisher

William D. Fisher

PARCEL THREE (3)
John K. Fisher
Vivian L. Fisher

PARCEL FOUR (4)
John K. Fisher
Vivian L. Fisher

PRIVATE ROADWAY AGREEMENT

STATE OF WASHINGTON

County of Klickitat

I certify that I know or have satisfactory evidence that William G Fisher
signed this instrument and acknowledged it to be his free and voluntary act
for the uses and purposes mentioned in the instrument.

Dated: 18 August 1987

Vern McAntow
Notary Public
Residing in Bingen
My appointment expires: July 25, 1991

FILED FOR RECORD
SKAMIA CO. WASH
BY Clarence Dept.
Dec 28 11 36 AM '87
E. McPhee
AUDITOR
GARY H. OLSON

GRAVEL CREEK
PRIVATE ROADWAY AGREEMENT

THIS AGREEMENT made this 1st day of Sept., 1987, for the purpose of establishing a policy and procedure for maintenance of the private road common to two parcels of real property located in Skamania County, Washington, and more particularly described as:

That portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township Four North, Range Nine East, W.M., more specifically described as LOT Numbers two (2) and three (3) of the FISHER Short Plat within said NE $\frac{1}{4}$ NE $\frac{1}{4}$.

The private road common to the above-described real property shall be maintained at no cost to Skamania County, as per Skamania County Code Chapter 12.03. The landowners agree to provide for the maintenance of the private road as follows:

A. METHOD OF ASSESSING COSTS

Costs for the road maintenance described herein shall be assessed proportionately between both landowners according to the distance which each landowner must necessarily travel on said private road. The amount of costs assessed per unit of road distance shall be developed according to the maintenance needs of the road as determined by the landowners.

B. MAINTENANCE, COLLECTION & DISBURSEMENT

The type of maintenance required and method of collection and disbursement of funds shall be determined by the mutual agreement of the two landowners. Assessed costs for road maintenance shall become due and be collected at completion of the work.

C. NON-PAYMENT OF COSTS--REMEDIES

Thirty (30) days after default on agreed-upon road maintenance expenses, the other landowner 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 hereinabove described.

LOT NUMBER 2

John R. Fisher
Vivian L. Fisher

STATE OF WASHINGTON
County of SKAMANIA

LOT NUMBER 3

John R. Fisher
Vivian L. Fisher

I certify that I know or have satisfactory evidence that JOHN R. FISHER signed this instrument and acknowledged it to be VIVIAN L. FISHER free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 9/1/87

Barbara J. Reber
My appointment expires:

STATE OF WASHINGTON
County of SKAMANIA

I certify that I know or have satisfactory evidence that JOHN K. FISHER AND
VIVIAN L. FISHER signed this instrument and acknowledged it to be
free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: SEPT. 1, 1987

Barbara J. Gicher
Notary Public

My appointment expires: 12/28/90



Unofficial Copy