

SERENITY LANE

PRIVATE ROAD AGREEMENT

119350

BOOK 142 PAGE 938

This agreement made this 15 day of JULY, 1992, 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: N 1/2 SW 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M.; Parcel One (1)
- 2: S 1/2 SW 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M.; Parcel Two (2)
- 3: W 1/2 SE 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M.; Parcel Three (3)
- 4: E 1/2 SE 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M.; Parcel Four (4)
- 5: ~~NE 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M.~~ WHICH Parcel Five (5)
- ~~6: N 1/2 NE 1/4 SE 1/4 NE 1/4 of Section 22, T4N, R9E, W.M. Parcel Six (6)~~

LIES SOUTH OF OKLAHOMA ROAD.

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.

Registered p  
Indexed, Dir p  
Indirect p  
Filed p  
Mailed p



PARCEL ONE (1)

William George Fisher  
WILLIAM GEORGE FISHER  
ABOVE IS SOLE OWNER THIS PARCEL

PARCEL TWO (2)

William George Fisher  
WILLIAM GEORGE FISHER  
ABOVE IS SOLE OWNER THIS PARCEL

PARCEL THREE (3)

John K. Fisher, Trustee  
Vivian L. Fisher, Trustee

PARCEL FOUR (4)

John K. Fisher, Trustee  
Vivian L. Fisher, Trustee

PARCEL FIVE (5)

John K. Fisher, Trustee  
Vivian L. Fisher, Trustee

PARCEL SIX (6)

John K. Fisher, Trustee  
Vivian L. Fisher, Trustee

STATE OF FLORIDA  
County of MONROE

I certify that I know or have satisfactory evidence that WILLIAM GEORGE FISHER signed this instrument and acknowledged it to be HIS free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JULY 15, 1992  
NOTARIZED THIS DATE FOR  
PARCELS (1) & (2) ONLY

William G. Fisher  
Notary Public WILLIAM GEORGE FISHER  
My appointment expires: AA-251352

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Planning Dept.

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: APRIL 2, 1994  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MAY 4 4 48 PM '91  
P. Lowry  
AUDITOR  
GARY M. OLSON

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 thier free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 29, 1992

Diane R. Arce  
Notary Public  
Residing in Cook, WA  
My appointment expires: 12-19-95

