

ROAD MAINTENANCE AGREEMENT

123085

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THIS AGREEMENT, made and entered into this 19 day of August 1995, by and between Harry Denis Reeves, Alvin A. and Ruby J. Colbert, and Edward A. and Darla D. Colbert pertaining to said easement located in Skamania County, in the State of Washington. Said easement legal description attached hereto as EXHIBIT "A"

WHEREAS, the landowners are desirous of entering an agreement pertaining to the maintenance of said easement;

- (1) That each of the landowners hereto agree to use said easement in such manner as not to block the same, so that such other members shall be unable to use said easement; that the use of the respective parties of said easement shall be commensurate with the others' use.
- (2) That the use of this easement in connection with other land and easements is prohibited and to create a through road or "loop" between public roads is prohibited.
- (3) That no landowner shall undertake to expend any sum for improvement of said road without consent of the other parties involved. It being the agreement of the landowners hereto that any landowner can make repairs when it is deemed necessary in order to maintain said road easement in a reasonable condition. Any further maintenance or improvements shall be shared equally by all landowners and must have written permission from each landowner to make such improvements.
- (4) That in the use of said easement, the landowners agree that nonemaking vehicles such as Four Wheelers, Snowmobiles, etc., may be used for recreational purposes. If said road is substantially damaged by the activities of one landowner (including all related parties) that landowner shall be responsible for repairing the damage at his own expense.
- (5) That no property shall be used or maintained as a dumping ground for discarded equipment, rubbish, trash, garbage or similar condition.
- (6) That this agreement shall be binding on the respective heirs, assigns and successors in interest of the landowners hereto, and shall be deemed as a covenant running with the land, and any changes in the covenants and restrictions must have a majority vote of the landowners involved.
- (7) Any new construction of homesites needing to use said easement must have majority vote of the landowners involved.

(8) That in the event the landowners are unable to agree as to any matter covered by this agreement, including specifically, but not limited to, the necessity for road repair work or road maintenance work, the dispute shall be settled by a single arbiter who shall direct any settlement he deems equitable under the circumstances. The arbiter shall be

RECORDER'S NOTE: EXHIBIT "A" NOT
ATTACHED AT TIME OF RECORDING.

Signature	_____
Witness, by	_____
Indirect	_____
Filed	_____
Dated	_____

appointed by the presiding judge of the Skamania County Superior Court upon request of any party having a right to use the road. The decision of the arbiter shall be final and binding and not subject to appeal. The decision may be enforced by any party having an ownership interest in the land charged with cost maintaining and repairing the road and easements on the road in any court competent jurisdiction in Skamania County, Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorneys fees in an amount to be set by the Court.

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Parties: Frank Warner Rennie

W. H. Colborn

Barney J. Coehert

Edw. Albert

Barbara E. Coehert

Signed and sworn to before me this

19 day of August, 1935

Cluettie L. Katynia

Notary Public in and for the State of Washington



FILED FOR RECORD
SKAMANIA CO. WASH.
BY Debra Colborn

AUG 21 10 49 AM '35

R. Johnson

AUDITOR

GARY H. OLSON