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BOOK 224 PAGE 475

RETURN TO:
HUGH LEWIS, ATTORNEY AT LAW, P.C.
114 W. Magnolia Street #414
Bellingham, WA 98225

REAL ESTATE EXCISE TAX

N/A

MAY 22 2002

PAID

[Signature]
SKAMANIA COUNTY TREASURER

FILED
SKAMANIA CO. TITLE

MAY 22 9 51 AM '02

[Signature]

J. MICHAEL GARVISON

TITLE OF DOCUMENT:

COVENANT, EASEMENT, JOINT USE AND ROAD
MAINTENANCE AGREEMENT

GRANTOR(s):

van HOY (Roger & Jan), BOWMAN (Mark & Madeleine)
SIEVERS (Mike & Diane), REUTER (Dave & Kim)

GRANTEE(s):

COLUMBIA LAND TRUST, and ALL GRANTORS

ABBREV. LEGAL DESCRIPTION:

LOTS 1, 2, 3, 4 AND REMAINDER LOT, COUNTY
LINE TRACTS, B3 pages 228 and
APPEARS ON P. 9

ADDITIONAL LEGAL:

ASSESSOR'S PARCEL NO(s): 02-05-31-3-0- 0100

0101 + 0103
0102 + 0104

COVENANT, EASEMENT, JOINT USE AND ROAD MAINTENANCE AGREEMENT

This Agreement is entered into this 8 day of May, 2002, by and between: Roger van Hoy & Jan van Hoy, husband and wife, Mark Bowman & Madeleine Bowman, husband and wife, Mike Sievers & Diane Sievers, husband and wife, and Dave Reuter & Kim Reuter, husband and wife, said parties hereinafter being collectively referred to as "Grantor", and COLUMBIA LAND TRUST, hereinafter referred to as "Grantee"). Each party hereto shall also be known as an "Owner".

RECITALS

WHEREAS, the parties hereto own adjoining parcels of real property in Skamania County, Washington, described as follows:

Grantee's Parcel: See attached Exhibit A.

Grantor's Parcels: See attached Exhibit B.

WHEREAS, Among themselves, the parties own all five Parcels created in 1993 by recordation of the "County Line Tracts" Short Plat at B3 p228, records of Skamania County, Washington, which Short Plat was amended by the parties or their predecessors by a survey map recorded in 1995 at B3 p272, records of Skamania County, Washington (the "Amended Map"). Neither the original Short Plat nor the Amended Map unequivocally grants easement rights to the

clear that any of the Owners have a right to use such private roadways for passage beyond their Parcels, or for the installation of utilities serving their respective Parcels. The parties have agreed among themselves that these shortcomings should be rectified in the manner set forth below in this Agreement.

WHEREAS, an instrument entitled "Road Maintenance Agreement of County Line Tracts" was recorded at Auditor's File # 117441, records of Skamania County, Washington. Said instrument contained no legal description, but purported to establish maintenance responsibilities among the five Parcels depicted on the original Short Plat. Said Road Maintenance Agreement was not modified in 1995 when the locations and boundaries of several Parcels within the Short Plat were re-configured, in spite of the fact that any logic appearing in the 1993 Road Maintenance Agreement for the apportionment of maintenance responsibilities among the Parcels was destroyed in 1995 by the re-configurations appearing in the Amended Map. The parties have agreed among themselves that the formulas for apportioning such responsibility appearing in the 1993 Road Maintenance Agreement shall no longer apply, and that the provisions appearing below in this Agreement shall govern the parties' respective rights and responsibilities.

WHEREAS, two sets of Covenants were recorded to affect title to the Lots in County Line Tracts. The first was recorded at Auditor's File # 117440, records of Skamania County, Washington. The second was recorded at Auditor's File # 122205, records of Skamania County, Washington. There has been controversy among the parties as to which set of Covenants should bind the several Lots. The parties agree that the second set of Covenants should govern the parties' respective rights and responsibilities.

WHEREAS, the several parties wish to settle and resolve any and all controversies and ambiguities existing with reference to the foregoing.

NOW, THEREFORE, for and in consideration of the proper and neighborly resolution of the several matters described above, for the mutual benefit of the parties hereto and their respective parcels of property hereinafter described, and for other good consideration, the receipt and sufficiency of which are hereby acknowledged, each Owner conveys and grants to the Grantee, and the several Owners further agree, as hereinafter provided:

EASEMENT AND AGREEMENT

1. Grantor hereby grants to Grantee, for the benefit of the Grantee's Parcel, and each Owner comprising the Grantor grants to each and every other Owner comprising the Grantor, for the benefit of each and every Parcel owned by such Owners, a perpetual non-exclusive roadway easement, 30 feet in width, subject to the terms and provisions of this Agreement, for vehicular, pedestrian and equestrian ingress, egress and utilities, on, over, under and across those portions of the Owners' Parcels upon which any private roadway is depicted on the Amended Map, a copy of which is attached hereto as Exhibit D, which is marked to show road names.

2. The parties to this Agreement, acting together as the "County Line Tracts Road Maintenance Association" (which shall be known herein as the "Association"), agree to construct, improve, maintain, repair and replace the roadway as necessary to keep it in good condition for their mutual use and benefit, so that it may properly serve normal residential use of the several Parcels, including use by public or private emergency vehicles, and vehicles accessing the Grantee's Parcel, all of which are specifically permitted to use the roadway.

3. The Members of the Association, or their designees, agree to inspect the roadway in the second quarter of each year to determine by majority agreement the nature and scope of any needed maintenance or repairs. Until Grantee's Parcel becomes improved, Grantee shall have no vote. Any necessary maintenance or repair work shall be performed by a licensed, bonded contractor doing business in Skamania County, Washington chosen by majority agreement of the Owners.

4. The Owners of the above-described Parcels shall each bear a fractional percentage of the total cost of maintenance and repair of the roadway, which shall be known as that party's "Maintenance Share". The Maintenance Share of each Owner is generally calculated in proportion to the lineal footage of the roadway normally used by such Owner for ingress and egress to his, her or its improved Parcel, as indicated on the attached Exhibit C. If any Owner, or the invitee, licensee or agent of an Owner should damage any portion of the roadway to a degree beyond ordinary wear and tear, said Owner shall promptly take action to repair said damage in a competent manner. In the event that said Owner does not complete repairs within fourteen days of the occurrence of such damage, the Association may cause the damage to be repaired. The costs of repairing such damage shall constitute a portion of the Maintenance Share of such Owner and shall be due and payable within thirty days following the presentation of an invoice or bill therefore, presented either by the contractor doing the work or by any party, including the Association, who has paid the contractor for such work.

5. Upon completion of spring maintenance to the roadway, the Owners' respective liabilities for Maintenance Share shall be determined in accordance with the formulas appearing on Exhibit C. The Owners of the Parcels shall each pay their respective Maintenance Share for such costs within 30 days of presentation of an invoice or bill therefor presented either by the contractor doing the work or by any other party who has paid the contractor for such work. Any portion of an Owner's Maintenance Share remaining unpaid longer than 30 days shall bear interest at the rate of 12% per annum or the rate charged by the contractor on the unpaid balance, whichever is greater. Alternatively, or in addition, the Owners may, by majority vote, agree to establish and maintain at a reputable financial institution a reserve fund designed to provide long-term maintenance and repair to the roadway and its associated drainage facilities. Such fund may be maintained in the name of "County Line Tracts Road Maintenance Association, for the use and benefit of the Owners thereof". In the event that such a reserve fund is established, the periodic assessments voted to fund same shall be deemed to constitute portions of the Maintenance Share of each Owner.

6. Properly allocated costs of maintenance and repair constituting an Owner's Maintenance Share shall be the personal obligation of each such Owner, and shall in addition constitute an equitable lien against such Owner's Parcel. If unpaid when due, this obligation may be

judicially enforced by the Association, or by any Owner(s) who have paid or have become obligated to pay the Maintenance Share of a defaulting Owner through an action for damages or in the manner prescribed by law for foreclosure of a mortgage of real property, at the option of the aggrieved party.

7. The location of the roadway may be changed by mutual agreement of all the Owners. Further, if consistent with applicable law or regulations, and after any required licenses, permits or other regulatory approvals have been obtained, the location of the roadway on any Owner's Parcel may be unilaterally changed, provided that the roadway's points of intersection with the roadway on any of the other Owners' parcels shall remain the same, and further provided that if the length of the roadway is materially increased by such modification, the Maintenance Share of the Owner(s) responsible for the modification shall be proportionately increased. The cost of any modifications or improvements made to the roadway above and beyond maintenance and repair shall be borne only as may be agreed between the Owners prior to construction of the improvements. If no agreement is reached prior to construction, the costs shall be borne entirely by the Owner desiring the modification or improvements.

8. Should any Owner lawfully subdivide its Parcel (or, with respect to a Parcel consisting of more than one buildable parcel, should such Owner sell one of those subparcels to a third party) then the subdividing / selling Owner's Maintenance Share shall be divided proportionally among the several buildable lots or subparcels so subdivided or sold at the time the cost is due and payable, and each such new Maintenance Share shall be paid by the owner of each such new lot or subparcel at such time as that lot or parcel becomes improved. Further, each such new lot or parcel, when improved, shall be entitled to a vote in the Road Maintenance Association.

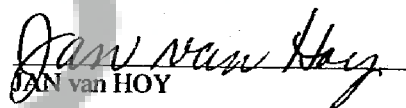
9. The Covenants recorded at Auditor's File # 122205, records of Skamania County, Washington shall bind and burden all the Parcels owned by the parties hereto. The Covenants recorded at Auditor's File # 117440, records of Skamania County, Washington, are hereby declared to be null, void and of no effect with respect to any of the Owners' Parcels.

10. The provisions of this Agreement shall benefit, burden, and run with the land of each of the Parcels above-described; the terms and provisions of this Agreement shall be binding upon and shall inure to benefit of each of the parties hereto, and of their respective successors, assigns, beneficiaries, grantees, devisees, heirs at law, next of kin, personal and legal representatives, without limitation.

IN WITNESS WHEREOF, the parties have executed this Easement and Agreement on the day and year first above written.

GRANTOR:


ROGER van HOY


JAN van HOY

Mark Bowman
MARK BOWMAN

Mike Sievers
MIKE SIEVERS

Dave Reuter
DAVE REUTER

Madeleine Bowman
MADELEINE BOWMAN

Diane Sievers
DIANE SIEVERS

Kim Reuter
KIM REUTER

GRANTEE: COLUMBIA LAND TRUST.

By M. J. Sub
Its Executive Director

STATE OF WASHINGTON)
CLARK) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Glen Lamb is the person who appeared before me, and said person acknowledged that (s)he signed this instrument, on oath stated that (s)he was authorized to execute the instrument and acknowledged it as the Executive Director of Columbia Land Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2002

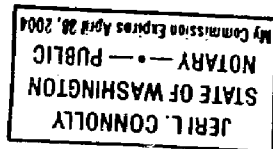
T. A. CLARK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 19, 2002

T. A. Clark
NOTARY PUBLIC in and for the State of Washington.
My Commission expires 8/19/02

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that ROGER VAN HDY is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

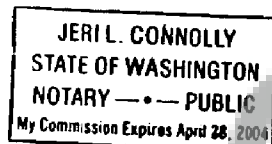


Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that JAN VAN HDY is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

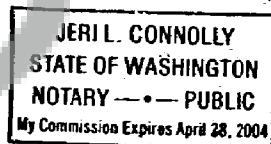


Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Mark Bowman is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002



Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Madeline Brimmer is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

JERI L. CONNOLLY
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires April 28, 2004

Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Mike Sievers is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

JERI L. CONNOLLY
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires April 28, 2004

Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Diane Sievers is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

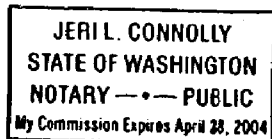
JERI L. CONNOLLY
STATE OF WASHINGTON
NOTARY —•— PUBLIC
My Commission Expires April 28, 2004

Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Dave Reuter is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002

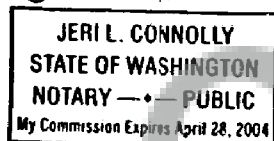


Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that Kim Reuter is the person who appeared before me, and said person acknowledged that (s)he signed this instrument and acknowledged it to be the free and voluntary act of such person for the uses and purposes mentioned in the instrument.

Dated: May 2nd, 2002



Jeri L. Connolly
NOTARY PUBLIC in and for the State of Washington.
My Commission expires April 28, 2004

Exhibit A

Grantee's Parcel

PARCEL A:

That portion of the Northeast Quarter of the Southwest Quarter of Section 31, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South 01°39'43" West along the East line of said Section 31, a distance of 367.61 feet to the True Point of Beginning; thence North 71°05'52" West, 445.94 feet; thence North 01°39'43" East 72.69 feet to the center of a 30 foot private road and utility easement; thence North 72°40'11" West, 137.49 feet; thence South 69°55'59" East 92.80 feet; thence South 48°56'48" West, 178.16 feet; thence South 55°13'16" West, 333.00 feet; thence South 47°24'14" West, 91.13 feet; thence South 68°55'54" East, 205.44 feet; thence South 04°36'04" West, 46.36 feet; thence South 28°13'47" West, 152.30 feet; thence South 35°02'59" West, 51.09 feet to the Northeasterly right of way line of S.R. 140' thence along said line, following the arc of a curve to the right having a radius of 460.00 feet, through a central angle of 20°13'55", an arc distance of 162.39 feet; thence South 29°03'15" East, 370.93 feet to the beginning of a curve to the left; thence following said curve to the left, having a radius of 284.99 feet, through a central angle of 25°56'47", an arc distance of 129.06 feet to the South line of the Northeast Quarter of the Southwest Quarter of said Section 31; thence South 89°40'22" East along said South line, 627.17 feet to the Southeast corner of said Northeast Quarter of the Southwest Quarter; thence North 01°39'43" East along the East line of said Northeast Quarter of the Southwest Quarter, 983.92 feet to the point of beginning.

PARCEL B

Together with and subject to a 30' road and utility easement as delineated on Amended Short Plat in Book 3 of Short Plats, page 228, and recorded under Auditor's File No. 123050.

Except that portion lying within the above described Parcel A.

Exhibit B

Grantors' Parcels

- Reuter Parcel: Lot 1, County Line Tracts, per Plat recorded at B3 p228, as amended by map recorded at B3 p272, records of Skamania County, Washington.
- Sievers Parcel: Lot 2, County Line Tracts, per Plat recorded at B3 p228, as amended by map recorded at B3 p272, records of Skamania County, Washington.
- Bowman Parcel: Lot 3, County Line Tracts, per Plat recorded at B3 p228, as amended by map recorded at B3 p272, records of Skamania County, Washington.
- van Hoy Parcel: Lot 4, County Line Tracts, per Plat recorded at B3 p228, as amended by map recorded at B3 p272, records of Skamania County, Washington.

Exhibit C

Schedule of Maintenance Shares

Maintenance Share responsibilities are as follows:

1. Starting from the Washougal River Road, the portion of the roadway crossing Lot 1 (approximately 140 feet) shall be shared:

- if Grantee's Parcel is unimproved, equally by Lots 1, 2, 3 & 4

- if Grantee's Parcel is improved with one or more residential structures, equally by Lots 1, 2, 3, 4 & Grantee's Parcel

2. Keystone Lane shall be maintained equally by Lots 1 and 2.

3. Eastwood Lane, from its intersection with Keystone Lane to the intersection of Lot 4's private driveway (approximately 700 ft.), shall be maintained:

- if Grantee's Parcel is unimproved, equally by Lots 3 & 4

- if Grantee's Parcel is improved with one or more residential structures, 7/15 by Lot 3, 7/15 by Lot 4 & 1/15 by Grantee's Parcel

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Exhibit D

Amended Map

A reduced copy of the Amended Map is attached hereto, marked so as to show the names of the private roadways described in this Agreement.

