

Return Address:

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Doc # 2007167128  
Page 1 of 2  
Date: 08/02/2007 03:05P  
Filed by: CNA INVESTMENTS LLC  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
SKAMANIA COUNTY AUDITOR  
J MICHAEL GARVISON  
Fee: \$41.00

**Road Maintenance Agreement for 'Trink Drive'**

Trink Short Plat as Recorded in Book

AF 2007167127  
on Page

Section: 17 Township 3 Range 8 East

Assessor's Tax Parcel: 03-08-17-2-0-0110-00

Grantor(s): CNA INVESTMENTS LLC, ARVIN PARANJPE

Grantee(s): Trink Short Plat, Trink Drive, Carson, WA.

**MAINTENANCE AGREEMENT:**

1. The owners of each parcel of land bordering the north side only of 'Trink Drive' (4 parcels in all), including their successors in interest hereinafter "landowners" shall be responsible on a pro-rata basis for the cost of maintaining and repairing the road.
2. No signage or gates shall be permitted which would restrict or interfere with mutual use of said private road.
3. All landowners (including, but not limited to, his or her guests, employees or agents) shall be entitled to reasonable private usage of the entire roadway. The private road shall be used for the common benefit of all landowners.
4. If one of the landowners (including, but not limited to, his or her guest, employees or agents) inflicts damage to the road personally, or through having deliveries made (such as a truck making a delivery in wet weather), it is the sole responsibility of that landowner to pay for the cost of repairing the road to it's pre-existing condition.

5. The landowners that are bound by this agreement shall meet at that property on the first of April of each year (or at such time and place set by a majority vote).

Each year they shall:

- a. Decide what maintenance and repair work needs to be done the coming year.
- b. Decide who shall be in charge of arranging for the work to be done.
- c. Appoint a treasurer to collect each landowners share and pay the bills.

6. In the event the parties are unable to agree as to any matters covered by this agreement, including specifically but not limited to the necessity for road repair or road maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he/she deems equitable under the circumstances.

The arbitrator shall be appointed by the presiding Judge of the Skamania County Superior Court upon request of any party bound by this agreement. The decision may be enforced by any party bound by this agreement in any Court of competent jurisdiction in Skamania County, Washington and the losing party shall pay all costs in connection therewith, including reasonable attorney's fees in an amount to be set by the court.

7. This agreement shall be binding upon the heirs, successors or assigns hereof and shall be appurtenant to and run with the land described herein.

*James R. Ryan* Landowner  
*Brent Johnson* Landowner  
*Teresa M. Johnson* Landowner  
\_\_\_\_ Landowner



STATE OF WASHINGTON OR  
COUNTY OF Washington

On this day personally appeared before me *Kevin Pasanys, Brent Johnson, Teresa Johnson* to me known as the individual(s) described in and who executed the within and foregoing instrument and acknowledged 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 3 day of July, 2007

*[Signature]*  
Notary Public in and for the  
State of Washington, Residing  
At *Rainier, Oregon*  
My commission expires *April 9, 2010*