

WHEN RECORDED RETURN TO:
MURPHY LAW OFFICE, P.L.L.C.
P.O. BOX 368
TOPPENISH, WA 98948

ROAD MAINTENANCE AND INDEMNIFICATION AGREEMENT

921228

REFERENCE NUMBERS OF RELATED DOCUMENTS:

GRANTORS: 1. HANSEN, JEFFREY J.
2. GILLETTE, DARREN L.
GRANTEE: 1. STEVENSON HEIRS, INC.

LEGAL DESCRIPTION:

1. PRT GOV LOT 4, SEC. 16, T 1 N, R 5, E.W.M.
2. PRT NE 1/4 SEC. 16, T 1 N, R 5, E.W.M.

ASSESSOR'S PROPERTY TAX PARCEL NUMBERS:

1. 01-05-16-00-2000-00
2. 01-05-00-00-0100-00 1-5-16-2100

WHEREAS JEFFREY J. HANSEN, an unmarried person, and DARREN L. GILLETTE, an unmarried person, are the owners as tenants in common of the following described real estate situated in Skamania County, Washington:

A tract of land located in Government Lot 4 of Section 16, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point 814.3 feet South of the Northeast corner of said Section 16, said point being the Meander Corner between Section 15 and 16, Township 1 North, Range 5 East of the Willamette Meridian; thence South 45° West 257 feet; thence South 15°44' East 100.8 feet to the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way, said point being the initial point of the tract hereby described; thence South 65°37' West along the Southerly line of said right of way 460 feet; thence South 20°15' East 150 feet, more or less, to the low water line of the Columbia River; thence Easterly along the low water line of the Columbia River to a point South 15°44' East 90 feet, more or less, from the initial point; thence North 15°44' West to the initial point.

WHEREAS the above described property is served by an easement for ingress and egress and utilities over, along and across the following described property situated in Skamania County, Washington, owned by STEVENSON HEIRS, INC., a Washington corporation:

That portion of vacated Cape Horn Depot Road located in the Northeast Quarter of Section 16, Township 1 North, Range 5, East of the Willamette Meridian.

WHEREAS said easement was granted in consideration for the maintenance and repair of said roadway, and in consideration of the indemnification by grantees of the Grantor, as hereafter set forth,

NOW THEREFORE IN CONSIDERATION OF THE GRANT OF EASEMENT IT IS AGREED:

(1) As used herein, the term Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any portion of the above described property now owned by Jeffrey J. Hansen and Darren L. Gillette.

(2) As used herein, the term Good Condition shall mean sufficient to provide a reasonably adequate road surface, free from any condition that affects the general soundness of the road. The presence of ruts or a "washboard" shall indicate that the road is not in good condition.

(3) The owner shall maintain, care for, and repair the roadway and keep it in good condition.

(4) The owner shall pay all costs of any such repair or maintenance, and any improvements.


(5) The owner shall defend, indemnify, and hold harmless STEVENSON HEIRS, INC., a Washington corporation, its shareholders, officers and directors, and its successors and assigns, from and against all costs of repair and maintenance of the roadway, and any improvements thereto.

(6) The owner shall defend, indemnify and hold harmless STEVENSON HEIRS, INC., a Washington corporation, its shareholders, officers and directors, and its successors and assigns, from and against any and all claims, costs, judgments and damages, including attorney's fees, arising out of or resulting from a failure to maintain or repair the roadway or to keep it in good condition.

(7) The covenants contained herein shall be appurtenant to and run with title to the above described real property and shall be binding upon all owners of the said property and any portion thereof.

(8) In any legal action brought to enforce any of the provisions of this agreement, the prevailing party shall be awarded its reasonable attorney fees and costs.

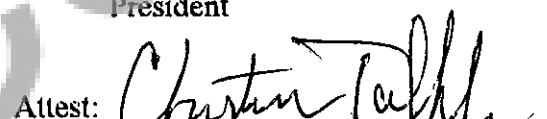
DATED this _____ day of September, 2004.


JEFFREY J. HANSEN


DARREN L. GILLETTE

STEVENSON HEIRS, INC.

By: 
MICHAEL STEVENSON
President

Attest: 
CHRISTIAN TOLLEFSON,
Secretary

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that JEFFREY J. HANSEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6 day of October ~~September~~, 2004.

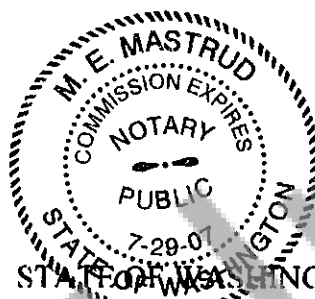


M. E. MASTRUD
Notary Public in and for the State of Washington, residing
at None My appointment expires 7-29-07.

STATE OF WASHINGTON)
COUNTY OF Clark) ss.

I certify that I know or have satisfactory evidence that DARREN L. GILLETTE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 6 day of October ~~September~~, 2004.



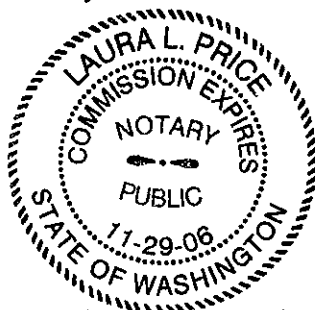
M. E. MASTRUD
Notary Public in and for the State of Washington, residing
at None My appointment expires 7-29-07.

STATE OF WASHINGTON)
COUNTY OF PACIFIC) ss.

On this 29 day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MICHAEL STEVENSON to me known to be the President of STEVENSON HEIRS, INC. the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed

of said corporation, for the uses and purposes mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

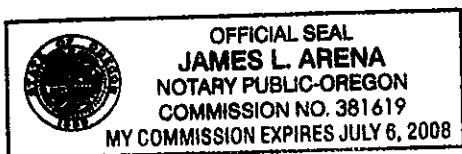


Laura Price
Notary Public in and for the State of Washington, residing
at Love Beach. My appointment expires 11/29/06.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 29th day of September, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CHRISTIAN TOLLEFSON to me known to be the Secretary of STEVENSON HEIRS, INC. the corporation that executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



James L. Arena
Notary Public in and for the State of Oregon, residing at
818 SW 3rd, Portland. My appointment expires July 6, 2008.