

Return Address:

MITCH PATTON
PO BOX 1101
CARSON WA

Document Title(s) or transactions contained herein: ROAD MAINTENANCE AGREEMENT	
GRANTOR(S) (Last name, first name, middle initial) HOFFMAN JAMES TRUSTEE	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) PATTON MITCH ETAL	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) S2 SW4 SEC 32, T2N, R5E	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 1-5-5-2-2-700 1-5-5-100	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

After recording return to:

Malcolm E. Johnson
211 E. McLoughlin Blvd
Suite 110
Vancouver, WA 98663-3368

ROAD MAINTENANCE AGREEMENT

1. Effective Date: October ____, 2004
2. Parties: James Hoffman, Trustee of the James Hoffman Revocable Living Trust, whose address is 4082 Canyon Creek Road, Washougal, WA 98671 (herein "Hoffman");

Mitch Patton, a married man and Luella B. Patton, a single woman, whose address is P.O. Box 1101 Carson, WA 98610 (herein "Patton"),

3. Recitals:

A. The undersigned parties are owners of real property located in Skamania County, Washington, as follows: Hoffman is the owner of the real property legally described in Exhibit "A"; Patton is the owner of the real property legally described in Exhibit "B." A "Sketch for Mitch Patton" showing the approximate easement location is attached hereto as Exhibit "C." Exhibits "A," "B," and "C" are incorporated herein by these references.

B. The parties desire to memorialize their understanding regarding the access road and easement for a common driveway serving both the Hoffman and Patton real properties legally described in Exhibit "A" and Exhibit "B" and to provide for the maintenance of the private roadway improvement upon such easement.

C. The parties acknowledge that a survey performed by Hagedorn, Inc., attached hereto as Exhibit "D" and incorporated herein by reference, accurately describes the approximate location of the access road which serves as a common driveway for the parcels described in Paragraph 3.A.

Attached and incorporated herein as Exhibit "E" is the legal description of the private road access easement subject to this Agreement and serving the Hoffman and Patton real properties described in Paragraph 3.A.

D. The parties acknowledge Hoffman's ownership of the section of the Road description labeled "Section C" belongs to Hoffman only by prescription and is not part of his fee.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

4. Run with the Land: This Agreement is perpetual and shall run with the land and shall be binding upon and inure to the benefit of all parties hereto, their successors and assigns, heirs, legal representatives, and all other persons claiming under them, and shall be a part of all transfers and conveyances of the subject property.

5. Agreement Regarding Maintenance: The parties to this Agreement expressly acknowledge and agree to their willingness and responsibility for the maintenance, care and upkeep of the mutual access road serving their respective properties. The parties agree that the subject roadway shall be maintained in a good and passable condition under all weather conditions. The access roadway shall be minimally maintained in the condition existing upon the effective date of this Agreement. Notwithstanding the foregoing, the parties may unanimously agree to install roadway improvements beyond those currently existing as the need may arise.

In October of each year, the parties agree to hold and participate in a joint meeting to discuss the condition of the mutual roadway, the necessity and costs of any roadway repair, and the steps and procedures for completing any necessary repairs. All costs and expenses (i.e., repairs to culvert, or to erosion or slide) incurred in maintaining and repairing the mutual roadway to the standard set forth in the immediately preceding paragraph, shall be apportioned Pro Rata, based upon the distance each party travels along the roadway for ingress and egress in relation to the total distance all parties travel on the road for ingress and egress, unless otherwise agreed. Notwithstanding the foregoing, each party reserves the right to complete any additional maintenance, repair or restoration to the subject roadway as they may desire; or to make improvements as required by the County if a party decides to shortplat, but the expense of such additional improvements shall be the sole financial responsibility of the installing party. Any party desiring to initiate roadway maintenance or repairs shall confer with other parties to this Agreement prior to instituting such action. In the event any party decides to Short Plat or Subdivide, no additional parties may use this road without first signing this Road Maintenance Agreement, and any deeds and/or subdivision plans shall reference this Road Maintenance Agreement.

The parties to this Agreement shall have the right to collect assessments for the maintenance and repair of the roadway as set forth in this Agreement, and the parties shall have the right to contract with suitably qualified persons, corporations, partnerships or other business entities for the undertaking of projects and work to maintain and repair the subject roadway. The parties also reserve the right to take any reasonable action which is necessary to carry out the terms of this

Agreement.

Each party agrees to exercise their best efforts to avoid undue damage or abuse to the subject roadway. Any damage to the roadway due to new construction or abuse by any party to this Agreement shall be the party's sole responsibility to repair at their own expense.

6. Enforcement: Upon default of any party in the performance of their obligations under this Agreement, other parties to this Agreement may seek specific performance pursuant to the terms of this Agreement, damages, or any other remedy allowed by law.

7. Dispute Resolution: In the event the parties to this Agreement are unable to agree as to any matter covered by this Agreement, including but not limited to the necessity of any roadway maintenance or repair work, the assessment of maintenance and repair expenses, or any other matter, and dispute shall be settled by a single arbitrator who shall direct any settlement or agreement deemed equitable under the circumstances. The arbitrator shall be appointed by a judge of the Skamania County Superior Court upon request of any party having a right to use the subject roadway. The decision of the arbitrator shall be final and binding upon the parties. The parties shall also be bound by the terms of Chapter 7.04 of the Revised Code of Washington pertaining to arbitration proceedings, including any amendments or recodification. Any party having any ownership interest in the subject roadway may enforce the decision rendered by the arbitrator.

8. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and neither of the parties shall be bound by any promises, representations or agreements except as are herein set forth or as otherwise memorialized in writing.

9. Venue and Applicable Law: This Agreement shall be interpreted according to the laws of the State of Washington. The exclusive venue for any arbitration or litigation shall be Skamania County, Washington.

10. Severability: Should any provision or provisions in this Agreement, or application to any person or circumstances, be construed to be invalid or unenforceable, the remaining provisions shall, in any event, be construed to be given full force and effect.

11. Waiver: Failure of either party at any time to require performance of the provisions of this Agreement shall not limit the other party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

12. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which he may reasonably incur in taking such action, including but not limited to, costs incurred in searching records, expert witness and consulting fees, discovery depositions whether or not introduced into evidence in a trial, arbitration or other proceeding and travel expenses in any trial, arbitration, or other proceeding, including any proceeding brought to enforce an award of

judgment and any and all appeals taken therefrom.

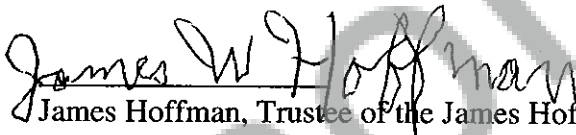
13. Amendments: This Agreement may be amended or modified without new consideration, but only by written instrument executed by all parties.

14. Captions or Headings: The captions or headings of the paragraphs of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the terms or provisions of this Agreement.

15. Recording: The parties agree that they shall cause this Agreement to be recorded with the Auditor of Skamania County, Washington.

16. No Warranties of Title as to Road Section "C3": The parties understand that the Section of the Road labeled Section "C3" belongs to Hoffman only by proscriptio. Hoffman makes no warranties regarding his title to this section of the road. In the event of a quiet title or ejectment action by the adjacent property owner, Patton agrees to either defend the action in Hoffman's name at his own expense or relocate the road in that section at his own expense. In the event of the former, Hoffman agrees to cooperate in Patton's defense.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date hereinbefore set forth.



James Hoffman, Trustee of the James Hoffman Revocable Living Trust

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

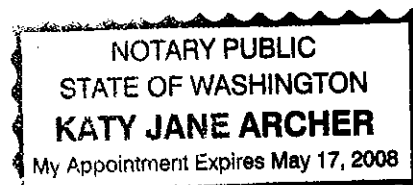
On the ____ day of October 2004, personally appeared before me James Hoffman, Trustee of the James Hoffman Revocable Living Trust, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of October 2004.

Notary Public in and for the State of Washington

Residing at White Salmon, WA

My Commission Expires: 5/17/08



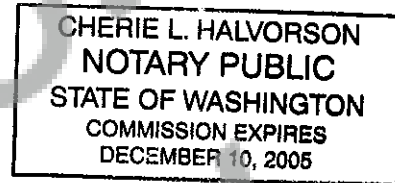
Mitch Patton
Mitch Patton

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA)

On the 22nd day of October 2004, personally appeared before me Mitch Patton to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of October 2004.

Cherie L. Halvorson
Notary Public in and for the State of Washington
Residing at Vancouver
My Commission Expires: Dec. 10, 2005



Mitch Patton
Luella B. Patton
P.O.A.
Luella B. Patton

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA)

On the _____ day of October 2004, personally appeared before me Luella B. Patton to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the said instrument of his own free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of October 2004.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires: _____

EXHIBIT A

HOFFMAN LEGAL

Parcel A:

The West Two-Thirds of the North Half of the North Half (W2/3 W1/2 W1/2) of Section 4, Township 1 North, Range 5 E.W.M., and the West Two-Thirds of the South Half of the South Half (W2/3 S1/2 S1/2) of Section 33, Township 2 North, Range 5 E.W.M.

EXCEPT the following described tract: Beginning at a point 13.31 chains North of the southeast corner of the West Two-Thirds of the North Half of the North Half of the said Section 4; thence North to the northeast corner of the West Two-Thirds of the South Half of the South Half of said Section 33; thence West 2,017.62 feet; thence South 26.26 chains to a point due West of the point of beginning; thence East to the point of beginning.

AND EXCEPT the following described tract: Beginning at the southeast corner of the West Two-Thirds of the North Half of the North Half of said Section 4; thence North 13.31 chains; thence West 20.16 chains; thence South 13.21 chains; thence East 20.16 chains to point of beginning.

AND EXCEPT the following described tract: Beginning at the northwest corner of the South Half of the South Half of the said Section 33; then South 21.16 chains; thence East 7.95 chains; thence North 21.16 chains to the North line of the South Half of the South Half of the said Section 33; thence West to the point of beginning.

Parcel B:

The North Half of the North Half (W1/2 W1/2) of Section 5, Township 1 North, Range 5 E.W.M.

EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of said Section 5 described as follows: Beginning at the northeast corner of the Northwest Quarter of the

EXHIBIT A continued

Northwest Quarter of said Section 5; thence South to the Northerly right-of-way line of the county road known as the Frank Uram Road; thence in a Southwesterly direction following the Northwesterly line of the said Frank Uram Road to intersection with the Northerly right-of-way line of State Secondary Highway No. 8-B; thence following the Northerly right-of-way line of said Highway in a Northwesterly direction to intersection with the West line of the said Section 5; thence North to the northwest corner of the said Section 5; thence East to the point of beginning.

AND EXCEPT that portion of the Northwest Quarter of the Northwest Quarter of the said Section 5 described as follows: Beginning at the southwest corner of the Northwest Quarter of the Northwest Quarter of Section 5; thence East 573.78 feet to center of State Secondary Highway No. 8-B; thence following the center of said highway North $61^{\circ} 11'$ West 393.25 feet; thence following the center of said highway North $43^{\circ} 57'$ West 330.74 feet to the West line of the said Section 5; thence South 427.21 feet to the point of beginning.

AND EXCEPT easement granted to Northwestern Electric Company, a corporation, for electric power transmission line.

SUBJECT TO easements and rights-of-way for public roads.

AND SUBJECT TO rights-of-way granted to Pacific Northwest Pipeline Corporation, a Delaware corporation, for a natural gas pipeline.

EXHIBIT B

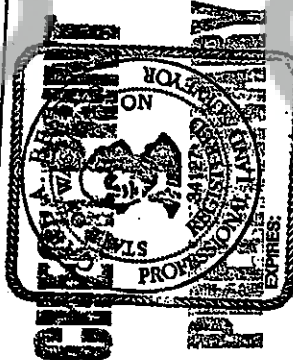
PATTON LEGAL

The South Half of the Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) of Section Thirty-Two (32), Township Two (2) North, Range Five (5) East of the Willamette Meridian; containing 80 acres, more or less.

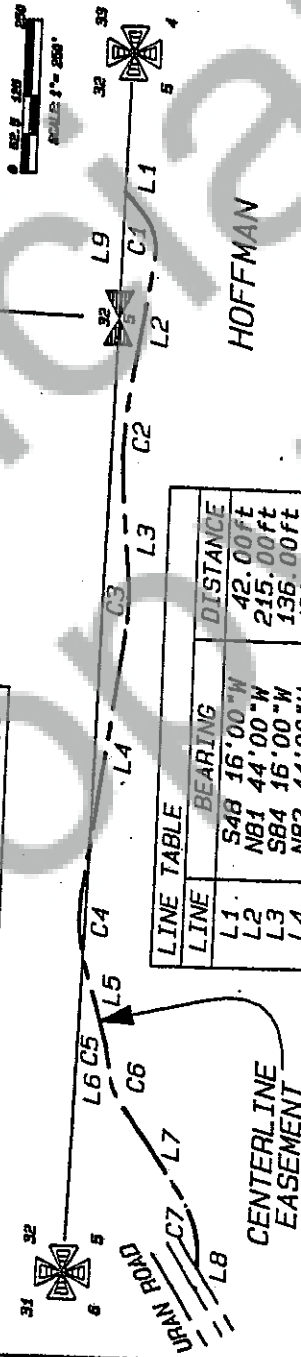
EXHIBIT C

SKETCH OF EASEMENT LOCATION

SKETCH FOR
MITCH PATTON
SHOWING EASEMENT LOCATION
THROUGH HOFFMAN PROPERTY
IN THE S 1/2 SW 1/4 OF SECTION 32
AND THE N 1/2 NW 1/4 OF
SECTION 5, T2N, R5E, W.M.
SKAMANIA COUNTY, WA.



CURVE	DELTA	RADIUS	LENGTH
C1	50 00'00"	97.00ft	84.65ft
C2	14 00'00"	720.00ft	175.93ft
C3	13 00'00"	400.00ft	90.76ft
C4	25 00'00"	300.00ft	130.90ft
C5	9 00'00"	500.00ft	78.54ft
C6	26 00'00"	100.00ft	45.38ft
C7	33 00'00"	150.00ft	86.39ft



LINE	BEARING	DISTANCE
L1	S48 16'00"W	42.00ft
L2	N81 44'00"W	215.00ft
L3	S84 16'00"W	136.00ft
L4	N82 44'00"W	430.00ft
L5	S72 16'00"W	89.00ft
L6	S81 16'00"W	10.00ft
L7	S55 16'00"W	195.00ft
L8	S88 16'00"W	30.00ft
L9	S89 07'08"E	206.00ft

HAGEDORN INC.
SURVEYING AND ENGINEERING
1004 Broadway, Vancouver, WA 98663
Ph: (360) 556-4222 FAX 534-8334

SCALE: 1"=200'
DATE: 05-20-08
DRAWN BY: JMB
CHECKED BY: JMB
ENG. & NO. CASE: PRO
SHEET: 1 OF 1

EXHIBIT D

LEGAL DESCRIPTION FOR EASEMENT FROM HOFFMAN TO PATTON:

An easement for ingress, egress, and utilities over a portion of the South half of the Southwest quarter of Section 32, Township 2 North, Range 5 East, and the North half of the Northwest quarter and the Northeast quarter of Section 5, Township 1 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a brass cap marking the Quarter Corner between Sections 32 and 5, as shown in Book 3 of Surveys, page 431, Skamania County Auditor's Records; thence South $89^{\circ} 07' 08''$ East, along the South line of the Southeast quarter of Section 32, for a distance of 206.00 feet to the TRUE POINT OF BEGINNING of the following described centerline (the sidelines of said easement are to be extended or shortened to terminate on a line that bears South $89^{\circ} 07' 08''$ East from the POINT OF BEGINNING); thence South $48^{\circ} 16' 00''$ West, 42.00 feet; thence, along the arc of a 97.00 foot radius curve to the right, through a central angle of $50^{\circ} 00' 00''$ East, for an arc distance of 84.65 feet; thence North $81^{\circ} 44' 00''$ West, 215.00 feet; thence, along the arc of a 720.00 foot radius curve to the left, through a central angle of $14^{\circ} 00' 00''$, for an arc distance of 175.93 feet; thence South $84^{\circ} 16' 00''$ West, 136.00 feet; thence, along the arc of a 400.00 foot radius curve to the right, through a central angle of $13^{\circ} 00' 00''$, for an arc distance of 90.76 feet; thence North $82^{\circ} 44' 00''$ West, 430.00 feet; thence, along the arc of a 300.00 foot radius curve to the left, through a central angle of $25^{\circ} 00' 00''$, for an arc distance of 130.90 feet; thence South $72^{\circ} 16' 00''$ West, 89.00 feet; thence, along the arc of a 500.00 foot radius curve to the right, through a central angle of $09^{\circ} 00' 00''$, for an arc distance of 78.54 feet; thence South $81^{\circ} 16' 00''$ West, 10.00 feet; thence, along the arc of a 100.00 foot radius curve to the left, through a central angle of $26^{\circ} 00' 00''$, for an arc distance of 45.38 feet; thence South $55^{\circ} 16' 00''$ West, 195.00 feet; thence, along the arc of 150.00 foot radius curve to the right, through a central angle of $33^{\circ} 00' 00''$, for an arc distance of 86.39 feet; thence South $88^{\circ} 16' 00''$ West, 30.00 feet, more or less, to the South right-of-way line of "Uran Road" being the terminus of this described centerline (the sidelines of said easement are to be extended or shortened so as to terminate on the South right-of-way line of "Uran Road").