

Upon Recording Return To:

John Koestler
PO BOX 2274
Fairview, OR 97024

EARTHEN DAM MAINTENANCE AGREEMENT

This Agreement is between John David Koestler and Karla Jeanne Talent (**property owners**).

WHEREAS John David Koestler is the owner of real property situate in the County of Skamania, incorporated City of Stevenson, State of Washington, by virtue of court ordered partition in Decree of Dissolution DCD 07-3-00023 Skamania County Superior Court, said DCD also recorded in Auditor's File AFN #2008170415, to wit:

Exhibit A, Tract 2 as described on page 7 of said DCD and as depicted by Survey Plat
AFN #2008170037.

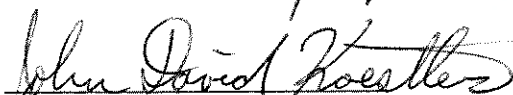
WHEREAS Karla Jeanne Talent is the owner of adjacent and adjoining real property situate in the County of Skamania, incorporated City of Stevenson, State of Washington, by virtue of court ordered partition in Decree of Dissolution DCD 07-3-00023 Skamania County Superior Court, said DCD also recorded in Auditor's File AFN #2008170415, to wit:

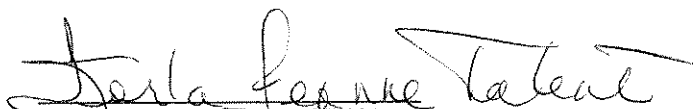
Exhibit A, Tract 1 as described on page 7 of said DCD and as depicted by Survey Plat
AFN #2008170037.

IN RECOGNITION that the **property owners** receive mutual benefit and value from the impounded water body that is situated, in part, over each of their parcels; and **IN ACKNOWLEDGMENT** of the need to maintain the earthen-berm dam structure, that controls and retains the impoundment, in order continue to obtain benefit and value; the **property owners**, their heirs and assigns, **DO HEREBY AGREE** to equally share in the burden, cost, and obligation to regularly maintain and repair said earthen dam.

REFERENCE: **Exhibit 1** attached as page 2 of this Agreement as the listing of the Terms of maintenance and associated obligations, and **Exhibit 2** attached as page 3 of this Agreement as the true and complete depiction of the parcels, impoundment, and earthen dam locations; said Exhibits incorporated herein by reference.

Dated this 30 day of July, 2008


John David Koestler (SEAL)

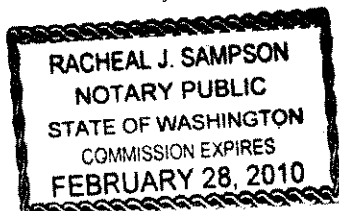

Karla Jeanne Talent (SEAL)

STATE OF WASHINGTON }
 } SS
County of Skamania }

Skamania County Assessor
Date 7/30/08 Parcel# 02-07-0200060500
Smith

On this day personally appeared before me John David Koestler and Karla Jeanne Talent, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as a free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30th day of July, 2008



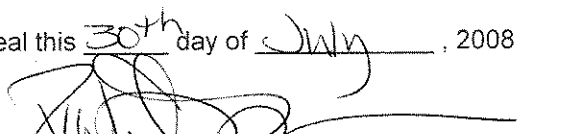

Notary Public in and for the State of Washington,
residing at: N. Bonnerite

Exhibit 1 Maintenance Agreement Koestler & Talent

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Earthen Dam Maintenance Agreement Terms, Conditions, and Obligations:

Scope: Routine inspection, maintenance and repair shall be conducted on all the main hydrologic features of the pond including inlet & outlet channels, earthen dam berm, slopes and spillway.

1) Regular Inspections to be scheduled and conducted

On at least an annual basis the parties or their representatives shall conduct a thorough review of the dam and associated structures. The review should occur after spillway flow has stopped in the spring of the year, to allow for plenty of time during the dry season for actual repair. Ideally, another inspection will occur in the fall of the year, at the return of the rainy season, to validate the effectiveness of any repairs and or identify conditions not noted during the dry season.

The inspections shall be documented and note any perceived deficiencies in the hydrologic system. Subsequently, a maintenance plan shall be formulated, scheduled, and implemented.

2) Access to dam, pond and stream areas

The parties or their representatives have full license to access all areas of the hydrologic system for inspection and maintenance purposes.

3) Repair and maintenance

A) Routine

Routine maintenance shall be discussed and agreed upon by the parties and regularly and timely implemented.

B) Emergency

In emergency situations such as eminent dam failure the cognizant party is required to act and is entitled to unilaterally take any and all actions perceived to stop catastrophe.

4) Costs

All expenses and costs shall be fully discussed and agreed upon between the property owners prior to regular maintenance being performed. The exception to this is reasonable expenditures for immediate emergency repairs. Expenses are to be shared equally between the parcel owners.

EXHIBIT 2 MAINTENANCE AGREEMENT KOESTLER & TALENT
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