

After Recording, Return to:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

REAL ESTATE EXCISE TAX

28370

JAN 14 2010
PAID #196.25
Vicki Chelland, Deputy
SKAMANIA COUNTY TREASURER

ROAD EASEMENT AGREEMENT

Document:

Road Easement Agreement

Reference numbers of related documents:

Grantor(s):

Hazel E. Hargadine, a single person, Edward E. Hargadine, a single person, Diane A. Hargadine, a married person as her separate property, Sharon Hargadine Dolan, a married person as her separate property, and Dale I. Hargadine, a married person as his separate property

Grantee(s):

Rene Bagley, in his capacity as Personal Representative of the Estate of Damon L. Bagley, and the Estate of Damon L. Bagley

Abbreviated Legal Description:

SE ¼ of the NW ¼ and the NE ¼ of the SW ¼ of Section 29, Township 3 N, Range 8 E of the W.M.

NW ¼ of the SW ¼ of Section 29, Township 3 N, Range 8 E of the W.M.

Additional Legal Description is on Page 1 of the Road Easement Agreement.

Assessor's Property Tax Parcel Account Number(s):

03-08-29-0-0-1700-00

03-08-29-0-0-0400-00

COVER SHEET

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ROAD EASEMENT AGREEMENT

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Hazel E. Hargadine, a single person, Edward E. Hargadine, a single person, Diane A. Hargadine, a married person as her separate property, Sharon Hargadine Dolan, a married person as her separate property, and Dale I. Hargadine, a married person as his separate property

Grantee(s):

Rene Bagley, in his capacity as Personal Representative of the Estate of Damon L. Bagley, and the Estate of Damon L. Bagley

Abbreviated Legal Description:

Additional Legal Description is on Page 1 of the Road Easement Agreement.

Assessor's Property Tax Parcel Account Number(s):

COVER SHEET

ROAD EASEMENT AGREEMENT

The Grantor, Hazel E. Hargadine, a single person, Edward E. Hargadine, a single person, Diane A. Hargadine, a married person as her separate property, Sharon Hargadine Dolan, a married person as her separate property, and Dale I. Hargadine, a married person as his separate property, and their assigns and successors, the owner of the real property legally described in Exhibit "A" (Tax parcel # 03-08-29-0-0-0400-00) (the "Grantor Property"), for and in consideration of the mutual promises set forth herein and in consideration of the parties' October 26, 2009 (date) Settlement Agreement, grants an easement to **the Grantee**, Rene Bagley, in his capacity as Personal Representative of the Estate of Damon L. Bagley, and the Estate of Damon L. Bagley ("Grantee"), their heirs, assigns, and successors, the owner of the real property legally described in Exhibit "B" (Tax parcel # 03-08-29-0-0-1700-00) (the "Grantee Property"), upon and across a portion of the Grantor Property, described as follows:

[Attached to and incorporated herein as Exhibit "C" is a legal description of the Easement ("Easement Area")]

Based upon the mutual consideration, **the Grantor and the Grantee** hereby agree as follows:

1. **Easement:** The Grantee shall have a perpetual non-exclusive easement to build, maintain, and use a private road ("Road") over and across the Easement Area. The Grantee shall further have a perpetual nonexclusive easement to build, maintain, and use utilities in the Easement Area. The rights granted herein shall be referred to as the "Easement" or the "Easement Area." The Easement is for the benefit of the Grantee Property and burdens the Grantor Property.

The Easement Area shall be 40 feet wide; however, only 20 of the 40 feet may be used for the Road, except that the Grantee shall have the right to use the additional territory within the easement when constructing or maintaining the Road, and/or to provide cuts and slopes within the easement necessary to construct or maintain the Road, or to install or maintain the utilities.

2. **Purpose:** The purpose of the Easement is to permit the Grantee to have ingress and egress, including utilities, to the Grantee Property. The Road, however, may not be used to serve more than two (2) single-family residences on the Grantee Property.
3. **Construction of Road:** Prior to any construction of the Road, the Grantee shall notify the Grantor of their intent to begin construction. The Grantor and Grantee shall then

mutually select a duly licensed engineer ("Engineer") to design and lay-out the Road to be constructed. The Engineer shall be duly licensed in the State of Washington and capable of designing private roads. If the parties are unable to agree upon an Engineer, each of them shall choose their own engineer who will, in turn, mutually select and designate the Engineer that will design the construction of the Road. The Engineer shall design the Road within the easement so as to satisfy the legal requirements for private roads which are currently described in Chapter 12.03 of the Skamania County Code. The Engineer shall design the Road to provide reasonable protection of the Grantor Property from erosion and slide, or other adverse consequences of constructing and maintaining the Road. The Grantee shall be responsible to pay the reasonable costs for the Engineer's design and, if in the opinion of the Engineer it is necessary, their costs to monitor the construction of the Road. In no event shall the Hargadines be responsible for these engineering costs. The Grantee agrees to locate and construct the Road within the easement as designed and directed by the Engineer. If the Grantee does not construct the Road within 12 years of this Easement, the Grantor shall have the sole right to select the Engineer. The Engineer shall, nonetheless, be subject to the above-described qualifications and governed by the same standards for designing roads as described above.

4. **Trees:** The parties understand that the Grantee shall be required to remove trees to construct the Road. The parties agree that, to the extent that there is any liability, the Grantee shall pay all taxes associated with the removal of those trees, including excise tax and any taxes and penalties associated with Chapter 84 RCW, if applicable. Grantee shall also comply with all laws associated with removing the trees, including any necessary permits. Grantor shall cooperate with Grantee to effect compliance. Notwithstanding these responsibilities of the Grantee, the Grantor shall retain all of the rights to the timber within the Easement Area. Any logs removed or harvested as part of the construction and/or maintenance of the Road or utilities shall remain the Grantor's personal property. The Grantee shall, to the extent reasonably possible, place any of the logs removed as part of the construction activities alongside or in the general vicinity of the Easement but so as not to interfere with the use of the Easement, or as reasonably directed by the Grantor. The Grantor shall then be responsible to remove the logs from the Easement Area, if the logs interfere with the use of the Easement.
5. **Indemnification/Hold-Harmless:** Bagley shall indemnify and hold harmless Hargadine from any and all liability associated with the construction, maintenance, and use of the Road, including, but not limited to, the construction of the Road, including any and all claims by the Bagley's guests, invitees, customers, vendors, contractors, agents, lessees, and employees, except that Bagley shall not indemnify Hargadine for any use or maintenance of the Road by Hargadine or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or

from any damage or injury caused by Hargadine's own negligence. Those performing construction and maintenance work on the Road shall not be considered guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees of the Bagleys for the purposes of this provision.

Hargadine shall indemnify and hold harmless Bagley from any and all liability associated with the Hargadine's use of the Road, including any all claims by the Hargadine's guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Hargadines shall not indemnify Bagley for any use of the Road by Bagley or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by the Bagley's own negligence. Except for injury or damage that is proximately caused by the negligence of Hargadine or their guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, Bagley shall indemnify Hargadine (each of them and their respective successors) from any damage or injury proximately caused by the Road, including specifically the construction or upkeep of the Road. Those performing construction and maintenance work on the Road shall not be considered guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees of the Hargadines for the purposes of this provision.

6. **Road Maintenance Agreement:** Once a Road is constructed, the parties shall be bound by the Road Maintenance Agreement, a copy of which is attached to and incorporated herein as Exhibit "D".
7. **Duration of Easement:** This Easement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened.
8. **Attorney Fees/Mediation/Arbitration:** The parties agree that any disputes over the terms or implementation of this Agreement will be resolved first through negotiations and, if those negotiations fail, then binding arbitration. The parties shall mutually agree on an arbitrator. If an arbitrator cannot be agreed to by the parties, then the parties may petition the Presiding Judge of the Skamania County Superior Court to appoint an arbitrator. The arbitrator will make a final, binding, and non-appealable decision regarding how this Agreement is to be construed, interpreted and implemented. If arbitration becomes necessary, the prevailing party shall be entitled to reimbursement of their costs, including their reasonable attorneys' fees.
9. **Waiver:** The failure by either party at any time to require strict performance of any provision of this Easement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Easement.

10. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
11. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
12. **Entire Agreement:** This Agreement "including all exhibits" is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the waiving party. The parties do not intend to confer any benefits hereunder on any person, firm, or corporation other than the parties to this Easement.
13. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

Dated this ____ day of _____, 2009.

GRANTOR:

Hazel Erine Hargadine
Hazel E. Hargadine

Edward E. Hargadine

Diana A. Hargadine

10. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
11. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
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13. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

Dated this 14th day of September, 2009.

GRANTOR:

Hazel E. Hargadine

Edward E. Hargadine
Edward E. Hargadine

Diana A. Hargadine

10. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.
11. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.
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13. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

Dated this ____ day of _____, 2009.

GRANTOR:

Hazel E. Hargadine

Edward E. Hargadine

Diana A. Hargadine

Diana A. Hargadine

Sharon L. H. Dolan
Sharon Hargadine Dolan

Dale I. Hargadine

GRANTEE:

Rene Bagley
Rene Bagley, in his capacity as Personal
Representative of the Estate of Damon L. Bagley

ESTATE OF DAMON L. BAGLEY

By: Rene Bagley
Its: _____

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

Sharon Hargadine Dolan

Dale I. Hargadine
Dale I. Hargadine

GRANTEE:

Rene Bagley, in his capacity as Personal
Representative of the Estate of Damon L. Bagley

ESTATE OF DAMON L. BAGLEY

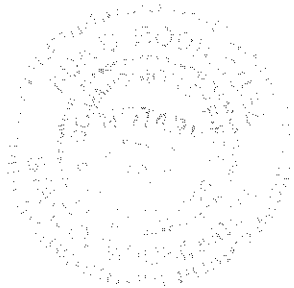
By: _____
Its: _____

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Hazel E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Sept, 2009.



Hazel E. Hargadine

NOTARY PUBLIC in and for the State
 of Washington, residing at Washinal
 My commission expires: August 14, 2010

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Edward E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Hazel E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

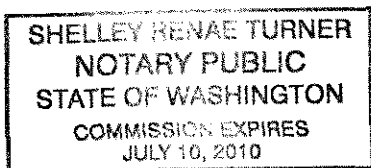
GIVEN under my hand and official seal this _____ day of _____, 2009.

 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania

On this day personally appeared before me Edward E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of September, 2009.

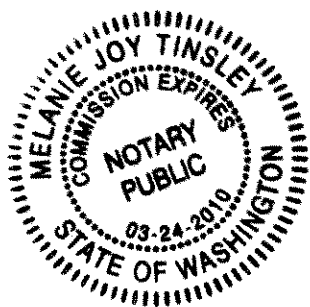


Shelley Turner
 NOTARY PUBLIC in and for the State
 of Washington, residing at Carson
 My commission expires: July 10, 2010

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

On this day personally appeared before me Diana A. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of September, 2009.



Melanie Joy Tinsley
NOTARY PUBLIC in and for the State
of Washington, residing at Pierce
My commission expires: 3/24/2010

STATE OF WASHINGTON)
COUNTY OF _____) ss.

On this day personally appeared before me Sharon Hargadine Dolan, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Diana A. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me Sharon Hargadine Dolan, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Sept, 2009.



Sharon Hargadine Dolan

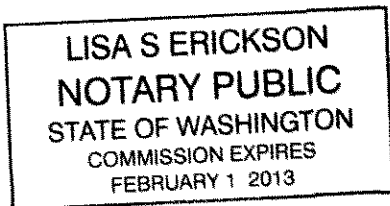
 NOTARY PUBLIC in and for the State
 of Washington, residing at Washouga
 My commission expires: August 14, 2010

STATE OF WASHINGTON)

) ss.
COUNTY OF Skamania)

On this day personally appeared before me Dale I. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of September, 2009.



Lisa S. Erickson
NOTARY PUBLIC in and for the State
of Washington, residing at Stevenson, Wa
My commission expires: 2-1-2013

Oregon
STATE OF ~~WASHINGTON~~)
) ss.
COUNTY OF Multnomah)

On this day personally appeared before me Rene Bagley, in his capacity as Personal Representative of the Estate of Damon L. Bagley, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 20th day of October, 2009.



April S. Spitzengel
NOTARY PUBLIC in and for the State
of Washington, residing at Portland, OR
My commission expires: June 16, 2012

EXHIBIT A

Legal Description of the Hargadine property:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

1. That portion conveyed to the State of Washington, recorded March 8, 1924 in Book "T", Page 512, Skamania County Deed Records. Also recorded December 30, 1926 in Book "V", Page 147, Skamania County Deed Records.
2. That portion conveyed to the State of Washington, recorded June 10, 1929 in Book "W", Pages 190 and 191.
3. That portion conveyed to Skamania County, recorded January 16, 1969 in Book 60, Page 124, Skamania County Deed Records.
4. That portion conveyed to the State of Washington, recorded September 3, 1992 in Book 130, Page 542, Skamania County Deed Records.
5. That portion conveyed to Skamania County recorded January 24, 1994 in Book 141, Page 34.
6. That portion conveyed to Skamania County recorded January 27, 1994 in Book 141, Page 144.
7. That portion conveyed to Skamania County recorded February 18, 1994 in Book 141, Page 540.

G.S. 1/12/10

EXHIBIT B

Legal Description of the Bagley Property:

All that portion of the Northwest Quarter of the Southwest Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, lying northerly of the centerline of the road (now abandoned) known as the Stevenson-Carson Road and formerly designated as State Highway No. 8, as the same was located on April 11, 1927.

Unofficial
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EXHIBIT C

[LEGAL DESCRIPTION OF EASEMENT AREA]

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Legal Description of a 40' access and utility easement.

A forty foot (40.00') wide access easement for ingress, egress, and utilities situated in Skamania County, Washington, further described as twenty feet (20.00') on both sides of the following centerline:

Commencing at a Terra yellow plastic cap set North 00°58'53" West, a distance of 15.00 feet from the calculated position of the Southwest Corner of the Northeast ¼ of the Southwest ¼ of Section 29, Township 3 North, Range 8 East, Willamette Meridian per a survey recorded in Auditor File Number 2005 – 157177;

Thence North 65°23'21" East, a distance of 980.69 feet, more or less, to the intersection of the West Right-of-Way of the Wind River Highway and an existing driveway centerline shown as Station 0+00 on the attached exhibit, and the true point of beginning;

thence along said driveway centerline the following calls;

thence North 71°04'38" West, a distance of 49.39 feet;

thence South 73°47'39" West, a distance of 234.71 feet;

thence North 68°40'05" West, a distance of 64.48 feet;

thence North 58°40'13" West, a distance of 84.33 feet;

thence North 27°50'45" West, a distance of 29.55 feet;

thence North 02°20'04" East, a distance of 157.77 feet;

thence North 35°31'41" East, a distance of 27.04 feet;

thence North 65°19'04" East, a distance of 72.84 feet;

thence North 33°36'58" East, a distance of 61.17 feet to Station 7+81.29 the point of cusp on a curve concave to the west having a radius of 50.00 feet and a central angle of 108°54'56" and being subtended by a chord which bears North 22°05'23" West 81.37 feet;

thence leaving said existing driveway centerline Westerly along said curve, a distance of 95.05 feet;

thence North 76°31'45" West, a distance of 102.52 feet;

thence North 58°41'41" West, a distance of 161.14 feet;

thence North 35°12'17" West, a distance of 188.86 feet;

thence North $14^{\circ}57'42''$ West, a distance of 268.02 feet to the beginning of a curve concave to the South having a radius of 50.00 feet and a central angle of $132^{\circ}08'49''$ and being subtended by a chord which bears North $80^{\circ}58'32''$ West 91.41 feet;

thence Westerly along said curve, a distance of 115.32 feet;

thence South $32^{\circ}57'03''$ West tangent to said curve, a distance of 69.33 feet to Station 17+81.54 which is the end of the easement centerline.

Said point being on the East line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 3 North, Range 8 East, W.M., and said point being South $00^{\circ}58'53''$ West, a distance of 37.77 feet from a Terra yellow plastic cap per survey recorded in Auditor File Number 2005 - 175177, which is the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 29, Township 3 North, Range 8 East, W.M.

EXHIBIT D

[ROAD MAINTENANCE AGREEMENT]

Unofficial
Copy

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Bradley W. Andersen
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

GRANTORS: Rene Bagley, a personal representative of the Estate of Damon L. Bagley, and the Estate of Damon L. Bagley (hereinafter "Bagley") on one hand, and, on the other hand, Hazel E. Hargadine, a single person, Edward E. Hargadine, a single person, Diane A. Hargadine, a married person as her separate property, Sharon Hargadine Dolan, a married person as her separate property, and Dale I. Hargadine, a married person as his separate property (hereinafter and collectively referred to as "Hargadine" or the "Hargadines" or the "Hargadine Family").

GRANTEE: Rene Bagley, a personal representative of the Estate of Damon L. Bagley, and the Estate of Damon L. Bagley (hereinafter "Bagley") on one hand, and, on the other hand, Hazel E. Hargadine, a single person, Edward E. Hargadine, a single person, Diane A. Hargadine, a married person as her single property, Sharon Hargadine Dolan, a married person as her separate property, and Dale I. Hargadine, a married person as his separate property (hereinafter and collectively referred to as "Hargadine").

ABBREVIATED LEGAL:

ASSESSOR'S TAX PARCEL NOS.:

OTHER REFERENCE NOS.:

ROAD MAINTENANCE AGREEMENT

THIS ROAD MAINTENANCE AGREEMENT (the "Agreement") is made and executed by and between Bagley and Hargadine.

RECITALS

- A. Bagley is the owner of real property located in Skamania County, Washington, and described on the attached Exhibit A-1 (the "Bagley Property").
- B. Hargadine is the owner of real property located in Skamania County, Washington, and described on the attached Exhibit A-2 (the "Hargadine Property").

- C. Bagley owns an easement that runs through and across the Hargadine Property.
- D. At some point, Bagley and/or their heirs, successors-in-interest, or assigns, plans to build a road to provide a means of ingress and egress, including utilities, to the Bagley Property (the "Road").
- E. Hargadine, and/or their heirs, successors-in-interest, or assigns, may also wish to utilize the Road.
- F. Bagley and Hargadine therefore desire to execute this Agreement for the purpose of sharing in the common expenses of maintaining the Road, if and when it is built.

AGREEMENT

THEREFORE, in consideration of the promises contained in this Agreement, Bagley and Hargadine agree as follows:

1. Condition Precedent/Construction of the Road. Under the terms of the Road Easement Agreement of even date, Bagley has a right to construct a Road across the Easement. The terms of this Road Maintenance Agreement will only go into effect if and when the Road is constructed as provided in the Road Easement Agreement. If Bagley chooses to build a Road as provided in the Road Easement Agreement, and any portion of that Road is used by Hargadine, then this Agreement shall govern the maintenance of that Road. In the event that there is a conflict between or apparent ambiguity in reconciling this Road Maintenance Agreement with the Road Easement Agreement, the Road Easement Agreement will prevail.

2. Maintenance of the Road.

2.1 Maintenance. The cost of repairing and maintaining the Road in a good and working condition shall be shared as follows: Those specific members, or their successors, of the collective Hargadines described above, having a residence on the Hargadine property in which they use the Road to access their residence, and those who use the Road for any other purposes, shall collectively pay 15% of the cost of maintaining the Road and Bagley shall pay the remaining 85%. The Hargadines shall be responsible to determine how their 15% share shall be allocated amongst them.

The parties agree, however, that if there is a significant change in the respective use of the road commonly used by the parties, that the parties shall agree to change the allocation of maintenance responsibility to reflect the actual percentage use. If the parties are unable to agree, then they shall resolve the matter as provided in section 4.

Such maintenance and repair shall be performed whenever those specific members of the Hargadine Family described above having a residence on the Hargadine Property or who use the Road for any other purpose, and Bagley agree on the following: (1) that maintenance or repairs

2 – ROAD MAINTENANCE AGREEMENT

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are necessary; (2) the nature and extent of the necessary maintenance or repair; and (3) the person or persons who shall be retained to undertake the necessary maintenance or repair. Each side, Bagley on one hand and the Hargadines on the other, shall pay their proportionate share of the costs of maintenance and repair on or before the date of completion of the maintenance or repair. Either Party may pay their proportionate share at a later date only if the payment terms allowed by the person or persons retained to undertake the necessary repairs allow payment at such later date. The parties may also agree to perform the labor themselves and agree on how the cost of the material, if any, shall be paid or shared amongst them.

2.2 Extraordinary Damage. Notwithstanding the provisions of Section 2.1, above, any party, their successors or assigns, the occupants of such party's property, or the guests, agents, or invitees of such party or such occupants, which causes any extraordinary damage, such as damages caused by trucks, misuse of the Road, or other similar use, to any portion of the Road shall, at their sole cost and expense, repair such damage and restore the Road to the condition it was in prior to the extraordinary use.

3. **Indemnification/Hold-Harmless**. Bagley shall indemnify and hold harmless Hargadine from any and all liability associated with the construction, maintenance, and use of the Road, including, but not limited to, the construction of the Road, including any and all claims by the Bagley's guests, invitees, customers, vendors, contractors, agents, lessees, and employees, except that Bagley shall not indemnify Hargadine for any use or maintenance of the Road by Hargadine or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by Hargadine's own negligence. Those performing construction and maintenance work on the Road shall not be considered guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees of the Bagleys for the purposes of this provision.

Hargadine shall indemnify and hold harmless Bagley from any and all liability associated with the Hargadine's use of the Road, including any all claims by the Hargadine's guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, except that the Hargadines shall not indemnify Bagley for any use of the Road by Bagley or any of their guests, invitees, customers, vendors, contractors, agents, lessees, licensees, and employees, or from any damage or injury caused by the Bagley's own negligence. Except for injury or damage that is proximately caused by the negligence of Hargadine or their guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees, Bagley shall indemnify Hargadine (each of them and their respective successors) from any damage or injury proximately caused by the Road, including specifically the construction or upkeep of the Road. Those performing construction and maintenance work on the Road shall not be considered guests, licensees, invitees, customers, vendors, contractors, agents, lessees, and employees of the Hargadines for the purposes of this provision.

4. **Resolution of Disputes**. In the event the parties, including any party having a fee interest in either the Hargadine or Bagley Properties, are unable, after good faith efforts to negotiate, to agree on whether maintenance or repair is necessary, the nature and extent of any necessary maintenance or repair, or the person or persons who shall be retained to undertake any

3 – ROAD MAINTENANCE AGREEMENT

PDX/111251/135128/BWA/4947588.1

necessary maintenance or repair, such dispute shall be settled by a single arbitrator who shall direct any settlement he or she deems equitable under the circumstances. The arbitrator, if not mutually agreed upon by the parties, shall be appointed by the presiding judge of the Skamania County Superior Court upon the request of either party to this Agreement. The decision of the arbitrator shall be final and binding, and not subject to appeal. The decision of the arbitrator may be enforced by any party to this Agreement in any court of competent jurisdiction in Skamania County, Washington. The arbitrator, at the arbitrator's sole discretion, may award the costs of the arbitration, including, without limitation, the arbitrator's fee as well as a parties' attorney fees and other costs in preparation for and at the arbitration to the prevailing party.

5. Defaults. In the event of any default or dispute under this Agreement other than those that must be arbitrated under Section 3, above, each party, including any party having a fee interest in either the Hargadine or Bagley Properties, shall have the right to exercise such other rights and remedies as may be available at law or in equity. If any party defaults on any of its monetary obligations arising under this Agreement and fails to cure such default within ten (10) days after receipt of written notice from the other party, then the non-defaulting party shall have the right, at its election and in addition to such other rights and remedies as may be available at law or in equity, to cure such default for the account of the defaulting party, and shall be reimbursed by the defaulting party for the reasonable costs and expenses so incurred (including attorney fees), plus interest thereon at the applicable statutory rate for interests on judgments from the date of default.

6. Attorney Fees. In the event legal action is commenced in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs incurred at trial and on appeal, the term "action" includes action commenced in the bankruptcy courts of the United States and any other court of general or limited jurisdiction. The reference to "costs" includes, but is not limited to, deposition costs, witness fees, out of pocket costs, title search and report expenses, survey costs, surety bonds and all other reasonable expenses. The term "prevailing party" shall mean the party that succeeds either affirmatively or defensively on claims having the greatest overall value or importance, as determined by the court of competent jurisdiction.

7. Severability. If any provision of this Agreement is declared to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

8. Successors and Assigns. This Agreement shall run with the land and shall be binding upon, and inure to the benefit of Bagley and Hargadine and their respective heirs, successors, and assigns.

Executed to be effective as of the 8th day of Sept., 2009.

Hazel E. Hargadine
Hazel E. Hargadine

Rene Bagley
Rene Bagley, in his capacity as
Personal Representative of the
Estate of Damon L. Bagley

Edward E. Hargadine
Edward E. Hargadine

ESTATE OF DAMON L. BAGLEY

Diana A. Hargadine
Diana A. Hargadine

By: Rene Bagley
Its: _____

Sharon L. H. Dolan
Sharon Hargadine Dolan

Dale I. Hargadine
Dale I. Hargadine

Exhibits

- A-1 – Bagley Property
- A-2 – Hargadine Property

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

Executed to be effective as of the 14th day of September, 2009.

Hazel E. Hargadine

Edward E. Hargadine

Edward E. Hargadine

Rene Bagley, in his capacity as
Personal Representative of the
Estate of Damon L. Bagley

ESTATE OF DAMON L. BAGLEY

Diana A. Hargadine

By: _____
Its: _____

Sharon Hargadine Dolan

Dale I. Hargadine

Exhibits

- A-1 – Bagley Property
- A-2 – Hargadine Property

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

Executed to be effective as of the ____ day of _____, 2009.

Hazel E. Hargadine

Rene Bagley, in his capacity as
Personal Representative of the
Estate of Damon L. Bagley

Edward E. Hargadine

ESTATE OF DAMON L. BAGLEY

Diana A. Hargadine
Diana A. Hargadine

By: _____
Its: _____

Sharon Hargadine Dolan

Dale I. Hargadine

Exhibits

- A-1 – Bagley Property
- A-2 – Hargadine Property

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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Hazel E. Hargadine

Rene Bagley, in his capacity as
Personal Representative of the
Estate of Damon L. Bagley

Edward E. Hargadine

ESTATE OF DAMON L. BAGLEY

Diana A. Hargadine

By: _____

Its: _____

Sharon Hargadine Dolan

Dale I. Hargadine

Dale I. Hargadine

Exhibits

A-1 – Bagley Property

A-2 – Hargadine Property

[NOTARY ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

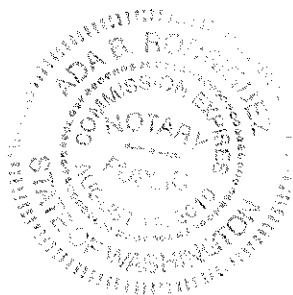
5 – ROAD MAINTENANCE AGREEMENT

PDX/111251/135128/BWA/4947588.1

STATE OF WASHINGTON)
COUNTY OF Skamania) ss.

On this day personally appeared before me Hazel E. Hargadine , to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Sept., 2009.



Ada B. Hargadine

NOTARY PUBLIC in and for the State
of Washington, residing at Washougal
My commission expires: August 14, 2010

STATE OF WASHINGTON)
COUNTY OF _____) ss.

On this day personally appeared before me Edward E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Hazel E. Hargadine , to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

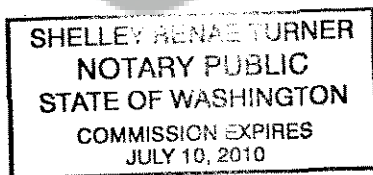
GIVEN under my hand and official seal this _____ day of _____, 2009.

 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me Edward E. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of September, 2009.

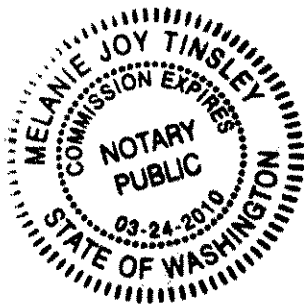


Shelley Turner
 NOTARY PUBLIC in and for the State
 of Washington, residing at Carson
 My commission expires: July 10 2010

STATE OF WASHINGTON)
COUNTY OF Pierce) ss.

On this day personally appeared before me Diana A. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of September, 2009.



Melanie Joy Tinsley
NOTARY PUBLIC in and for the State
of Washington, residing at Pierce
My commission expires: 3/24/2010

STATE OF WASHINGTON)
COUNTY OF _____) ss.

On this day personally appeared before me Sharon Hargadine Dolan, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 2009.

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF _____)

On this day personally appeared before me Diana A. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

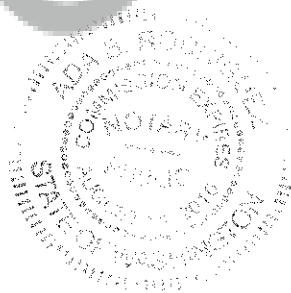
GIVEN under my hand and official seal this _____ day of _____, 2009.

 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My commission expires: _____

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me Sharon Hargadine Dolan, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Sept, 2009.

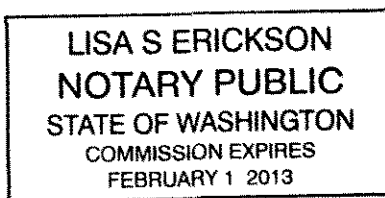


Ada S. Rodriguez
 NOTARY PUBLIC in and for the State
 of Washington, residing at Washnycal
 My commission expires: August 14, 2010

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skamania)

On this day personally appeared before me Dale I. Hargadine, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3 day of September, 2009.



Lisa S. Erickson
 NOTARY PUBLIC in and for the State
 of Washington, residing at Stevenson, WA
 My commission expires: 2-1-2013
JE

STATE OF Oregon)
) ss.
 COUNTY OF Multnomah)

On this day personally appeared before me Rene Bagley, in his capacity as Personal Representative of the Estate of Damon L. Bagley, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 26th day of October, 2009.



A. Spitzengel
 NOTARY PUBLIC in and for the State
 of Oregon, residing at Portland, OR
 My commission expires: 6/16/2012

EXHIBIT A-1

Legal Description of the Bagley Property:

All that portion of the Northwest Quarter of the Southwest Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, lying northerly of the centerline of the road (now abandoned) known as the Stevenson-Carson Road and formerly designated as State Highway No. 8, as the same was located on April 11, 1927.

Unofficial
Copy

EXHIBIT A-2

Legal Description of the Hargadine property:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

Excepting therefrom the following:

1. That portion conveyed to the State of Washington, recorded March 8, 1924 in Book "T", Page 512, Skamania County Deed Records. Also recorded December 30, 1926 in Book "V", Page 147, Skamania County Deed Records.
2. That portion conveyed to the State of Washington, recorded June 10, 1929 in Book "W", Pages 190 and 191.
3. That portion conveyed to Skamania County, recorded January 16, 1969 in Book 60, Page 124, Skamania County Deed Records.
4. That portion conveyed to the State of Washington, recorded September 3, 1992 in Book 130, Page 542, Skamania County Deed Records.
5. That portion conveyed to Skamania County recorded January 24, 1994 in Book 141, Page 34.
6. That portion conveyed to Skamania County recorded January 27, 1994 in Book 141, Page 144.
7. That portion conveyed to Skamania County recorded February 18, 1994 in Book 141, Page 540.