

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

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.

ASSESSOR'S TAX PARCEL NOS.: 03-08-29-0-0-0400-0

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

OTHER REFERENCE NOS.: C.S.

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").

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PDX/111251/135128/BWA/4947588.1

- 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

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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

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

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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.



Hazel E. Hargadine

NOTARY PUBLIC in and for the State
of Washington, residing at Washoula
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.

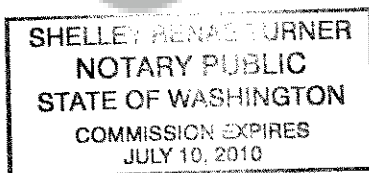
GIVEN under my hand and official seal this _____ day of _____, 2009.

 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.

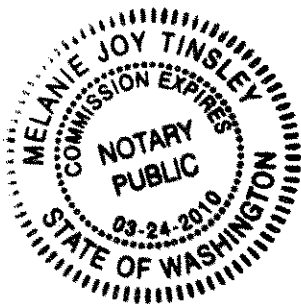


Shelley R Turner
 NOTARY PUBLIC in and for the State
 of Washington, residing at Carson
 My commission expires: July 10 2010

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.



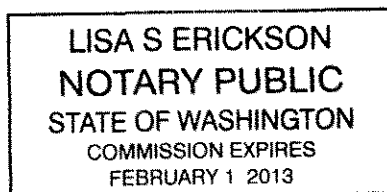
[Signature]

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

STATE OF WASHINGTON)
COUNTY OF Strommen) ss.

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.

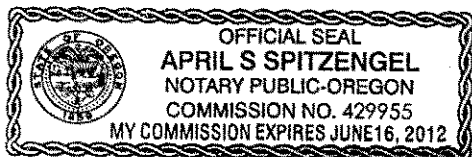


Lisa S. Erickson
NOTARY PUBLIC in and for the State
of Washington, residing at Stevenson, WA
My commission expires: 2-1-2013
JE

STATE OF Oregon)
COUNTY OF Multnomah) ss.

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.