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Landerholm Law Firm
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REAL ESTATE EXCISE TAX

24375
OCT 29 2004

PAID *55.04 + 10.75 = 65.79*

Mindy Fabris Deputy
SKAMANIA COUNTY TREASURER

Doc # 2004155002
Page 1 of 8
Date: 10/29/2004 10:26A
Filed by: LANDERHOLM, MEMOVICH ETAL
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$26.00

Space Above for Recording Information Only

EASEMENT DEED AND AGREEMENT

GRANTORS: Cyril O. Gillette and Sharon R. Gillette, husband and wife

GRANTEE: MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION, a
Washington nonprofit corporation

ABBREVIATED LEGAL DESCRIPTION: SE Qtr Sec 24 T7 R5E. PTN Sec 34, T7 R6E

*See page 5
6.5. Jim*

ASSESSOR'S TAX PARCEL NO.: 07-06-34-0-0-0300-00 and 07-05-00-0-0-2700-00; and

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07061840020000	07061840060000	07061840031300	07061841020000
07061840030000	07061840070000	07061840031400	07061841030000
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07061840030900	07061841010200	07061840040100	07061841120000
07061840031000	07061841010300	07061840040200	07061841130000
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RECITALS

A. WHEREAS, CYRIL O. GILLETTE and SHARON R. GILLETTE, (hereinafter "GRANTORS"), is the owner of certain real property located in Skamania County, Washington, described in the attached Exhibit "A" (the "Gillette Property"); and,

B. WHEREAS, MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, (hereinafter "GRANTEE") operates a homeowners association

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located in Skamania County, Washington, and desires to utilize Grantors' property for ingress and egress for the individual homeowners within the boundaries of their homeowners association; and

C. WHEREAS, GRANTEE has used an existing road on the GRANTORS' Property commonly known as the "3030 Road" for ingress and egress since the Forest Service Road 9015 was destroyed by flood. A depiction of the 3030 Road is attached hereto as Exhibit "B"; and,

D. WHEREAS, it is the intent of the Parties to provide GRANTEE with perpetual ingress and egress in exchange for consideration and a maintenance obligation from the GRANTEE; and

E. WHEREAS, these recitals are intended to be and are hereby incorporated into this Easement.

NOW, THEREFORE, for and in consideration of the above Recitals, the GRANTORS and GRANTEE hereby agree as follows:

1. THE GRANTORS, for and in consideration of valuable consideration, as set out in part below, do hereby convey a perpetual easement for ingress, egress and utilities, over, under, upon and across the GRANTORS' Property situated in Skamania County, Washington, particularly described in Exhibit "A" appurtenant to the GRANTEE their heirs and assigns and individual members. Tax parcel numbers for each of the members of GRANTEE'S individual homeowner's association members are attached hereto as Exhibit "C." Exhibit "D" contains the legal description for the MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION lots.

2. Consideration: GRANTEE shall pay to GRANTORS the sum of FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$4,300.00) as consideration for this grant of easement rights.

3. Easement Location: The Parties agree and understand that the 3030 Road is currently being used by GRANTEE for access to the Marble Mountain subdivision. The approximate location of the 3030 road is depicted in Exhibit "B." GRANTEE acknowledges that GRANTORS are contemplating selling the GRANTORS' Property to a real estate developer for future residential development. GRANTEE shall be entitled to use the 3030 Road unless and until said real estate developer constructs a new road that provides the same access to GRANTEE as provided herein, and grants to GRANTEE permanent replacement easements reasonably acceptable to GRANTEE.

4. Maintenance of the Easement: All maintenance costs provided for herein shall be prorated on a per lot basis for each Party. GRANTEE shall maintain the 3030 Road in substantially the same condition that it now exists at no cost to GRANTORS. In the event that the GRANTORS' Property is sold to a future real estate developer who constructs a new road, the GRANTEE shall be obligated to repair any damage caused to the future roadway as a result of their use. This provision shall not be construed to obligate GRANTEE to pay more than their fair share of the maintenance and repair of such a future roadway. In the event that the property

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is developed, the GRANTEE agrees to work with the future owners to establish an equitable maintenance schedule.

5. The terms and conditions of this easement shall be binding upon the heirs and assigns of the GRANTORS and of GRANTEE.

6. Exclusions: The MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION shall have the right, exercisable at any time and from time to time, to exclude any MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION Lot Owner and their agents, contractors, employees, guests, invitees, and subcontractors from use of the Lot Owner Easement if such Lot Owner is not a member of the MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION in good standing with all dues paid.

7. Assumption of Risk. GRANTORS make no warranty or representation as to the condition, safety, or suitability of the easement. GRANTEE, on behalf of themselves and their agents, contractors, employees, guests, invitees, members, and subcontractors, expressly assumes all risks relating to use of the easement.

8. Indemnification of GRANTORS. GRANTEE agree to defend, indemnify, and hold GRANTORS harmless from and against any and all loss, damage, claims, penalties, liability, suits, costs and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by GRANTORS arising out of or related to the maintenance, repair, replacement, or use of the easement by GRANTEE, their respective agents, contractors, employees, guests, invitees, members, and subcontractors.

DATED this 28 day of October, 2004.

October 28, 2004

Date

Cyril O. Gillette

CYRIL O. GILLETTE

October 28, 2004

Date

Sharon R. Gillette

SHARON R. GILLETTE

MARBLE MOUNTAIN HOMEOWNER ASSOCIATION

October 28-2004

Date

Dennis Reeves

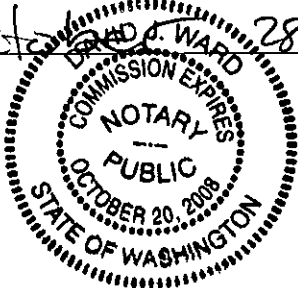
By: DANIS REEVES

Its: PRESIDENT

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that **CYRIL O. GILLETTE** signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 28, 2004.

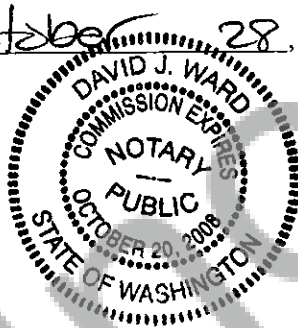


[Signature]
NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: 10-20-08

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that **SHARON R. GILLETTE** signed this instrument, on oath stated that she was authorized to execute this instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: October 28, 2004.



[Signature]
NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: 10-20-08

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Donis Reeves is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the President of **MARBLE MOUNTAIN HOMEOWNERS ASSOCIATION** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: October 28, 2004.



[Signature]
NOTARY PUBLIC for the State of Washington
Residing in the County of Clark
My Commission Expires: 10-20-08

EXHIBIT "A"
LEGAL DESCRIPTION OF
GRANTORS' PROPERTY

Parcel I

The South Half of the Southeast Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Pacific Power and Light Company by instrument recorded in Book 48, Page 276.

Parcel II

That part of Government Lots 7 and 8 of Section 34, Township 7 North, Range 6 East of the Willamette Meridian lying Southerly of the Survey line described as follows: Beginning at the Southwest corner of said Government Lot 7; thence South 89°50'40" East 136.80 feet; thence North 63°10'30" East 982.45 feet; thence South 89°54' East 1,163.79 feet; thence South 32°46'15" East 532.48 feet, more or less, to the South line of Government Lot 8; thence South 89°50'40" East 182.92 feet along said South line of said Government Lot 8 to the Southeast corner thereof.

Parcel III

Gary H. Martin, Skamania County Assessor

Date 10/29/04 PTN # 7-5-2700 +
Parcel # 6-2-7-6-34-300

The Southeast Quarter of Section 24, Township 7 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXHIBIT A

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EXHIBIT "C"
TAX PARCEL NUMBERS FOR MARBLE MOUNTAIN
HOMEOWNERS ASSOCIATION MEMBERS

07061840010000	07061840050000	07061840031200	07061841010500
07061840020000	07061840060000	07061840031300	07061841020000
07061840030000	07061840070000	07061840031400	07061841030000
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07061840030900	07061841010200	07061840040100	07061841120000
07061840031000	07061841010300	07061840040200	07061841130000
07061840031100	07061841010400	07061840040300	07061841140000

EXHIBIT C

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EXHIBIT "D"

Legal Description of the Marble Mountain Homeowners Association Lots

Township 7 North, Range 6 East, Willamette Meridian, Skamania County, Washington Section 18: SE $\frac{1}{4}$ NE $\frac{1}{4}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$; that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ described in Book 194, page 10, records of Skamania County, Washington.

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EXHIBIT D

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