

After recording, return to:

Dominic G. Colletta
Ramis Crew Corrigan & Bachrach, LLP
1727 NW Hoyt Street
Portland, Oregon 97209

REAL ESTATE EXCISE TAX

24398

NOV 03 2004

PAID

105.79

G. deputy

SKAMANIA COUNTY TREASURER

Tax Lot _____
Section _____

Space Above for Recording Information Only

EASEMENT DEED AND AGREEMENT

GRANTOR: Cyril Gillette

GRANTEES: SPIRIT LAKE RELOCATION ASSOCIATION, a
Washington nonprofit corporation

ABBREVIATED LEGAL DESCRIPTION: SE Qtr Sec 24 T7 R5E ~~PTN Sec 34, T7 R6E~~ ^{6.5.} ₁₈

ASSESSOR'S TAX PARCEL NO.:

07060820010000	07060820200000	07060820110000	07060820300000
07060820020000	07060820210000	07060820120000	07060820310000
07060820030000	07060820220000	07060820130000	07060820320000
07060820040000	07060820230000	07060820140000	07060820330000
07060820050000	07060820240000	07060820150000	07060820340000
07060820060000	07060820250000	07060820160000	07060820350000
07060820070000	07060820260000	07060820180000	07060820360000
07060820080000	07060820270000	07060820190000	07060820370000
07060820090000	07060820280000	07060820170000	07060820290000
07060820100000			

RECITALS

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

B. WHEREAS, SPIRIT LAKE RELOCATION ASSOCIATION, a Washington nonprofit corporation (hereinafter collectively "GRANTEE") operates a homeowners association

located in Skamania County, Washington, and desire to utilize Grantor's property for ingress and egress for the individual homeowners within the boundaries of the homeowners association; and

C. WHEREAS, GRANTEE has used an existing road on the GRANTOR'S 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 GRANTOR and GRANTEE hereby agree as follows:

1. THE GRANTOR, for and in consideration of valuable consideration, as set out in part below, does hereby convey a perpetual easement for ingress, egress and utilities, over, under, upon and across the GRANTOR'S Property situated in Skamania County, Washington, particularly described in Exhibit "A" appurtenant to the GRANTEE its heirs and assigns and individual members. Tax parcel numbers for each of the members of GRANTEE'S individual homeowners association members are attached hereto as Exhibit "C." Exhibit "D" contains the legal description for the SPIRIT LAKE RELOCATION ASSOCIATION lots. Exhibit "E" contains the legal description of the property owned by the SPIRIT LAKE RELOCATION ASSOCIATION.

2. Consideration: GRANTEE shall pay to GRANTOR the sum of FOUR THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$4,300.000) 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 and Four Peaks subdivisions. The approximate location of the 3030 road is depicted in Exhibit "B." GRANTEE acknowledges that GRANTOR is contemplating selling the GRANTOR'S 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 GRANTOR. In the event that the GRANTOR'S 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 its fair share of the maintenance and repair of such a future roadway. In the event that the property is developed, the GRANTEE agree 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 GRANTOR and of GRANTEE.

6. Exclusions: The SPIRIT LAKE RELOCATION ASSOCIATION shall have the right, exercisable at any time and from time to time, to exclude any SPIRIT LAKE RELOCATION 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 SPIRIT LAKE RELOCATION ASSOCIATION in good standing with all dues paid.

7. Assumption of Risk. GRANTOR makes 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 GRANTOR. GRANTEE agrees to defend, indemnify, and hold GRANTOR 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 GRANTOR arising out of or related to the maintenance, repair, replacement, or use of the easement by GRANTEE, its agents, contractors, employees, guests, invitees, members, and subcontractors.

DATED this 2nd day of November, 2004.

November 2, 2004
Date

Cyril O Gillette
CYRIL GILLETTE
Sharon R Gillette
SPIRIT LAKE RELOCATION
ASSOCIATION

November 2, 2004
Date

Linda M. King
By: LINDA M. KING
Its: Sec. - Treas.

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that CYRIL GILLETTE ^{and Sharon R. 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: November 2, 2004

Jill L. Erwin
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: November 17, 2007

STATE OF WASHINGTON)
County of Clark) ss.

JILL L. ERWIN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 17, 2007

I certify that I know or have satisfactory evidence that Linda King 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 Secretary-Treasurer of SPIRIT LAKE RELOCATION ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: November 2, 2004

Jill L. Erwin
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: November 17, 2007

JILL L. ERWIN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOVEMBER 17, 2007

Parcel III

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

Gary H. Martin, Skamania County Assessor ^{65.}

Date 11/3/04 Parcel # 7-5-~~27~~-2700
G.S., ₀₀

[illegible]

EXHIBIT "C"
TAX PARCEL NUMBERS FOR MARBLE MOUNTAIN
HOMEOWNERS ASSOCIATION MEMBERS AND
SPIRIT LAKE RELOCATION ASSOCIATION MEMBERS

Spirit Lake Relocation Association Lots

07060820010000	07060820200000
07060820020000	07060820210000
07060820030000	07060820220000
07060820040000	07060820230000
07060820050000	07060820240000
07060820060000	07060820250000
07060820070000	07060820260000
07060820080000	07060820270000
07060820090000	07060820280000
07060820100000	07060820290000
07060820110000	07060820300000
07060820120000	07060820310000
07060820130000	07060820320000
07060820140000	07060820330000
07060820150000	07060820340000
07060820160000	07060820350000
07060820180000	07060820360000
07060820190000	07060820370000

Spirit Lake Relocation Association Parcels

07060820170000

EXHIBIT "D"

Legal Description of the SLRA Lots

Township 7 North, Range 6 East, Willamette Meridian, Skamania County, WA

Section 8: $NE\frac{1}{4}NW\frac{1}{4}$; $E\frac{1}{2}E\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$; $NE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}NW\frac{1}{4}$; $N\frac{1}{2}N\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$.

Unofficial
Copy

EXHIBIT "E"
Legal Description of the SLRA Parcels

Township 7 North, Range 6 East, Willamette Meridian, Skamania County, WA

Section 8: Lot 17 of Four Peaks, as recorded in Book B, page 60, records of Skamania County, WA.

Unofficial
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