

After recording, return to:

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Doc # 2004155367
Page 1 of 11
Date: 11/23/2004 03:49P
Filed by: RAMIS CREW CORRIGAN & BACHRACH
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$29.00

REAL ESTATE EXCISE TAX

24456
NOV 23 2004

PAID EXEMPT

Tax Lot 07-05-00-0-0-0 Sharon R. Gillette Deputy Space Above for Recording Information Only
Section See attached exhibit C, p. 8 SKAMANIA COUNTY TREASURER

CORRECTING EASEMENT DEED AND AGREEMENT

Rerecorded to correct the legal description of the Easement Agreement ("Agreement") originally recorded on November 3, 2004 in Skamania County, file number 2004 155068. The Agreement being made by and between CYRIL GILLETTE and SHARON R. GILLETTE (hereinafter "GRANTOR") and SPIRIT LAKE RELOCATION ASSOCIATION, a Washington nonprofit corporation (hereinafter collectively "GRANTEE").

ABBREVIATED LEGAL DESCRIPTION: Section 24, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington

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 legal description and depiction of the 3030 Road is attached hereto as Exhibit "B"; and,

EASEMENT DEED AND AGREEMENT G:\Real_Estate\Spirit Lake Relocation Assn\CorrectingEsmt-Gillette (111704).DOC

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 has paid 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 legal description and 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 ____ day of _____, 2004.

Nov 22, 2004
Date

Nov 22, 2004
Date

Cyril R. Gillette
CYRIL GILLETTE

Sharon R. Gillette
SHARON R. GILLETTE

SPIRIT LAKE RELOCATION
ASSOCIATION

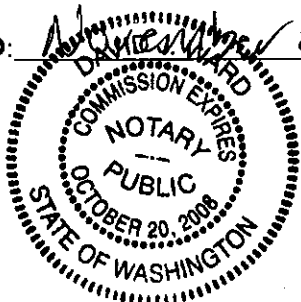
11-23-04
Date

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

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that CYRIL 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 22, 2004.

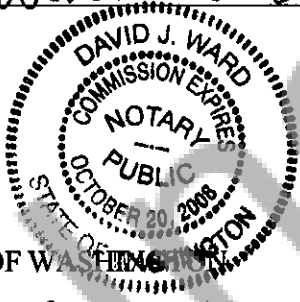


[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: Oct 20, 2008

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that 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 22, 2004.

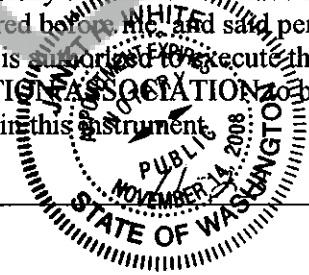


[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: Oct. 20, 2008

STATE OF WASHINGTON)
) ss.
County of Cowlitz)

I certify that I know or have satisfactory evidence that Linda Gray 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 ___ 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: _____, 2004.



[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Cowlitz
My Commission Expires: 11-14-08

EXHIBIT "A"
LEGAL DESCRIPTION OF
GRANTOR'S PROPERTY

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

Date 11-23-04 Parcel # 07-05-00-0-0-2700-00
gm

EXHIBIT "B"
LEGAL DESCRIPTION
FOR
SPIRIT LAKE RELOCATION ASSOCIATION

"MULESHED ROAD" THROUGH THE SOUTHEAST QUARTER OF SECTION 24:

A 60-foot non-exclusive easement for ingress, egress, and utilities, over the Southeast quarter of Section 24, Township 7 North, Range 5 East, Willamette Meridian, Skamania County, Washington, the centerline of which is described as follows:

BEGINNING at a point on the South line of the Southeast quarter of Section 24, that bears North 89° 55' 55" East, 18.00 feet from the South Quarter Corner of Section 24, as shown in Book 3 of Surveys, page 121, Skamania County Auditor's Records; thence North 43° 30' 00" East, 240.00 feet; thence along the arc of a 200 foot radius curve to the right, through a central angle of 21° 30' 00", for an arc distance of 75.05 feet; thence North 65° 00' 00" East, 250.00 feet; thence along the arc of 2000 foot radius curve to the right, through a central angle of 03° 00' 00", for an arc distance of 104.72 feet; thence North 68° 00' 00" East, 70.00 feet; thence along the arc of a 250 foot radius curve to the right, through a central angle of 25° 00' 00", for an arc distance of 109.08 feet; thence South 87° 00' 00" East, 150.00 feet; thence along the arc of a 35 foot radius curve to the left, through a central angle of 157° 00' 00", for an arc distance of 95.91 feet; thence North 64° 00' 00" West, 160.00 feet; thence along the arc of a 400 foot radius curve to the left, through a central angle of 13° 00' 00", for an arc distance of 90.76 feet; thence North 77° 00' 00" West, 45.00 feet; thence along the arc of a 300 foot radius curve to the right, through a central angle of 45° 00' 00", for an arc distance of 235.62 feet; thence North 32° 00' 00" West, 25.00 feet; thence along the arc of a 500 foot radius curve to the left, through a central angle of 11° 00' 00", for an arc distance of 95.99 feet; thence North 43° 00' 00" West, 175.00 feet; thence along the arc of a 300 foot radius curve to the left, through a central angle of 17° 00' 00", for an arc distance of 89.01 feet; thence North 60° 00' 00" West, 80.00 feet; thence along the arc of a 105 foot radius curve to the right, through a central angle of 108° 00' 00", for an arc distance of 197.92 feet; thence North 48° 00' 00" East, 155.00 feet; thence

Legal Description for
Spirit Lake Relocation Assoc.
November 15, 2004
Page 2

along the arc of a 840 foot radius curve to the left, through a central angle of $08^{\circ} 00' 00''$, for an arc distance of 117.29 feet; thence North $40^{\circ} 00' 00''$ East, 120.00 feet; thence along the arc of a 200 foot radius curve to the left, through a central angle of $39^{\circ} 30' 00''$, for an arc distance of 137.88 feet; thence North $00^{\circ} 30' 00''$ East, 275.00 feet; thence along the arc of a 300 foot radius curve to the left, through a central angle of $57^{\circ} 30' 00''$, for an arc distance of 301.07 feet; thence North $57^{\circ} 00' 00''$ West, 145.00 feet; thence along the arc of a 190.00 foot curve to the right, through a central angle of $76^{\circ} 00' 00''$, for an arc distance of 252.03 feet; thence North $19^{\circ} 00' 00''$ East, 210.95 feet to the terminus of said easement centerline at a point on the North line of the Southeast quarter of Section 24 that bears South $89^{\circ} 53' 55''$ East, 137.18 feet from the Center of Section 24, as shown on Survey 3-121. (The sidelines of said 60-foot easement to be extended or shortened so as to terminate on the South, West and North lines of the Southeast quarter of Section 24.)

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EXHIBIT "B"
DEPICTION OF 3030 ROAD

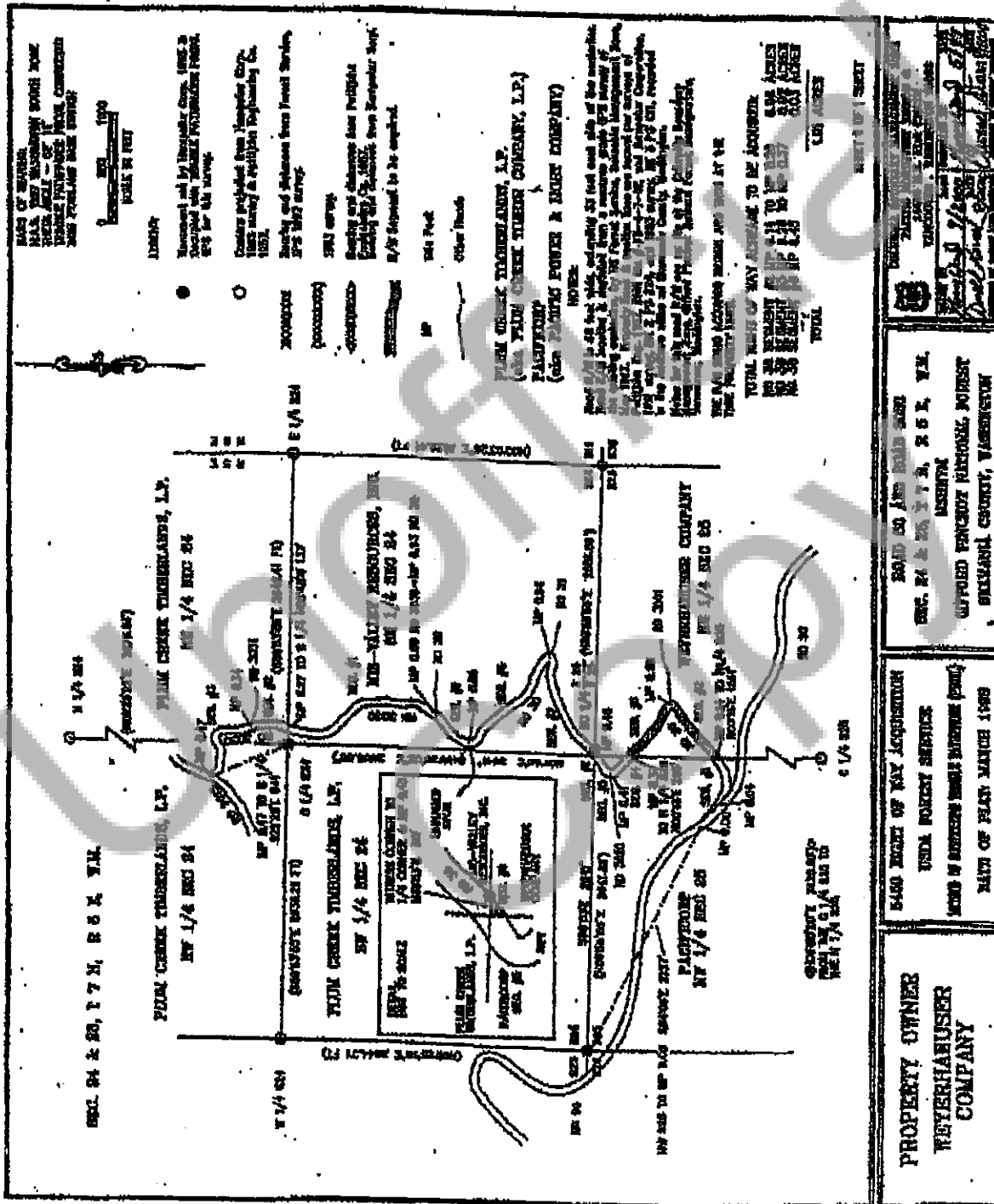


EXHIBIT "C"
TAX PARCEL NUMBERS FOR
SPIRIT LAKE RELOCATION ASSOCIATION MEMBERS

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
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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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