

After recording, return to:

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

REAL ESTATE EXCISE TAX
2H461
NOV 29 2004
PAID *11/29/04*
C. J. DePue
SKAMANIA COUNTY TREASURER

Tax Lot 07-05-00-0-0-2700 *also on page 10* Space Above for Recording Information Only
Section Sec 24, T7N, R5E & page 7
SCR 27122

CORRECTING EASEMENT DEED AND AGREEMENT

Rerecorded to correct the Easement Agreement ("Agreement") originally recorded on November 3, 2004 in Skamania County, file number 2004 155068, and rerecorded November 23, 2004 as document number 2004 155367. The Agreement is between CYRIL GILLETTE and SHARON R. GILLETTE (hereinafter "GRANTORS") and lot owners comprising the members of SPIRIT LAKE RELOCATION ASSOCIATION, a Washington nonprofit corporation (hereinafter collectively "GRANTEES").

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 "GRANTORS"), are the owners of certain real property located in Skamania County, Washington, described in the attached Exhibit "A" (the "Gillette Property"); and,

B. WHEREAS, Grantees are the members of SPIRIT LAKE RELOCATION ASSOCIATION, a Washington nonprofit corporation (hereinafter collectively "GRANTEES") and are the owners of that certain real property described on Exhibit "C" attached and incorporated by this reference; and

C. WHEREAS, GRANTEES have 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 legal description and depiction of the 3030 Road is attached hereto as Exhibit "B"; and,

CASE 11-29-2004
GHW

D. WHEREAS, it is the intent of the Parties to provide GRANTEES with perpetual ingress and egress in exchange for consideration and a maintenance obligation from the GRANTEES; 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 GRANTEES 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 real property of GRANTEES and their heirs, successors and assigns as set forth in Exhibit "C."

2. Consideration: GRANTEES have paid to GRANTORS 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 GRANTEES 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." GRANTEES acknowledge that GRANTORS are contemplating selling the GRANTORS' Property to a real estate developer for future residential development. GRANTEES 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 GRANTEES as provided herein, and grants to GRANTEES permanent replacement easements reasonably acceptable to GRANTEES.

4. Maintenance of the Easement: All maintenance costs provided for herein shall be prorated on a per lot basis for each party. GRANTEES 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 GRANTEES 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 GRANTEES to pay more than their fair share of the maintenance and repair of such a future roadway. In the event that the property is developed, the GRANTEES 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 GRANTORS and of GRANTEES.

6. Assumption of Risk. GRANTORS make no warranty or representation as to the condition, safety, or suitability of the easement. GRANTEES, on behalf of themselves and

their agents, contractors, employees, guests, invitees, members, and subcontractors, expressly assumes all risks relating to use of the easement.

7. Indemnification of GRANTORS. GRANTEES agree 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 GRANTEES, their agents, contractors, employees, guests, invitees, members, and subcontractors.

DATED this 29 day of November, 2004.

Date Cyril O Gillette
CYRIL GILLETTE

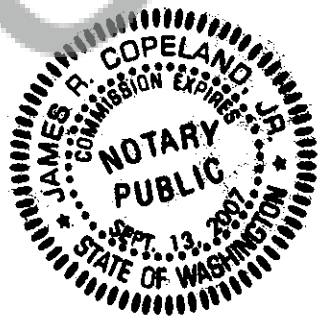
Date Sharon R Gillette
SHARON R. GILLETTE

STATE OF WASHINGTON)
County of Skamania) ss.
)

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 29, 2004.

[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Skamania
My Commission Expires: 9-13-07

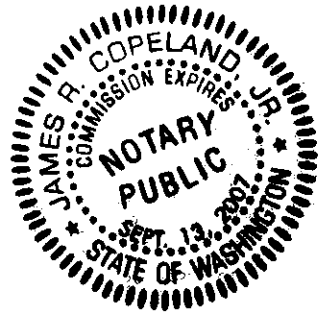


STATE OF WASHINGTON)
) ss.
County of Skamania)

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 29, 2004.

[Signature]
NOTARY PUBLIC for the State of Washington,
Residing in the County of Skamania
My Commission Expires: 9-15-07



Unofficial Copy

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.

7-5-2700
EASE 11-29-04
EAM

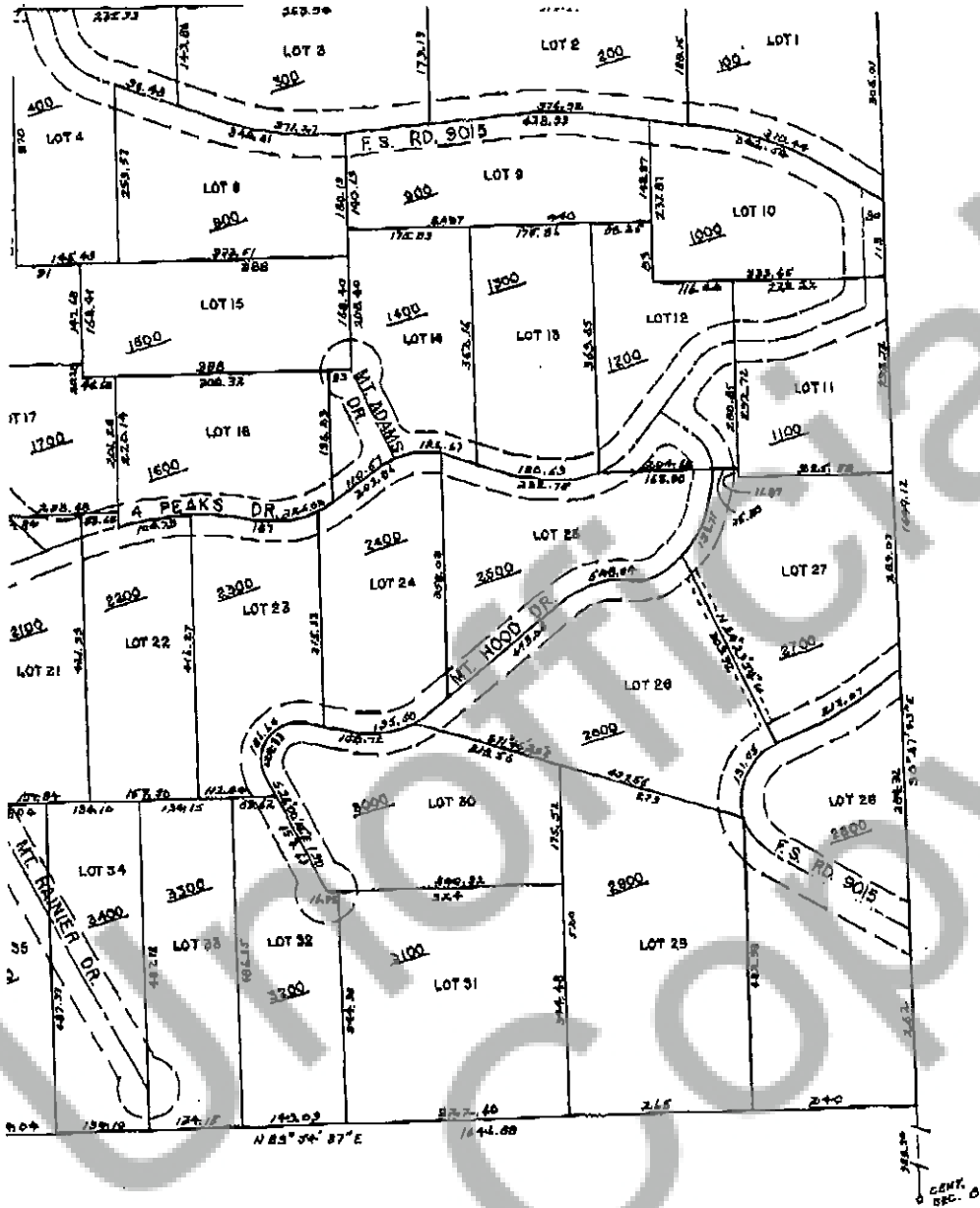
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EXHIBIT "C"
LEGAL DESCRIPTIONS OF GRANTEES' REAL PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, and 37 of the FOUR PEAKS SUBDIVISION according to the recorded Plat thereof, recorded in Book "B" of Plats, Page 61 in the County of Skamania, State of Washington.

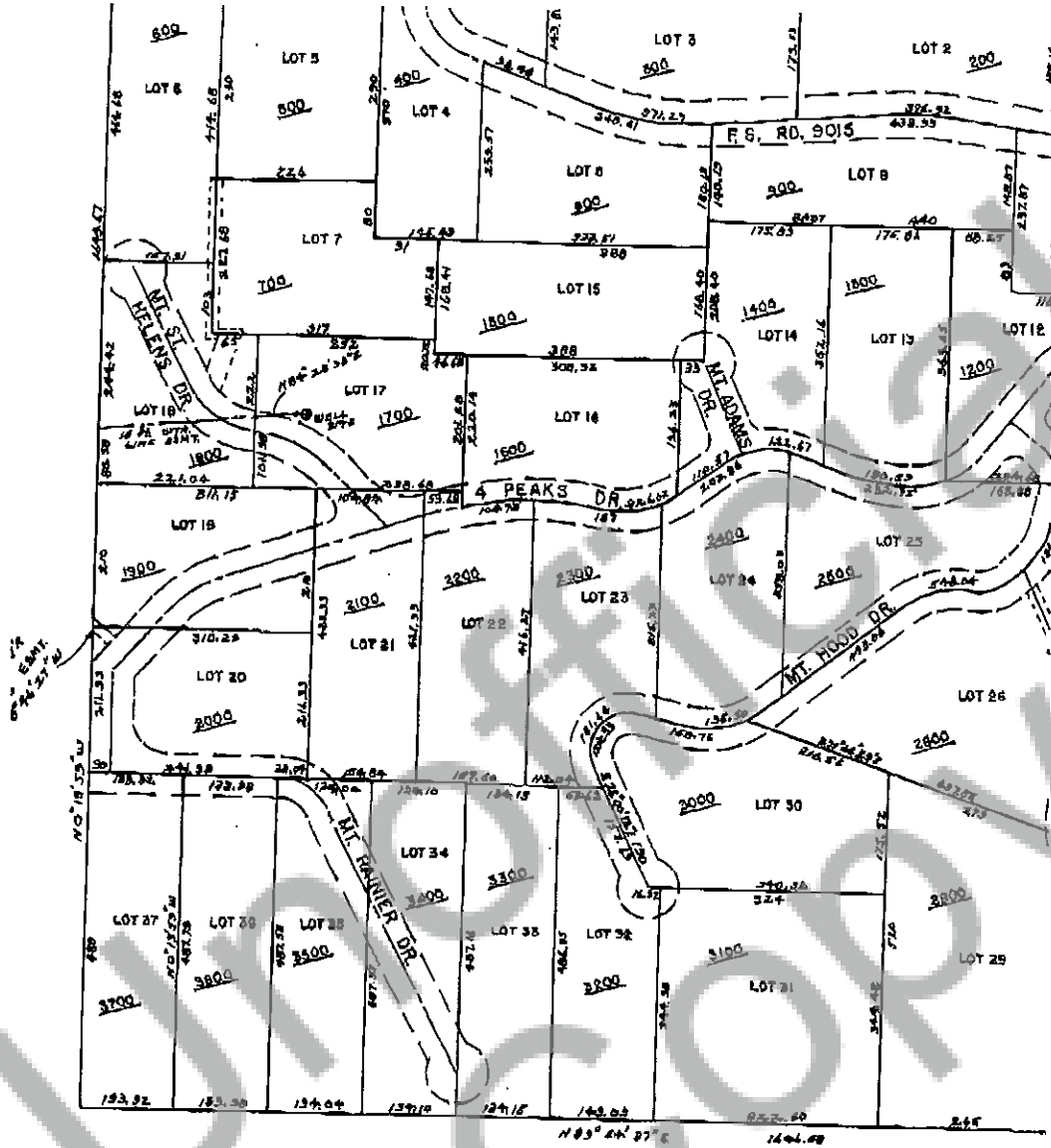
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EXHIBIT "C"
DEPICTIONS OF GRANTEES' REAL PROPERTY



GLENDA J. KIMMEL ASSESSOR	SKAMANIA COUNTY WASHINGTON	NW 1/4 SEC. 8 T. 7 N., R. 8 E. V
	Scale: NONE REVISED 4/88	7-5-8-B

EXHIBIT "C"
DEPICTIONS OF GRANTEES' REAL PROPERTY



GLENDA J. KIMMEL ASSESSOR	SKAMANIA COUNTY WASHINGTON Made: <i>None</i> REVISED:
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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

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