

WHEN RECORDED RETURN ORIGINAL TO:

Bradley Andersen, Esquire  
Schwabe, Williamson & Wyatt, P.C.  
700 Washington Street, Suite 701  
Vancouver, WA 98660

REAL ESTATE EXCISE TAX

28209  
SEP -1 2009  
PAID \$50.90  
Vicki Gelland Property  
SKAMANIA COUNTY TREASURER

EASEMENT

Grantor: Wayne Martin

Grantee: Mercy Properties Washington I, LLC, a Washington Limited Liability Company

Assessor's Tax Parcel Numbers: 02-07-01-1-0-0801/00; 02-07-01-1-0-1000/00

Parties

1.1 Grantor. Wayne Martin, a single man.

1.2 Grantee. Mercy Properties Washington I, LLC, a Washington Limited Liability Company

Easement

2.1 Grant of Easement. Grantor hereby conveys and warrants to Grantee an easement as described herein of the type described herein for the purposes described herein.

2.2 Purpose. The purpose of this easement is for the following: Emergency access to Grantee's Property; access for the purposes of maintenance, repair, construction, or reconstruction of improvements on Grantee's Property; and for installation, use, maintenance, and repair of utilities located within the Easement. The Grantor further agrees not to construct any improvements (i.e. walls, fences, drainage facilities or other structures or facilities) within the Easement Area that will obstruct or interfere with the Grantee's access to, or use of, the Easement.

2.3 Consideration. This easement is for and in consideration of settlement of Skamania County Superior Court Case No. 06-2-00081-3.

2.4 Benefited Property. This easement is to benefit the following described real property situated in the County of Skamania, State of Washington:

Skamania County Tax Parcel No. 02-07-01-1-0-0801/00;

A tract of land located in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at a point on the North line of said Section 1, which is 804.5 feet West of the intersection of said North line with the West line of the H. Shepard D.L.C.; thence South 00°50'54" West parallel with the West line of the said Shepard D.L.C., 34.00 feet to the South right of way line of Vancouver Avenue and the True Point of Beginning; thence North 88°56'55" West 172.73 feet to a brass screw set in curb; thence South 01°33'03" West 227.60 feet; thence North 82°48'05" West 162.97 feet, more or less, to the East right of way line of Second Avenue; thence Southeasterly along said East line to a point which bears South 00°50'54" West from the True Point of Beginning; thence North 00°50'54" East parallel with the West line of Shepard D.L.C., 499.56 feet to the True Point of Beginning.

**2.5 Burdened Property.** This easement is to burden the following described real property situated in the County of Skamania, State of Washington:

Skamania County Tax Parcel No. 02-07-01-1-0-1000/00;

A tract of land in the Northwest Quarter of the Northeast Quarter of Section 1, Township 2, Range 7 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a point 620 feet West and 250 feet South of the Northeast corner of Government Lot 9 in said Section 1; thence South 174 feet; thence East 10 Feet; thence South 110 feet more or less to the North line of Second Street (now known as Rock Creek Drive); thence Westerly along the North line of Second Street 194.50 feet; thence North 284 feet more or less to a point due West of the place of beginning; thence East 184.50 feet to the point of beginning;

**EXCEPTING THEREFROM:**

- A. That portion conveyed to Ernest P. Ackerman, recorded July 24, 1941 in Book 28, Page 380, under Auditor's File No. 30613, Skamania County Records;
- B. Beginning at a point 620 feet West and 250 feet South of the Northeast corner of Lot 9 in said Section 1; thence South 184 feet; thence West 124 feet; thence North 70 feet; thence East 39.5 feet; thence North 124 feet; thence East 84.5 feet to the place of beginning as disclosed by the Estate of Grant Ballard No. 1712.
- C. That portion conveyed to Sadie Ritter by instrument recorded November 30, 1945 in Book 30, Page 553 under Auditor's file No. 34647, Skamania County Deed Records.
- D. That portion conveyed to Kennety Zevely et. ux. by instrument recorded February 1, 1927 in Book V, Page 175 & 176, Skamania County Deed Records.
- E. That portion conveyed to Howard Martin et. ux. by instrument recorded March 16, 1951 in Book 33, Page 399, under Auditor's File No. 42194, Skamania County Deed Records.

SUBJECT TO easements of record.

And including:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, described as follows:

Commencing at the Point of Beginning which is the Southwest corner of the parcel described in Book 245, Page 58, and monumented with a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar; thence Westerly along a curve concave to the North having a radius of 328.10 feet, a distance of 14.40 feet and a central angle of  $02^{\circ}30'55''$  and being subtended by a chord which bears North  $83^{\circ}03'34''$  West 14.40 feet; thence North  $10^{\circ}01'43''$  East a distance of 89.76 feet to a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar; thence South  $00^{\circ}50'54''$  West along the West line of said parcel, a distance of 90.14 feet to the Point of Beginning, containing 646 square feet, more or less.

And including:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, described as follows:

Beginning at a Point North  $00^{\circ}50'54''$  East, a distance 157.11 feet from the Southwest corner of the parcel described in Book 245, Page 58, said point being at the intersection of the West line of said parcel and an existing fence line; thence along said fence line North  $01^{\circ}46'56''$  West, a distance of 54.32 feet to the beginning of a rock wall; thence along the top of said rock wall North  $01^{\circ}34'11''$  West, a distance of 71.22 feet to the corner of a North and East oriented board fence; thence South  $89^{\circ}44'21''$  East along said East oriented board fence, a distance of 5.5 feet to the West line of said parcel; thence South  $00^{\circ}50'54''$  West along said West line of parcel, a distance of 125.47 feet to the Point of Beginning; containing 352 square feet, more or less.

**2.6 Location of Easement.** The location of the easement is over, across, through, and under the following described area:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 East, Willamette Meridian, City of Stevenson, County of Skamania, State of Washington, described as follows:

Commencing at the Point of Beginning which is the Southwest corner of the parcel described in Book 245, Page 58, and monumented with a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar; thence Westerly along a curve concave to the North having a radius of 328.10 feet, a distance of 14.40 feet and a central angle of  $02^{\circ}30'55''$  and being subtended by a

chord which bears North 83°03'34" West 14.40 feet; thence North 10°01'43" East a distance of 89.76 feet to a plastic survey cap inscribed "BELL DESIGN 11873" set on a 5/8 inch diameter rebar; thence South 00°50'54" West along the West line of said parcel, a distance of 90.14 feet to the Point of Beginning, containing 646 square feet, more or less.

- 2.7 Term of Easement. The term of this easement is perpetual.
- 2.8 Maintenance, Improvement and Repair. Grantor shall maintain the easement area and shall allow Grantee to enter the property for which this easement was granted. Grantor agrees to use the easement for purposes that are not inconsistent with Grantee's easement. Grantor agrees that no part of any building or permanent structure shall be placed on or within the Easement Area. Grantee shall be responsible to repair any damage caused by its use of the Easement.
- 2.9 Attorney Fees. In the event any party employs legal counsel, regardless of whether the action results in a court action, to enforce any covenant of this easement, or to pursue any other remedy on default as provided herein, or by law, the substantially prevailing party shall be entitled to recover all reasonable attorneys' fees, appraisal fees, title search fees, other necessary expert witness fees and all other costs and expenses. Such sum shall be included in any judgment or decree entered.
- 2.10 Appurtenant Easement. The benefits and burdens granted and imposed by this instrument shall run with the lands described herein.
- 2.11 Arbitration. In the event a dispute arises between the parties regarding this easement, either party may submit the issue to arbitration by selecting an arbitrator and notifying the other party of the selection. The party receiving such notice shall in turn select a second arbitrator and notify the first party of such selection within seven (7) days of the first notification. The two arbitrators shall in turn select a third within the next seven (7) days. The arbitrators shall be familiar with real estate matters in the Skamania County area. None of the arbitrators shall be related to either party by blood or marriage and shall have no economic interest direct or indirect with the parties. The decision of the arbitrators shall be made within fourteen (14) days after all arbitrators have been named and shall be binding upon the parties. Each of the parties shall be liable for one-half (1/2) the fees and costs of the arbitrators.
- 2.12 Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.
- 2.13 Captions and Construction. The captions in this Easement are for the convenience of the reader and are not to be considered in the interpretation of its terms.



DATED this 23 day of July, 2009.

GRANTOR:

Wayne Martin  
Wayne Martin  
Dated: 06/10/09

GRANTEE:

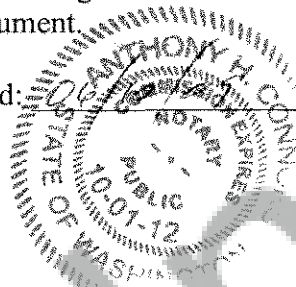
Mercy Properties Washington I, LLC,  
a Washington Limited Liability Company

By: [Signature]  
Its: VICE PRESIDENT  
Dated: 7/23/09

STATE OF WASHINGTON )  
 ) ss.  
County of Klickitat )

I certify that I know or have satisfactory evidence that WAYNE MARTIN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: JUNE 10, 2009

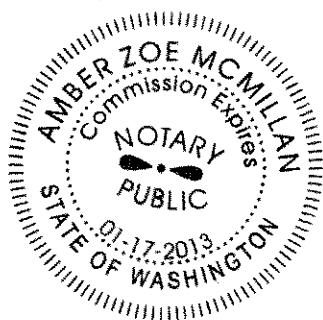


Signature: [Signature]  
ANTHONY H. CONNORS, Notary Public  
(Print Name)  
My appointment expires: 10/01/12

STATE OF WASHINGTON )  
 ) ss.  
County of King )

I certify that I know or have satisfactory evidence that Paul Chiocco is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they was/were authorized to execute the instrument and acknowledged it as the Vice President of Mercy Properties Washington I, LLC, a Washington Limited Liability Company, Grantor, and such execution was the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 23, 2009



Signature: [Signature]  
Amber Zoe McMillan, Notary Public  
(Print Name)  
My appointment expires: Jan. 17, 2013