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Joe R Woodlett
 23 OCT -7 AM 11:28
 DOUGLAS COUNTY AUDITOR
 WATERSVILLE, WASHINGTON
[Signature] DEPUTY
 54-66

**PRIVATE ACCESS EASEMENT, MAINTENANCE
 AND IMPROVEMENT AGREEMENT**

RECITALS:

WHEREAS, the undersigned own real property served by a private access easement as depicted on the record of survey prepared by Larry Weinert which said survey is attached hereto as Exhibit "A" and by reference incorporated herein. The real property owned by the undersigned and to be subject to the terms hereof is more particularly described in Exhibit "B" attached hereto and by referenced incorporated herein.

WHEREAS, the purpose of this agreement is to provide for the future maintenance and improvement of the aforescribed private access easement and to provide for the apportionment, assessment and collection of the cost thereof.

The undersigned agree as follows:

I. DEFINITIONS

1.1 Common Maintenance. The term "common maintenance" as used herein shall mean all reasonable and necessary actions undertaken to preserve the private access easement in a useful and neat condition. Common maintenance shall include, but shall not be limited to; the filling and repairing of potholes, weed control and snow removal.

1.2 Improvements. The term "improvement" as used herein shall mean all actions undertaken to enhance the utility of the private access easement or adapt it to a new or additional purpose. Improvement shall include, but shall not be limited to; an upgrade of the surface composition of the private access easement roadway.

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1.3 Property Owner. The term "property owner" as used herein shall mean any person who agrees in writing to be bound by the terms of this Agreement; the successors and assigns of any such person; and any person who hereafter acquires a fractional portion of real property owned by any such person; provided, however, for voting purposes as set forth below a fractional portion shall not be less than twenty acres in size. In the event real property subject hereto is being purchased pursuant to a real estate contract, the contract vendee, not the contract vendor, shall be deemed the "property owner" of such real property for the purposes of this agreement.

1.4 Voting Property Owner. The term "voting property owner" as used herein shall mean a property owner designated by the multiple owners of a parcel of real property subject hereto to have the authority to cast the vote to which said parcel of real property is entitled when making a decision about common maintenance and improvement of the private access easement.

II. APPORTIONMENT OF EXPENSE

2.1 The property owners shall bear equally the cost of all common maintenance and improvements of the private access easement. For a period of two (2) years from the date of this Agreement, John J. Corning will be responsible for all common maintenance.

III. ASSESSMENT AND COLLECTION OF EXPENSE

3.1 The amount of common maintenance or improvement expense owed by each property owner shall be assessed against all of the real property owned by each said property owner. Such assessment

shall be paid within thirty (30) days after said assessment is levied. The notice of assessment shall clearly set forth the date of levy. Any assessment which is not paid when due shall be delinquent and shall bear interest at the highest rate then permissible for nonusurious consumer transactions within the State of Washington. Said interest shall commence upon the date said assessment becomes delinquent.

3.2 Waiver of Maintenance Cost. Nothing herein shall preclude property owners from agreeing to waive maintenance expenses only for property owners not utilizing the private access easement until such time as said property owners exercise regular or intermittent use of the private access easement.

3.3 Lien. The amount of any assessment levied hereunder, together with any interest accruing on any delinquent assessment and costs of collection, including reasonable attorney's fees whether or not a suit to collect is actually commenced, shall be a lien upon the real property against which the assessment is levied. Said lien shall commence as of the date said assessment is levied. The majority of property owners may authorize the recording of a notice of lien levied. A suit to recover a delinquent assessment and interest thereon may be maintained without foreclosing or waiving this lien. This lien may be foreclosed by the same method as a mortgage.

IV. DECISION MAKING

4.1 Generally. All decisions about common maintenance and improvement of the private access easement, including the

reasonableness and necessity thereof, shall be made by the property owners. Each property owner shall have the right to put to a vote of the property owners any issue or proposal concerning common maintenance or improvement of the private access easement.

4.2 Proposals. An issue or proposal concerning common maintenance or improvement of the private access easement shall be submitted for a vote of the property owners by giving each voting property owner written notice setting forth the name of the property owner submitting the issue or proposal, a specific description of the issue or proposal submitted, the projected total cost and the date by which votes must be cast.

4.3 Notice. Written notice shall be given to voting property owners by mailing such notice by registered mail, postage prepaid, to the last known address of the voting property owner. Such notice shall be given not less than twenty-one (21) days prior to the date by which votes must be cast. The voting property owner shall respond, affirmatively or negatively, to the issue or proposal, in writing to the party submitting the issue or proposal in such twenty-one day period.

4.4 Voting Power. Each parcel of real property subject hereto shall have one vote regardless of the number of owners of said parcel or the difference in acreage. In the event of multiple ownership interests in a single parcel, said multiple owners shall designate a "voting property owner".

4.5 Vote Required. Sixty-Seven percent (67%) of all potential votes, rather than the votes actually cast, shall be

required to render a decision final and conclusive.

V. ADMINISTRATION

5.1 This Agreement shall be administered by one individual chosen by a majority of voting property owners. The administrator's responsibilities shall include calling all meetings, paying all bills, collecting assessments and arranging for common maintenance. The initial administrator shall be John J Corning. The initial administrator shall serve for a term of one (1) year commencing on the date of execution hereof. Thereafter, the administrator shall be appointed on an annual basis by a majority of the voting property owners.

VI. INDEMNIFICATION

6.1 Each property owner agrees to indemnify and hold harmless all other property owners for that property owner's respective assessment and costs of enforcement, including attorney's fees. This provision shall not be construed as requiring a defaulting property owner's assessment and costs of enforcement to be paid before the other property owners have a right to enforce payment.

VII. MISCELLANEOUS

7.1 Filing Lawsuit. If any property owner fails to comply with the terms hereof or pay any amounts due hereunder, any other property owner may file a lawsuit to compel compliance or payment.

7.2 Agreement Runs With The Land. All parties signing this Agreement acknowledge and declare that the conditions herein contained shall run with the land in perpetuity and shall apply to and be forever binding upon the undersigned, the heirs, executors,

administrators, successors and assigns.

7.3 County Not a Party To Agreement. The undersigned acknowledge that Douglas County is not a party to this Agreement and therefore does not warrant this Agreement from any defect that may arise from its execution and application. It is further acknowledged that Douglas County will not enforce any provision of this Agreement and will not maintain or improve the private access easement. If a majority of the property owners agree to request any public agency to assume ownership and maintenance of the private access easement, this easement shall be improved to the applicable public road standards prior to dedication. The responsibility for this improvement shall be borne by the property owners without expense to any public agency.

7.4 Roads Unimproved. The access easement described herein is, at the time of execution hereof, unimproved. Notwithstanding anything contained herein to the contrary, said easement may not be improved beyond said condition without 67% approval of all property owners.

7.5 Roads Dangerous. The access easement and property subject hereto is located in a rural area. The easement is and can be steep and dangerous with seasonal variations. No guardrails, warning signs or other protective devices are provided with the easement and all property owners, their licensees and invitees use said easement at their own risk.

IN WITNESS WHEREOF, the undersigned owners of the above mentioned property have signed this Agreement as of the

28th day of September, 1993.

Billy Joe Matthews

Geneva Matthews

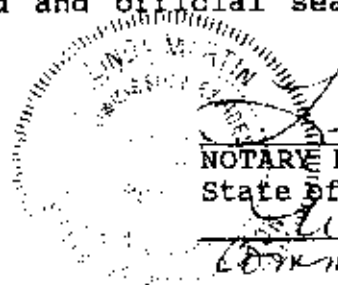
John J. Corning by Mary Ann Corning PCA

Mary Ann Corning

STATE OF WASHINGTON)
COUNTY OF Douglas ; ss

On this day personally appeared before me Billy Joe & Geneva Matthews to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of September, 1993.



Linda Martin
NOTARY PUBLIC in and for the
State of Washington, residing at
Wenatchee
Commission Expires 1-6-94

STATE OF WASHINGTON)
COUNTY OF Douglas ; ss

On this day personally appeared before me Mary Ann Corning to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

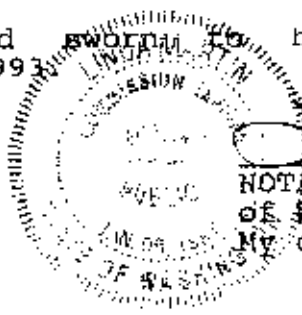
GIVEN under my hand and official seal this 29th day of September, 1993.

Linda Martin
NOTARY PUBLIC in and for the
State of Washington, residing at
Wenatchee
Commission Expires 1-6-94

STATE OF WASHINGTON)
COUNTY OF Douglas) : ss

On this 29th day of September, 1993, before me personally appeared Mary Ann Corning to me known to be the individual described in and who executed the foregoing instrument for herself and also as Attorney in fact for John J. Corning and acknowledged the he signed and sealed the same as his free and voluntary act and deed for himself and also as his free and voluntary act and deed as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living and is not insane.

Signed and sworn to before me this 29th day of September, 1993



Linda Marton
NOTARY PUBLIC in and for the State
of Washington, residing at Wenatche
My commission expires: 1-6-94

EXHIBIT "A-1"

The private access easement is as presently located and depicted on Exhibit A-2. The surveyed description thereof shall be added hereto by supplemental agreement.

EXHIBIT A-2

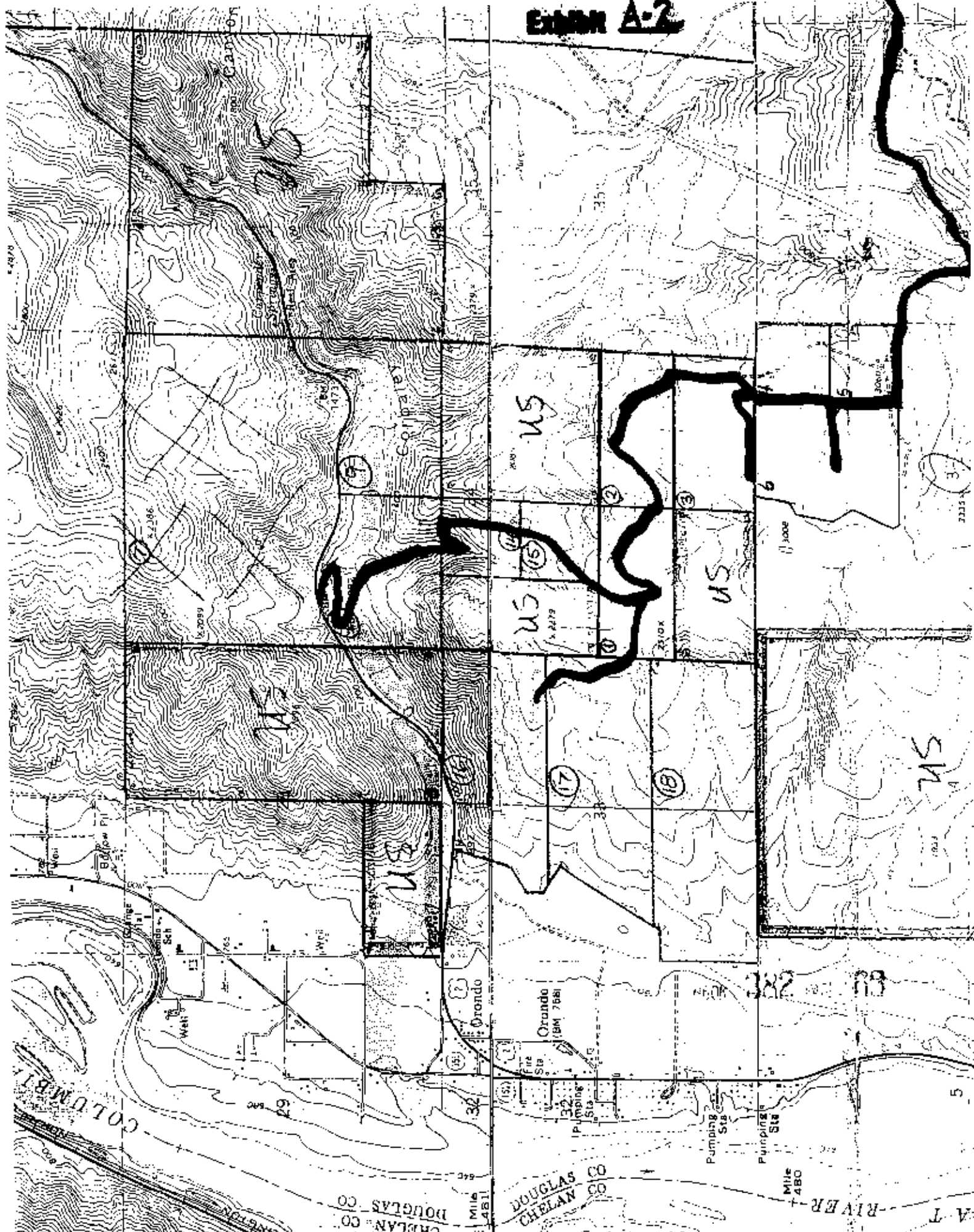


Exhibit B

PARCEL 1

The North half of the Southwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 2

The North half of the Southeast quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 3

The South half of the Southeast quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 4

Government Lot 1 of Section 3, Township 24 North, Range 21, E.W.M., Douglas County, Washington.

PARCEL 5

That portion of Government Lot 8 of Section 3, Township 24 North, Range 21, E.W.M., Douglas County, Washington, lying within the following described tract of land:

Commencing at a point 2500 feet, more or less, South of the Northeast corner of Section 3, Township 24 North, Range 21 E.W.M., Douglas County, Washington, where the County Road going to the farm homestead crosses the East line of said Section 3; thence running West parallel to the North line of said Section for 3500 feet, more or less, to a point of intersection with a fence line along the Westerly margin of a wheat field; thence Northerly along said fence line for 2900 feet, more or less, to the North line of said Section; thence East along the North line of said Section for 3000 feet, more or less, to the Northeast corner of said Section; thence South along the East line of said Section for 2500 feet, more or less to the Point of Beginning.

Exhibit

B

PARCEL 6

Commencing at a point 2500 feet, more or less, South of the Northeast corner of Section 3, Township 24 North, Range 21 E.W.M., Douglas County, Washington, where the County Road going to the farm homestead crosses the East line of said Section 3; thence running West parallel to the North line of said Section for 3500 feet, more or less, to a point of intersection with a fence line along the Westerly margin of a wheat field; thence Northerly along said fence line for 2900 feet, more or less, to the North line of said Section; thence East along the North line of said Section for 3000 feet, more or less, to the Northeast corner of said Section; thence South along the East line of said Section for 2500 feet, more or less to the Point of Beginning.

EXCEPT all that portion thereof lying within Government Lots 1 and 8 of said Section 3.

PARCEL 7

All of the Southwest quarter of Section 27, Township 25 North, Range 21, E.W.M., Douglas County, Washington lying South of the right of way for State Hwy. No. 2.

PARCEL 8

All of the Southeast quarter of Section 27, Township 25 North, Range 21 E.W.M., Douglas County, Washington, lying South of the right of way for State Hwy. No. 2.

PARCEL 9

The Northeast quarter of the Northwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

PARCEL 10

The Southeast quarter of the Northwest quarter of Section 34, Township 25 North, Range 21 E.W.M., Douglas County, Washington.

Exhibit B

PARCEL 11

The East half of the North one-third, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.

PARCEL 12

The East half of the South one-third, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.

PARCEL 13

The East half of the South half of the North two-thirds, as measured along the East line, of the following described tract of land:

All of Section 33, Township 25 North, Range 21, E.W.M., Douglas County, Washington, EXCEPT that certain 100 foot strip conveyed to the Puget Sound Power and Light Company by deed recorded November 7, 1928 in Book 79 of Deeds, page 78, AND EXCEPT those portions conveyed to the State of Washington by deeds recorded in Book 88 of Deeds, page 303, and in Book 110 of Deeds, page 531, page 535 and page 612, and in Book 116 of Deeds, page 12, Douglas County records.