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Return Address:
The John's Real Estate Corporation
130 Riverview Drive
East Wenatchee, WA 98802



3126939
Page: 1 of 13
08/21/2008 01:09P
Douglas County

PRIVATE ACCESS EASEMENT, MAINTENANCE
AND IMPROVEMENT AGREEMENT

Reference numbers of related documents: _____

Grantor: *Re-Record To Attach Exhibit "B"*

1. Jonathan E. and Linda Corning
2. Joshua J. Corning
3. John J. and Mary Ann Corning

Grantee:

1. Jonathan E. and Linda Corning
2. Joshua J. Corning
3. John J. and Mary Ann Corning

Legal Description:

1. Portions of Sec. 27, T. 25 N., R. 21, E.W.M. lying northerly of Highway U.S. 2.
2. Additional legal description is on page 5 of document

Assessor's Property Tax Parcel Account Number(s): 25212720002; 25212710001; 25212730005;
25212720001; 25212710002; 25212730001

RECITALS:

WHEREAS, the undersigned own real property served by a private access easement as described in Exhibit "B" 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 "A" attached and map attached as Exhibit "C" 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.





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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.

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. 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



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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 one (1) year 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



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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 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.





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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



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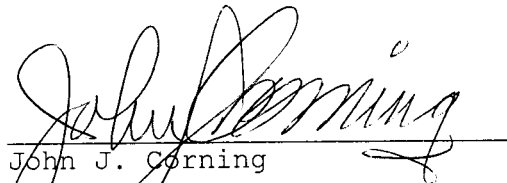


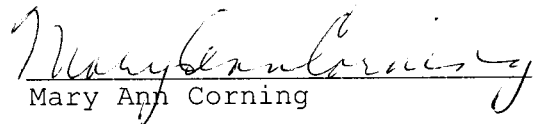
anything contained herein to the contrary , said easement may not be improved beyond said condition without 67% approval of all property owners.

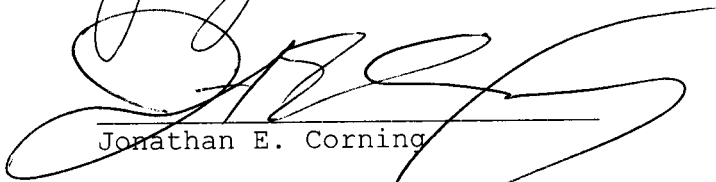
7.5 Roads Dangerous. The access easement and property subject hereto is located in a rural area. The easement is and can be steep and dangerous with seasonal variations. No guardrails, warning signs or other protective devices are provided with the easement and all property owners, their licensees and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

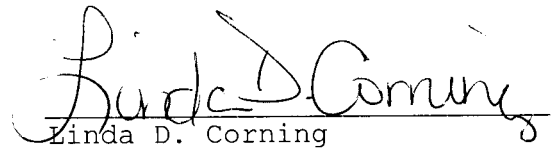
IN WITNESS WHEREOF, the undersigned owners of the above mentioned property have signed this Agreement as of the

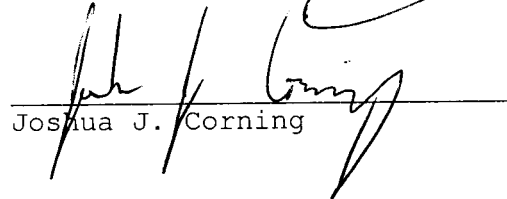
21st day of August, 2008.


John J. Corning


Mary Ann Corning


Jonathan E. Corning


Linda D. Corning


Joshua J. Corning





3126939
Page: 8 of 13
08/21/2008 01:09P
54.00 Douglas County

STATE OF WASHINGTON)
 : ss
COUNTY OF Douglas)

On this day personally appeared before me John J. Corning and Mary Ann Corning to me known to be the individuals 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 21st day of August, 2008

Linda Martin
NOTARY PUBLIC in and for the State of Washington, residing at Wenatchee. My Commission expires 1/6/2010.

STATE OF WASHINGTON)
 : ss
COUNTY OF Douglas)

On this day personally appeared before me Jonathan E. Corning and Linda D. Corning to me known to be the individuals 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 21st day of August, 2008

Linda Martin
NOTARY PUBLIC in and for the State of Washington, residing at Wenatchee. My Commission expires 1/6/2010.



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Page: 8 of 21
09/18/2008 11:11
62.00 Douglas County

STATE OF WASHINGTON)
 : SS
COUNTY OF Douglas)



3126939
Page: 9 of 13
08/21/2008 01:09P
54.00 Douglas County

On this day personally appeared before me Joshua J. Corning to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of August, 2008

Linda Martin

NOTARY PUBLIC in and for the State of Washington, residing at Wenatchee. My Commission expires 1/6/2010.



3127752
Page: 9 of 21
09/18/2008 11:11
62.00 Douglas County



EXHIBIT "A"

Lot 9:

All the lands lying in the West half of the West half lying North of Highway 2 in Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.

Lot 10:

All distances and areas shown on the following described parcel of land are grid values per N.A.D 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain round distances and areas multiply by a factor of 1.0001291.

All of the Northeast Quarter of the Southwest Quarter and the East Half of the Northwest Quarter of Section 27, Township 25 North, Range 21 East, of the Willamette Meridian, Douglas County, Washington. lying North of State Route 2.

Except that portion of the East half of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of said Section 27 a rebar and cap that bears South 89°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1908.25 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 1290.50 feet to the center of a private road; Thence South 81°52'58" East along the center line of said road for a distance of 14.26 feet; Thence along a curve to the left, the cord of which bears North 67°47'40" East, having a radius of 75.00 feet, a delta angle of 60°38'45" for an arc distance of 79.39 Feet; Thence North 37°28'18" East for a distance of 115.18 feet; Thence leaving said road centerline South 04°35'34" West for a distance of 1402.77 feet to the Point of Beginning.

Lot 11:

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain round distances and areas multiply by a factor of 1,0001291.

The Northwest Quarter of the Northeast Quarter of section 27, Township 25 North, Range 21 East. Willamette Meridian, Douglas County. Washington.





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Exhibit "A" continued

Together with that portion of the East 'calf of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of Section 27 a rebar and cap that bears South 89°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1307.21 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 689.46 feet to a point in the center of a private road; Thence South 81°52'58" East for a distance of 14.26 feet along the center line of said road; Thence along a curve to the left, the cord of which bears North 67°47'40" East, having a radius of 75.00 feet, a delta angle of 60°38'45" for an arc distance of 79.39 feet; Thence North 37°28'18" East for a distance of 115.18 feet; Thence leaving said road centerline South 04°35'34"¹ West for a distance of 801.73 feet to the Point of Beginning.

Lot 12:

The Northeast quarter of the Northeast quarter of Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.

Lot 13:

All distances and areas shown on the following described parcel of land are grid values per NAD 83/1991 adjustment, Washington State Coordinate System, North Zone. To obtain ground distances and areas multiply by a factor of 1.0001291.

The Southwest Quarter of the Northeast Quarter and that portion of Northwest Quarter of the Southeast Quarter of Section 27. Township 25 North, Range 21 East. Willamette Meridian, County of Douglas. Washington, lying North of State Route 2.

Together with that portion of the East half of the Northwest Quarter of said Section 27 described as follows:

Commencing at the North Quarter Corner of Section 27 a rebar and cap that bears South 39°51'12" East a distance of 2814.13 feet from a rebar and cap at the Northwest Corner of said Section 27; Thence South 04°35'34" West for a distance of 1908.25 feet to the True Point of Beginning; Thence South 87°35'33" West for a distance of 145.44 feet to a rebar and cap; Thence North 04°35'34" East for a distance of 601.04 feet; Thence North 87°35'33" East for a distance of 145.44 feet; Thence South 04°35'34" West for a distance of 601.04 feet to the Point of Beginning.



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Exhibit "A" continued

Lot 14:

The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter lying North of SR2 in Section 27, Township 25 North, Range 21 East of the Willamette Meridian, Douglas County, Washington.



Exhibit "C"

