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

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

Grantors: John J. Corning and Mary Ann Corning, husband and wife
Grantees: John J Corning and Mary Ann Corning, husband and wife
Reference Number(s) of Documents Assigned or Released:
Abbreviated Legal Description: Sec. 9, T24N, R21, EWM, Douglas County, WA
Complete or Additional Legal Description attached as Exhibit "A"
Assessor's Parcel Account Number(s): 242 109 000 00

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 reference incorporated herein.

WHEREAS, the purpose of this agreement is to provide for the future maintenance and improvement of the afore described 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 will mean all reasonable and necessary actions undertaken to preserve the private access easement in a useful and neat condition. Common maintenance will include, but will not be limited to, the filling and repairing of potholes and weed control.

1.2 Improvements. The term "improvement" as used herein will mean all actions undertaken to enhance the utility of the private access easement or adapt it to a new or additional purpose. Improvement will include, but will 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 will 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, will 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 will 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 will bear equally the cost of all common maintenance and improvements of the private access easement.

III. ASSESSMENT AND COLLECTION OF EXPENSE

3.1 The amount of common maintenance or improvement expense owed by each property owner will be assessed against all of the real property owned by each said property owner. Such assessment will be paid within thirty (30) days after said assessment is levied. The notice of assessment will clearly set forth the date of the levy. Any assessment which is not paid when due will be delinquent and will bear interest at the highest rate then permissible for nonusurious

consumer transactions within the State of Washington. Said interest will commence upon the date said assessment becomes delinquent.

3.2 Waiver of Maintenance Cost. Nothing herein will 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 fees whether or not a suit to collect is actually commenced, will be a lien upon the real property against which the assessment is levied. Said lien will 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, will be made by the property owners. Each property owner will 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 will 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 will 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 will be given not less than twenty-one (21) days prior to the date by which votes must be cast. The voting property owner will 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 will 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 will designate a "voting property owner."

4.5 Vote Required. Sixty-seven percent (67%) of all potential votes, rather than the votes actually cast, will be required to render a decision final and conclusive.

V. ADMINISTRATION

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

fees. This provision will 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 will run with the land in perpetuity and will 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 warranty 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 will be improved to the applicable public road standards prior to dedication. The responsibility for this improvement will 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.

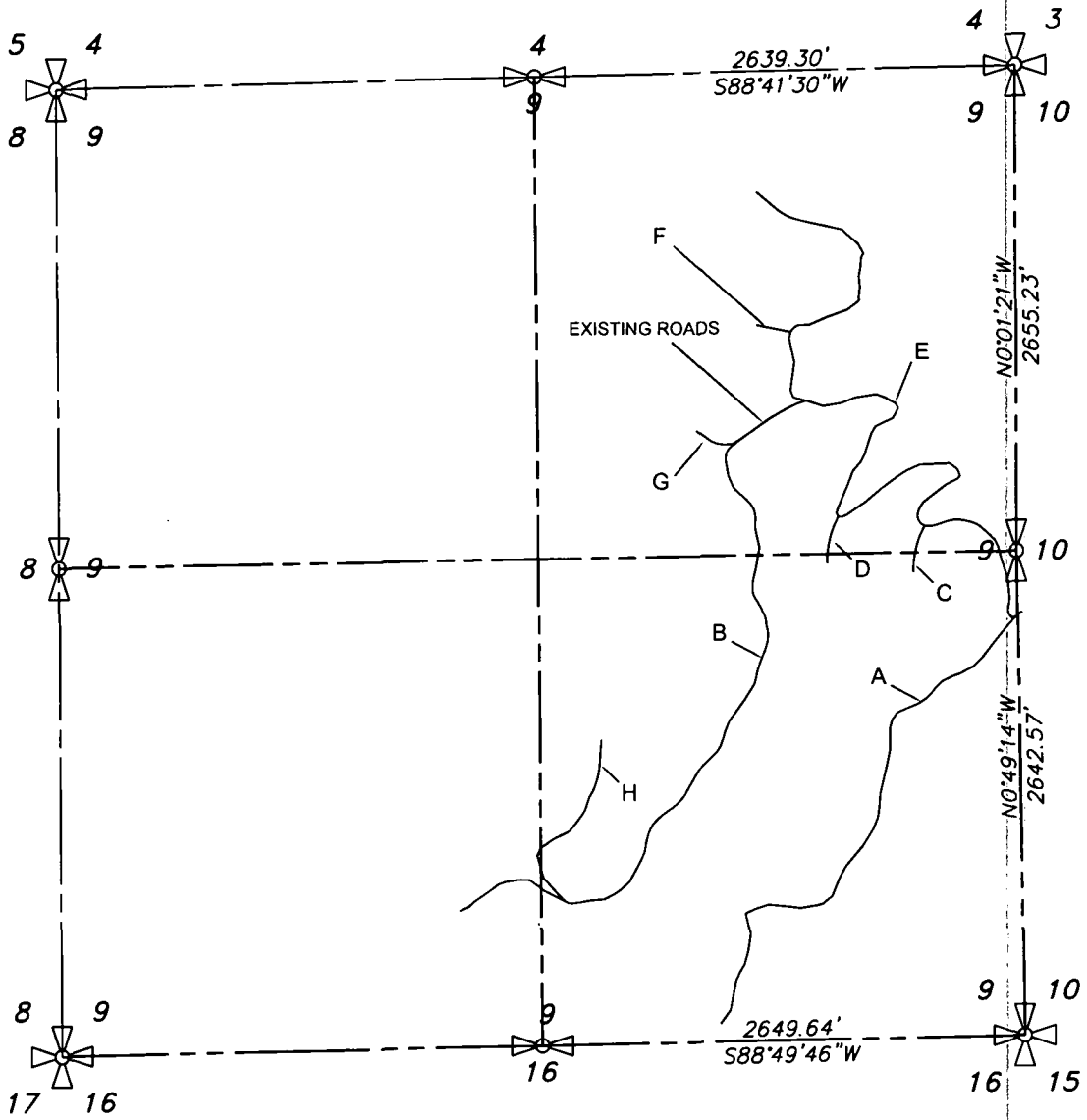
EXHIBIT "A"

Section 9, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County,
Washington.

EXHIBIT "B"

A strip of land 60 feet in width, the center line of which is the center line of the existing roads in Section 9, Township 24 North, Range 21 East of the Willamette Meridian, Douglas County, Washington as generally depicted on Exhibit "C" as Roads A through H, which is attached hereto and incorporated herein by this reference.

EXHIBIT "C"



EASEMENT EXHIBIT
SEC. 9, T. 24 N, R. 21 E.W.M.