

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

DREW M. BODKER
ATTORNEY AT LAW
S. 1401 GRAND BLVD. #203 N
SPOKANE, WASHINGTON 99203

09/16/2008 10:07:34 AM
Recording Fee \$52.00 Page 1 of 11
Easement BODKER
Spokane County Washington

5717108



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DECLARATION OF ROADWAY AND UNDERGROUND UTILITY EASEMENT

This Declaration of Roadway and Utility Easement (*Easement*) is made and entered into this 3rd day of September, 2008, by **Latah Properties, L.L.C.**, a Washington limited liability company, as both Grantor and Grantee, (*hereinafter referred to as "Grantor"*)

WITNESSETH:

WHEREAS, the Grantor is the owner of certain parcels of real property referred to herein as the "Parcels" or the "Property", located in Spokane County, Washington, the abbreviated legal description of which is as follows:

NW ¼ S2, T23N, R43EWM

Tax Parcel Nos. 33025.9042; 33022.9040; 33022.9041; 33022.9037; 33022.9005

The full legal descriptions are set forth on Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth, and

WHEREAS, the Grantor desires to declare, grant and create an easement for ingress, egress and utilities which will enable the Grantor to subdivide the Property into as many as

- 1 -

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R. E. Excise Tax Exempt

Date 9-16 2008

Spokane County Treas.

By

M. Olson

fourteen (14) parcels (the current projected configuration of which is shown on Exhibit "B" attached hereto as Parcels 1-13 and Tract "A"), by creating an access and utility easement across the Property for the benefit of each of these Parcels as they now exist and as they may be subdivided in the future by Grantor, and said easement may later be extended to six (6) other neighboring lots which are not owned by Grantor, as set forth hereinafter,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by the parties hereto, the adequacy and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. The Grantor hereby creates, declares, grants and conveys a perpetual, non-exclusive easement for the purpose of constructing, improving, repairing, cleaning and maintaining a roadway for ingress, egress and related improvements, and for constructing and maintaining underground utility services and lines for use in carrying the flow of sewage, water, gas, electricity, telephone transmissions, and/or other utilities, on, over, under and across an easement sixty (60') feet in width as shown on Exhibit "B" attached hereto and as legally described on Exhibit "C" attached hereto, for the benefit of all of the Property described on Exhibit "A". Additional areas outside of said sixty (60') foot width are also subject to this Easement for necessary cuts, fills and slopes for the road, as required by Spokane County, and as may be shown on the final road plans for Latah Ridge Lane. The term "related improvements" to the easement road shall include, but not be limited to, the right to construct entry gates, entry statements, landscaping and irrigation therefore, illumination (which may be above-ground) and a paved roadway surface. The easement roadway shall be known as Latah Ridge Lane.

2. The owners of all Parcels within the Property shall keep any roadway constructed in the easement area free and clear for motor vehicle use and they shall maintain and repair the common roadway in a workmanlike and reasonable manner so that motor vehicles will always be able to use the common roadway without undue inconvenience, PROVIDED HOWEVER, that if the owner of any Parcel does not use Latah Ridge Lane for ingress and egress purposes, and, instead receives its access directly from Stoughton Road, then the owners of such Parcels shall not be obligated to pay any road maintenance costs.

3. Each of the owners of Parcels of the Property which are served by the private road easement shall bear a proportion of the maintenance costs for the roadway. The maintenance, repair and/or operation costs shall be determined and assessed as per RCW 64.38, and shall be shared by the Property owners as follows:

A. It is agreed that any specific road repair, maintenance or operational costs shall be divided by the total number of individual Parcels served by the private easement road known as Latah Ridge Lane. The share that each Property owner shall pay is equal to the number of Parcels held in the name of said Property owner, provided that if there is a residence located on said Parcel, or if construction of a house has been commenced on a Parcel, then the Property owner shall pay one (1) additional share for a total of two

(2) shares. For example, if a Parcel Owner owns two Parcels, and a house is being constructed on one Parcel but the other Parcel is vacant, then said Owner would be obligated to pay a total of three shares of road maintenance costs. A non-profit corporation/association shall be formed for the purpose of administering the maintenance and repair of the private road. The Owner of each Parcel served by the private road shall be a member of the association and shall have one vote for each share of road maintenance costs, as set forth hereinabove.

B. It is specifically understood and agreed that in the event the future use of any of the Property would entail specific road improvements which are required by Spokane County in order to obtain a building permit on a particular Parcel, then the cost of any such improvement shall be borne by the owner seeking the building permit and not by the other Property owners.

C. Grantor is hereby designated as the authorized agent for the purpose of ordering road maintenance, repair, snow plowing, etc., as needed, for a the same period of time that Grantor owns any Parcel or until Grantor resigns, whichever is earlier. The authorized agent must obtain a concurrence of a majority of all Property owners who participate in the road maintenance before incurring any single expense in excess of the sum of \$5,000.00 in any calendar year. Latah Ridge Lane shall be kept free and clear for motor vehicle use, and said roadway shall be maintained and repaired in a workmanlike and reasonable manner so that motor vehicles will always be able to enter and use the roadways without undue inconvenience. The maintenance and repair of the roadways shall include, but not be limited to, grading, replenishment of gravel, filling of potholes, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water. In the event that an owner constructs a culvert across the private easement road, then said culvert must be constructed in such a manner that it will not adversely affect drainage on the road or onto other neighboring Parcels. Any owner who constructs such a culvert shall also be responsible for maintaining the culvert. If any owner or his agent should cause damage to the easement roadway, then that owner shall be responsible for paying any repair costs for said roadway. The authorized agent for road repair, which shall initially be Grantor, shall be the entity or person who has the responsibility of determining whether or not a Parcel owner has caused damage to the easement road which said Parcel owner should individually bear.

D. It is acknowledged that Spokane County has no responsibility to build, improve, maintain or otherwise service the private access roads and associated appurtenances contained within, or to provide service to the properties described herein. By accepting any private roads or any subsequently allowing any building permits to be issued for property served by private access roads, Spokane County assumes no obligation for said access roads and it is acknowledged that Spokane County has no

obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on the private access roads or their associated appurtenances.

E. After Grantor's term as the authorized agent has ended, a new authorized agent shall be selected, and may be changed from time to time, as the majority of the Property owners who pay road maintenance costs shall agree by vote at any meeting called for the purpose by any of these parties, their heirs or assigns. Any meeting so called shall not be held sooner than 14 days after a written notice of the intent and purpose of the meeting shall be reduced to writing, deposited in the mail, postage prepaid and addressed to each Property owner. The voting shall be conducted in the same proportion and manner as the costs of road maintenance in section 3-A, above.

F. Each party hereto agrees on behalf of themselves, their heirs, executors and assigns that any assessment agreed to herein, which shall remain due and unpaid after notice has been sent by the authorized agent of the amount of the assessment due, and the obligated Property owner shall fail to pay the same within thirty (30) days after the due date thereof, which date shall be designated in the notice of assessment, then the same shall constitute a lien on the Property of the delinquent owner. Any notice shall be complete by depositing the same in the U.S. mail, certified, return receipt requested, postage prepaid, directed to said Property owner. The parties hereto agree that the authorized agent shall be entitled to file a notice of claim of lien according to the mechanics' and material men's liens statute set forth in RCW 60.04.060. The parties hereto further agree that the cost of enforcement and/or collection of said assessment, including court costs, filing fees and reasonable attorney's fees, shall be paid by the delinquent Property owner in addition to the assessment levied on the Property.

G. There shall be due at the time of closing of the first sale by Grantor of any Parcel which is subject to road maintenance costs, an initial charge of \$500.00 which shall be used to set up a fund for road maintenance costs. This initial \$500.00 fee shall not apply to any Parcel which does not use Latah Ridge Lane for the primary residential access to the Owner's Parcel, and it shall not apply to any re-sale of Parcels. If any Parcel did not pay the initial charge because it fronts on Stoughton Road and did not use Latah Ridge Lane for access, but then later uses Latah Ridge Lane for access, then said Parcel Owner (or their successors) shall pay the \$500.00 fee at the time said Owner begins to use Latah Ridge Lane, at which time the said Parcel Owner shall also become liable for all other maintenance and repair costs for Latah Ridge Lane, in the same manner as any other Parcel.

H. Any entry gates on Latah Ridge Lane must be unanimously approved by all those Parcel owners who will use said private road for ingress and egress. Similarly, any improvements to Latah Ridge Lane, such as paving or oiling, must receive the approval of not less than 75% of those Parcel owners whose parcels are served by said

road, using the 1 or 2 share/votes per Parcel as set forth in 3-A, above.

4. There are six (6) parcels of land which border the Project and Latah Ridge Lane, and they are labeled as "Additional Lots A-F" on Exhibit "B". Grantor may extend the easement rights set forth herein to any or all of the Additional Lots, provided that the maximum number of separate parcels of land served by Latah Ridge Lane shall not exceed twenty (20). After Grantor no longer owns a Parcel, the easement rights set forth herein may be extended to the Additional Lots upon a vote of a majority of the Parcel Owners that use Latah Ridge Lane, once again using the 1 or 2 shares / votes per Parcel as set forth in 3-A, above. Upon the written agreement of the Additional Lot owner(s) to be bound by this Easement and upon payment of a \$20,000.00 per parcel road extension fee, such Additional Lots shall enjoy all access and underground utility easement rights as are set forth herein, shall be members of the Association, shall be obligated to pay all maintenance and repair fees and other obligations as set forth herein and shall be subject to lien for non-payment thereof, just as if such Additional Lot(s) were originally a "Parcel" as defined herein. The \$20,000.00 road extension fee shall be evenly divided among all of the Parcels that use Latah Ridge Lane except the Additional Lots.

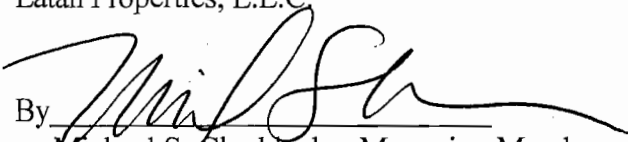
5. This Easement, with road maintenance covenants, shall be an appurtenant easement that shall run with the land and shall be binding upon the successors, heirs and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

GRANTOR:

Latah Properties, L.L.C.

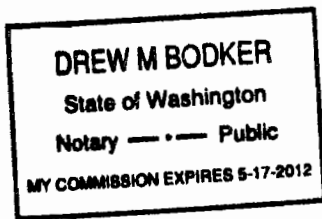
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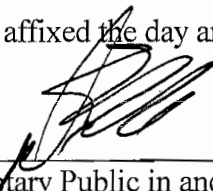

Michael S. Chadduck - Managing Member

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 3rd day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Chadduck to me known to be the Managing Member of Latah Properties, L.L.C., the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.





Notary Public in and for the State of
Washington, Residing at Spokane
My Appointment Expires: 5-17-12

The undersigned hereby agrees to be bound by the terms of this Declaration of Roadway and Underground Utility Easement.

*Ruth C. Hanly, by Marilyn Iverson
her attorney in fact*

Ruth C. Hanly, by Marilyn Iverson,
her attorney in fact

STATE OF WASHINGTON)
County of King) ss.
)

On this 11th day of September, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Marilyn Iverson to me known to be the individual described in and who executed the foregoing instrument as attorney in fact of Ruth C. Hanly also therein described, and acknowledged to me that she signed and sealed the same as the free and voluntary act and deed of the said Ruth C. Hanly 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 Ruth C. Hanly is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



L. Christine McMullin
Notary Public in and for the State of
Washington, residing at Sydneywood
My Appointment Expires: 6/19/11

EXHIBIT "A"

The West half of the West Half of the Southeast Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 43 East, W.M. in the County of Spokane, State of Washington.
Parcel No. 33022.9040

The East Half of the West Half of the Southeast Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 43 East, W.M. in the County of Spokane, State of Washington.
Parcel No. 33022.9041

The North Half of the Southwest Quarter of the Northeast Quarter of Section 2, Township 23 North, Range 43 East, W.M. in the County of Spokane, State of Washington;
TOGETHER WITH East Half of the Southeast Quarter of the Northwest Quarter of said Section 2;
ALSO TOGETHER WITH that portion of East 98.00 rods of the North half of the Southwest Quarter of said section lying northerly of Elder Road.
Parcel No. 33025.9042

Government Lot 4, in the Northwest Quarter of Section 2, Township 23 North, Range 43 East, of the Willamette Meridian;
EXCEPT Stoughton Road;
ALSO delineated as Tract A of that certain survey Recorded July 26, 2005 under Auditor's File No. 5250328 in Book 117 of Surveys Page 45;
Situate in the County of Spokane, State of Washington.
Parcel No. 33022.9005

The Southwest Quarter of the Northwest Quarter of Section 2, Township 23 North, Range 43 East, of the Willamette Meridian;
ALSO delineated as Tract B of that certain survey Recorded July 26, 2005 under Auditor's File No. 5250328 in Book 117 of Surveys Page 45;
Situate in the County of Spokane, State of Washington.
Parcel No. 33022.9037

EXHIBIT "B"

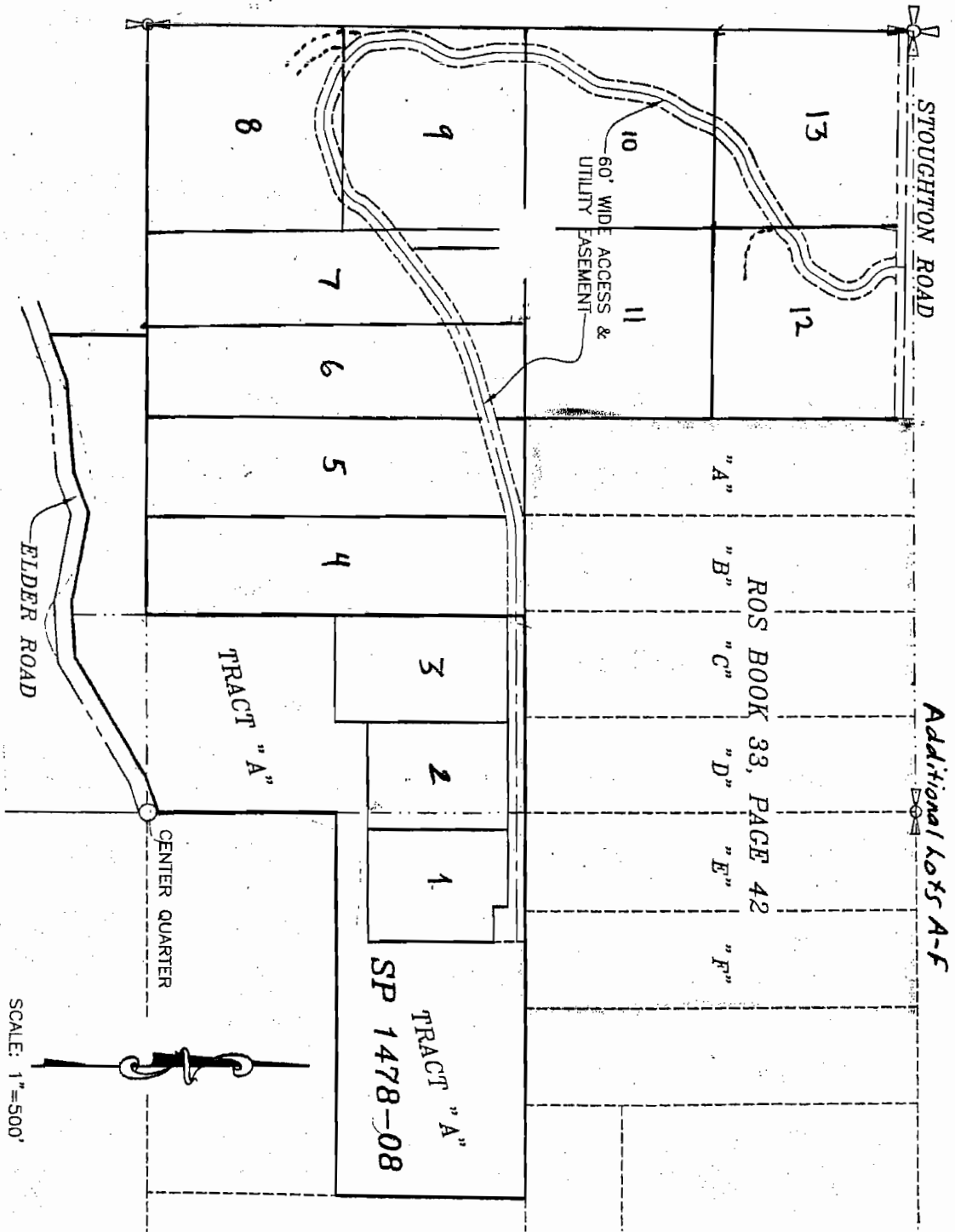


EXHIBIT "C"

Legal Description
60' ACCESS & UTILITY EASEMENT
For
Latah Ridge Development

An easement for ingress, egress and utilities, over, under and across a 60 foot wide strip of land located in the North Half of Section 2, Township 23 North, Range 43 East, W.M. in the County of Spokane, State of Washington the centerline of which is more particularly described as follows: Commencing at the Northwest corner of said Section 2; thence S01°34'58"W along the west line of said section, a distance of 17.00 feet to the centerline of Stoughton Road; thence S88°28'57"E along said centerline, a distance of 809.52 feet; thence S01°31'03"W a distance of 30.00 feet to its intersection with the southerly margin of Stoughton Road and True Point of Beginning of this centerline description; thence continue S01°31'03"W a distance of 3.22 feet to the beginning of a curve concave to the east and having a radius of 100.00 feet; thence southerly along said curve through a central angle of 54°17'29" an arc distance of 94.76 feet to the beginning of a reverse curve concave to the west and having a radius of 100.00 feet; thence southerly along said curve through a central angle of 85°50'39" an arc distance of 149.83 feet; thence S33°04'12"W a distance of 84.51 feet to the beginning of a curve concave to the northwest and having a radius of 100.00 feet; thence southerly along said curve through a central angle of 51°49'10" an arc distance of 90.44 feet to the beginning of a reverse curve concave to the southeast and having a radius of 100.00 feet; thence southwesterly along said curve through a central angle of 46°16'29" an arc distance of 80.76 feet to the beginning of a reverse curve concave to the northwest the radius of which bears N51°23'07"W a distance of 100.00 feet; thence southwesterly along said curve through a central angle of 19°22'40" an arc distance of 33.82 feet; thence S57°59'33"W a distance of 116.81 feet to the beginning of a curve concave to the northwest and having a radius of 615.00 feet; thence southwesterly along said curve through a central angle of 12°27'40" an arc distance of 133.75 feet to the beginning of a reverse curve concave to the southeast and having a radius of 185.00 feet; thence southwesterly along said curve through a central angle of 24°10'25" an arc distance of 78.05 feet; thence S46°16'48"W a distance of 41.53 feet to the beginning of a curve concave to the east and having a radius of 150.00 feet; thence southerly along said curve through a central angle of 22°08'52" an arc distance of 57.98 feet; thence S24°07'56"W a distance of 73.37 feet to the beginning of a curve concave to the west and having a radius of 150.00 feet; thence southerly along said curve through a central angle of 14°38'05" an arc distance of 38.31 feet to the beginning of a reverse curve concave to the east and having a radius of 300.00 feet; thence southerly along said curve through a central angle of 30°03'29" an arc distance of 157.38 feet; thence S08°42'31"W a distance of 127.37 feet to the beginning of a curve concave to the west and having a radius of 100.00 feet; thence southerly along said curve through a central angle of 25°55'22" an arc distance of 45.24 feet; thence S34°37'53"W a distance of 116.36 feet to the beginning of a curve concave to the east and having a radius of 235.00 feet; thence southerly along said curve through a central angle of 32°06'11" an arc distance of 131.67 feet; thence S02°31'42"W a distance of 103.84 feet to the beginning of a curve concave to the east and having a radius of 100.00 feet; thence southerly along said curve through a central angle of 11°16'19" an arc distance of 19.67 feet; thence S08°44'37"E a distance of 102.63 feet to the beginning of a curve concave to the northwest and having a radius of 123.82 feet; thence southerly along said curve through a central

EXHIBIT "C" (continued)

angle of $40^{\circ}07'40''$ an arc distance of 86.72 feet; thence $S31^{\circ}23'03''W$ a distance of 45.69 feet to the beginning of a curve concave to the east and having a radius of 185.00 feet; thence southerly along said curve through a central angle of $35^{\circ}28'40''$ an arc distance of 114.55 feet; thence $S04^{\circ}05'37''E$ a distance of 80.32 feet to the beginning of a curve concave to the northeast and having a radius of 100.00 feet; thence southerly along said curve through a central angle of $36^{\circ}05'28''$ an arc distance of 62.99 feet; thence $S40^{\circ}11'05''E$ a distance of 22.21 feet to the beginning of a curve concave to the northeast and having a radius of 220.51 feet; thence southeasterly along said curve through a central angle of $28^{\circ}00'36''$ an arc distance of 107.80 feet; thence $S68^{\circ}11'41''E$ a distance of 79.37 feet to the beginning of a curve concave to the north and having a radius of 200.00 feet; thence easterly along said curve through a central angle of $39^{\circ}25'34''$ an arc distance of 137.62 feet; thence $N72^{\circ}22'45''E$ a distance of 165.81 feet to the beginning of a curve concave to the northwest and having a radius of 100.00 feet; thence northeasterly along said curve through a central angle of $48^{\circ}55'44''$ an arc distance of 85.40 feet to the beginning of a reverse curve concave to the southeast and having a radius of 100.00 feet; thence northeasterly along said curve through a central angle of $19^{\circ}24'20''$ an arc distance of 33.87 feet to the beginning of a compound curve concave to the southeast the radius of which bears $S47^{\circ}08'38''E$ a distance of 500.00 feet; thence northeasterly along said curve through a central angle of $09^{\circ}49'16''$ an arc distance of 85.71 feet; thence $N52^{\circ}40'38''E$ a distance of 279.40 feet to the beginning of a curve concave to the southeast and having a radius of 869.92 feet; thence easterly along said curve through a central angle of $21^{\circ}07'44''$ an arc distance of 320.80 feet; thence $N73^{\circ}48'22''E$ a distance of 442.07 feet to the beginning of a curve concave to the south and having a radius of 500.00 feet; thence easterly along said curve through a central angle of $17^{\circ}00'19''$ an arc distance of 148.40 feet to a point of tangency with a line parallel with and a right angle distance of 30.00 feet south of the north line of the Southeast Quarter of the Northwest Quarter of said Section 2; thence $S89^{\circ}11'19''E$ along said parallel line, a distance of 1349.11 feet to the terminus of this centerline description;

The sidelines to be lengthened or shortened to terminate on the southerly margin of Stoughton Road;

TOGETHER WITH a turnaround and utility easement across that portion of the North Half of the Southwest Quarter of the Northeast Quarter of said Section 2 described as follows: Commencing at the terminus point of the above described 60 foot wide easement; thence $S00^{\circ}48'41''W$ a distance of 30.00 feet to the True Point of Beginning; thence continue $S00^{\circ}48'41''W$ a distance of 53.00 feet; thence $N89^{\circ}11'19''W$ a distance of 117.89 feet; thence $N00^{\circ}48'41''E$ a distance of 53.00 feet; thence $S89^{\circ}11'19''E$ a distance of 117.89 feet to the true point of beginning.