

Return to: Stan Winters
3725 N. Murray Road
Otis Orchards, WA 99027



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9909-64
Rerecording to add Exhibit "A"
ROAD MAINTENANCE AND EASEMENT AGREEMENT

Grantor: (1)Stanley V. Winters; (2)Ling S. Winters.
Grantee: (1)Glen A. MacPhee; (2)Delora F. MacPhee.
Legal Description (abbreviated): PTNS of NE¼ and SE¼ of 15-26-45; PTN of NW¼ of 14-26-45. Additional legal on pages 1 and 2.
Tax Parcel Nos. 56151.9010, 56154.9014, 56142.9004, 56154.9015, and 56154.9016.

THIS ROAD MAINTENANCE AND EASEMENT AGREEMENT is made and entered into this 13th day of September, 1999.

A. Parties:

The parties to this agreement are the respective owners of the following described real property situate in Spokane County, Washington:

Parcel 1 (Winters):

A portion of the Southeast quarter of the Northeast quarter, Section 15, Township 26 North, Range 45 East, W.M., described as follows:
Beginning at the Southeast corner of said Northeast quarter;
Thence West 360 feet;
Thence Northeasterly to the East line of said Northeast quarter to a point lying 130 feet North of the true Point of Beginning;
Thence South to the Point of Beginning;
Tax Parcel No 56151.9010

Parcel 2 (Winters):

The North 933.4 feet of the East 933.4 feet of the Northeast quarter of the Southeast quarter, Section 15, Township 26 North, Range 45 East, W.M.;
Tax Parcel No, 56154.9014

R.E. Excise Tax Exempt

Date: Sept 21 1999

Spokane County Treasurer

By: [Signature]

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R. E. Excise Tax Exempt

Date: 7/5 2002

Spokane County Treas.

By: Dr. Genbel



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Parcel 3 (Winters):

That portion of the South 1/2 of the Northwest 1/4, lying west of West Newman Lake Drive, in Section 14, Township 26 North, Range 45 East, W.M., Spokane County, Washington;
Tax Parcel No. 56142.9004.

Parcels 4 and 5 (MacPhee):

The North half of the Southeast quarter of Section 15, Township 26 North, Range 45 East, W.M., in Spokane County, Washington;
EXCEPTING THEREFROM the North 933.4 feet of the East 933.4 feet of said Northeast quarter of the Southeast quarter.
Tax Parcel Nos. 56154.9015 and 56154.9016.

The terms "real property" and "parcel(s)" used in this agreement shall refer to the above described real estate.

B. Recitals:

1. The real property is to be served by the private road as shown on the attached Exhibit "A", and which will provide access for ingress and egress to and from each of the parcels.

2. This agreement sets forth the rights, liabilities and duties of the parties as to the construction, maintenance and use of said private road.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and the mutual benefits to each party, it is agreed as follows:

3. Location of and Payment for Road:

3.1 Said road has been constructed by Winters to required county standards within and upon the right of way described in Exhibit "A" attached hereto and by this reference made a part hereof. The cost(s) of any additional requirements imposed by Spokane County in order for MacPhee to obtain approved easement access to the MacPhee property, as the private road is extended thereto, shall be the sole and exclusive responsibility of MacPhee.

3.2 For and in consideration of this Road Easement and Maintenance Agreement, Glen A. MacPhee and Delora F. MacPhee, husband

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and wife, have paid to Stanley V. Winters and Ling S. Winters, husband and wife, the sum of \$45,000.00, \$5,000.00 of which has been paid to Winters, as evidenced by a Note and Deed of Trust in the sum of \$25,000.00, and Note and Deed of Trust and \$15,000.00, both of which are executed simultaneously herewith.

- 3.3 It shall be the sole and exclusive responsibility of Glen A. MacPhee and Delora F. MacPhee to complete construction of the private road, including gravel, to serve the MacPhee parcels, and adjacent Winters Parcel No. 56154.9014, from the northwest corner of Parcel No. 56154.9014 to the southwest corner thereof. Said road shall be constructed along the east/west boundary between parcels 56154.9014 and 56154.9015. MacPhee agrees to construct the road on or before November 30, 1999. Graveling shall be completed on or before October 1, 2000, or upon the sale and closing of MacPhee's residence located at 17609 E. Montgomery, Greenacres, WA 99016, or upon the sale and closing of the MacPhee property located on Newman Lake Shore Road #261 W. designated as Parcel 3, whichever event shall first occur.

Provided, however, that in the event of the topography of the right of way or other factors, the road may be constructed at minor variances from said right of way (but less than 100 feet on either side of said east/west boundary and into either parcel).

Provided, further, at the option of Winters, Winters may gravel the road at any time. The amount expended by Winters shall be due and payable by MacPhee to Winters on or before October 1, 2000, or upon the sale and closing of MacPhee's residence located at 17609 E. Montgomery, Greenacres, WA 99016, or upon the sale and closing of the MacPhee property located on Newman Lake Shore Road #261 W. designated as Parcel 3, whichever event shall first occur.

- 3.4 Each party grants to the other party a nonexclusive easement for ingress and egress over, across and within said road as constructed between parcels 56154.9014 and 56154.9015.
- 3.5 For and in consideration of the sum of \$2,400.00, receipt of which is herein acknowledged, Winters agrees to install natural gas line along the east property line of 56154.9014 to the northeast corner

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of parcel 56154.9015. Winters further grants to MacPhee a nonexclusive easement for water and natural gas line along the east 20 feet of Parcel No. 56154.9014, for the benefit of the above-described MacPhee parcels, and as said parcels may be further subdivided. Provided Winters installs natural gas along the south property line of Parcel No. 56154.9014, Winters grants to MacPhee the right to tap into the end of the gas line at the point of termination on Parcel No. 56154.9014.

4. Agreement not to Deed Right of Way.

4.1 The parties hereto, and/or those having or acquiring an interest in any property serviced by the private road covenant and agree that the private road serving the properties shall never become a public right-of-way.

4.2 The parties acknowledge that Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within the right of way described in Exhibit "A" or providing service to the real property herein described. By allowing a building permit to be issued on property on a private road, Spokane County assumes no obligations for said private road and the parties hereby acknowledge that the 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 a private road.

4.3 The undersigned parties, their heirs, successors or assigns hereby release Spokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described real property and improvements thereon as a result of allowing a building permit to be issued on property which is served by a private road.

5. Cost of Maintenance of Private Road:

Each party hereto agrees to pay for the costs and expenses incurred in maintaining the private road above described on a per parcel pro-rata basis. At the date of this agreement, there are 5 parcels to be serviced by said road, and the respective owners of each parcel shall be responsible for 1/5th of the cost of maintenance. In the event any of the parcels are further subdivided as may be

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permitted by Spokane County, or either party hereto grants to other parties the right to use said private road for ingress and egress, and if a new residence is serviced by said road, then the owners of said residence shall pay their pro-rata share of said maintenance costs, that is, the denominator of the fraction shall be increased by one each time a new parcel is serviced by said road.

6. Maintenance of Road:

Maintenance of the road shall include grading, snow plowing, repairs, oiling, and such other general maintenance as may be necessary to keep the road in good condition. In addition, maintenance shall include repair and upgrade of the gate to make it electronically controlled.

7. Committee:

A road maintenance committee is hereby established and the initial members shall be:

Stanley V. Winters and Glen A. MacPhee

In the event of the death or resignation of any member of the committee, the remaining members or members shall have full authority to designate a successor. None of the members of the committee shall be entitled to any compensation for services performed as a member, except that each member shall be reimbursed for out-of-pocket costs incurred in the performance of their duties, which costs shall be a part of the maintenance costs.

The committee shall be responsible for maintaining the road by obtaining the services of third parties to perform said maintenance, or, at the committee's option, one or more members may perform the maintenance and be paid for said services by the parties hereto as provided herein.

The committee shall call an annual meeting of the parties hereto, which meeting shall be held during the first week in October of each year.

8. Billings and Liens:

The committee shall bill the parties for each party's share of maintenance costs at such intervals, but no less than yearly, as the committee determines. Each party agrees to pay said bill within ten (10) days of receipt.



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Any sums not paid shall be a lien on the parcel or parcels owned by the party who has failed to make payment. Said lien may be perfected and enforced as are other liens for improvement of real property pursuant to the laws of the State of Washington.

The lien herein referred to may be enforced by the party to whom payment is due, or by the committee, or in the event payment has been advanced by one or more of the parties to this agreement then by any one or all of those persons who have advanced such payment.

All parties agree to pay a late charge equal to one (1) percent per month and attorney fees if suit is instituted to collect.

9. Use of Road:

Each party agrees to operate motor vehicles upon said road in a safe and prudent manner, not to obstruct, hinder or prevent use of said road by the other parties hereto, their invitees and licensees, or by emergency vehicles, and to refrain from causing damage to said road.

10. Permission to assign right of use:

Winters reserves the right and privilege to assign to others the right to use said private road for ingress and egress, subject to the terms and conditions herein set forth. Any consideration that may be received shall be retained solely and exclusively by Winters.

MacPhee reserves the right and privilege to assign to other parties who shall acquire any right, title or interest in the above described MacPhee parcels, or any part thereof, the right to use said private road for ingress and egress

11. Binding Effect:

This agreement shall run with said real property and shall be binding upon the parties hereto, any parties who, subsequent to the date hereof, shall acquire any right, title or interest in said real property or any part thereof, and any parties who shall hereafter be granted the right of use of said road.

12. Additional easements:

Such additional easements are granted within, under and alongside said road as may be necessary or desirable for the installation and maintenance of utilities to service said parcels.



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STATE OF WASHINGTON } ss
COUNTY OF SPOKANE

I, Vicky M. Dalton, Spokane County Auditor, do hereby certify that the foregoing instrument is a true and correct copy of the document received and recorded in my office.

In witness whereof, I hereunto set my hand this 5 day of July 20

VICKY M. DALTON, Spokane County Auditor

R. Compián Deputy





EXHIBIT "A"

A 30 foot wide easement for ingress, egress, and utilities across a portion of the NE1/4 of the SE1/4 of Section 15, T.26N., R.45E.W.M., Spokane County, Washington, the centerline of said easement being described as follows;

COMMENCING at the East 1/4 corner of said section 15, T.26N., R.45E.W.M.;

thence S89°44'18"W along the North line of said Northeast 1/4 of the Southeast 1/4 a distance of 466.80 feet to the Northeast corner of Parcel 16 as recorded in Book 92 of Surveys Page 62;

thence S00°55'37"W, along said East line a distance of 271.93 feet to the centerline of an existing access road;

thence N83°46'44"W, along said centerline of access road a distance of 27.37 feet to the beginning of a curve concave to the Northeast having a radius of 100.00 feet;

thence continuing along the arc of said curve through a Central angle of 33°44'49", a distance of 58.90 feet;

thence N49°45'39"W a distance of 252.47 feet to the beginning of a curve concave to the Southwest having a radius of 250.00 feet;

thence continuing along the arc of said curve through a Central angle of 39°31'19", a distance of 172.45 feet to the beginning of a compound curve concave to the Southeast having a radius of 100.00 feet;

thence continuing along the arc of said curve through a central angle of 18°04'05" a distance of 31.53 feet to the Point of Beginning on the West line of said Parcel 16 having a radial bearing of S17°56'43"E;

thence continuing along the projected arc of said curve and centerline of said access road, through a central angle of 82°25'27" a distance of 143.86 feet;

thence S16°04'36"E a distance of 210.13 feet;

thence S00°37'26"E a distance of 157.70 feet;

thence S00°10'36"W, a distance of 97.02 feet;

thence S04°18'17"W a distance of 338.15 feet;

thence S05°05'35"W, 13.13 feet to the beginning of a curve concave to the Northwest having a radius of 200.00 feet;

thence continuing along the arc of said curve through a Central angle of 45°58'53" a distance of 160.50 feet;

thence S51°04'28"W, 10.31 feet, to the Point of Terminus, lengthening and shortening the sidelines at the Point of Beginning to terminate on the West line of said Parcel 16.

AND,

A 60 foot wide easement for ingress, egress, and utilities across a portion of the NE1/4 of the SE1/4 of Section 15, T.26N., R.45E.W.M., Spokane County, Washington, the centerline of said easement being described as follows;

COMMENCING at the East 1/4 corner of said section 15, T.26N., R.45E.W.M.;



thence S89°44'18"W along the North line of said Northeast 1/4 of the Southeast 1/4 a distance of 466.80 feet to the Northeast corner of Parcel 16 as recorded in Book 92 of Surveys Page 62;

thence S00°55'37"W, along said East line a distance of 271.93 feet to the centerline of an existing access road and the Point of Beginning;

thence N83°46'44"W, along said centerline of access road a distance of 27.37 feet to the beginning of a curve concave to the Northeast having a radius of 100.00 feet;

thence continuing along the arc of said curve through a Central angle of 33°44'49", a distance of 58.90 feet;

thence N49°45'39"W a distance of 252.47 feet to the beginning of a curve concave to the Southwest having a radius of 250.00 feet;

thence continuing along the arc of said curve through a Central angle of 39°31'19", a distance of 172.45 feet to the beginning of a compound curve concave to the Southeast having a radius of 100.00 feet;

thence continuing along the arc of said curve through a central angle of 18°04'05" a distance of 31.53 feet to the Point of Terminus on the West line of said Parcel 16 having a radial bearing of S17°56'43"E, lengthening and shortening the sidelines to terminate on the North and West lines of said Parcel 16.

AND,

A sixty foot (60') wide easement for ingress, egress, and utilities across portions of the NW1/4 of Section 14, and of the E1/2 of Section 15, Township 26 North, Range 45 East, W.M., Spokane County, Washington, the center line of said easement being described as follows:

BEGINNING at the northwest corner of said NW1/4 of Section 14;

thence S01°10'42"W, along the west line of said NW1/4, a distance of 2613.97 feet to the southwest corner of said NW1/4;

thence S88°34'53"E, along the south line of said NW1/4, a distance of 2164.77 feet to a point on a 306.45 foot radius non-tangent curve to the right on the southwesterly right-of-way line of West Newman Lake Drive, the center of circle of which bears N22°15'49"E;

thence northwesterly, along the arc of said curve on said southwesterly right-of-way line, through a central angle of 24°10'23" a distance of 129.29 feet to a point on an 86.00 foot radius non-tangent curve to the right, the center of circle of which bears N32°22'45"W, said point being the TRUE POINT OF BEGINNING;

thence leaving said southwesterly right-of-way line, along said non-tangent curve to the right, through a central angle of 30°58'15", a distance of 46.49 feet;

thence S88°35'30"W 102.24 feet;

thence N87°20'57"W 417.71 feet;

thence S88°32'05"W 240.53 feet;

thence N87°00'43"W 298.23 feet;

thence N73°06'02"W 228.88 feet to the point of curvature of a 170.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 40°46'39", a distance of 120.99 feet to the point of reverse curvature of a 411.05 foot radius curve to the right;

(Exhibit "A" Legal Description - Page 2 of 3.)



thence along the arc of said curve, through a central angle of $18^{\circ}04'15''$, a distance of 129.64 feet; thence $S84^{\circ}11'34''W$ 158.51 feet;
thence $N88^{\circ}12'28''W$ 181.32 feet to the point of curvature of a 387.42 foot radius curve to the left;
thence along said curve, through a central angle of $45^{\circ}15'29''$, a distance of 306.03 feet;
thence $S46^{\circ}32'04''W$ 178.29 feet;
thence $S40^{\circ}07'25''W$ 56.08 feet to the point of curvature of a 146.48 foot radius curve to the right;
thence along said curve, through a central angle of $52^{\circ}48'21''$, a distance of 135.00 feet;
thence $N87^{\circ}04'13''W$ 89.46 feet to the point of terminus of this description; lengthening and shortening the sidelines at the TRUE POINT OF BEGINNING so as to terminate on the southwesterly right-of-way line of West Newman Lake Drive;
TOGETHER WITH a 50.00 foot radius cul-de-sac, the center of which is located at aforesaid terminus point of the center line description.

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