



Filed for Record at Request of and  
copy returned to:

H. E. STILES, II  
LUKINS & ANNIS, P.S.  
1600 Washington Trust Financial Center  
717 West Sprague Avenue  
Spokane, Washington 99201-0466

### AGREEMENT FOR CREATION AND MAINTENANCE OF RECIPROCAL ROAD EASEMENTS

Reference numbers of related documents: N/A

GRANTORS: River Bluff Estates Homeowners Association  
River Bluff Estates II Association

GRANTEES: River Bluff Estates Homeowners Association  
River Bluff Estates II Association

#### LEGAL DESCRIPTIONS:

River Bluff Estates Property: Parcels 1 through 15 as depicted on the Survey recorded April 10, 1992, as Recording No. 9204100122, Records of Spokane County, Washington.

Assessor's Property Tax Parcel Account Numbers: 26031.9092; 26031.9093; 26031.9068; 26031.9069; 26031.9070; 26031.9071; 26031.9072; 26031.9073; 26031.9074; 26031.9075; 26031.9076; 26031.9077; 26031.9078; 26031.9079; 26031.9080.

River Bluff Estates II Property, Abbreviated form:

Portion of NW ¼, Section 2, Township 26 North;  
Portion of NE ¼, Section 3, Township 26 North;  
S ½ of S ½ of SE ¼ of Section 34, Township 27 North;  
S ½ of SW ¼ of SW ¼ of Section 35, Township 27 North;  
All in Range 42 East Willamette Meridian, Spokane County, Washington.

R. E. Excise Tax Exempt  
Date *Mar. 7*  
Spokane County Treas.  
By *KIS*

2005

Legal Description is on page 12 of document.

Assessor's Property Tax Parcel Account Numbers: 26022.9044; 26022.9045; 26022.9046; 26022.9047; 27345.9125; 27346.9122; 27346.9123; 27346.9124; 27356.9121.

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## AGREEMENT FOR CREATION AND MAINTENANCE OF RECIPROCAL ROAD EASEMENTS

### RIVER BLUFF ESTATES

### SPOKANE COUNTY, WASHINGTON

This Agreement for Creation and Maintenance of Reciprocal Road Easements ("Agreement"), is entered into and shall be deemed effective as of April 1, 2005, by and between River Bluff Estates Homeowners Association, a Washington non-profit corporation ("RBE I") and River Bluff Estates II Association, a Washington non-profit corporation ("RBE II") (the "Parties" or the "Associations"). The members of the Associations own or manage property within the River Bluff Estates area of Spokane County, Washington as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference.

The various parcels of land described on Exhibit "A" attached to this Agreement are referred to herein as the "Properties." The property owners for whose benefit rights and obligations are granted or otherwise created under this Agreement, for the use of the roadways described herein, are referred to herein as the "Users." Any association of such property owners (i.e. RBE I and RBE II) shall be referred to herein as an "Association."

This Agreement is entered into with reference to the following facts:

**A.** Prior to the recordation of this Agreement, a private roadway known as River Bluff Lane has been constructed to provide access from all parts of the Properties to Rutter Parkway via Dorset Road. Rutter Parkway is a County public arterial road. Dorset Road is a private road within a County public right of way. The location of River Bluff Lane is described in Exhibit "B" attached hereto and incorporated herein by this reference.

**B.** In addition to River Bluff Lane, there exists a private entry gate, including a lighting and security system, currently used by Users of River Bluff Lane. The entry gate and all related systems and facilities shall be referred to herein as the "Entry Gate."



C. While many easement rights have previously been created with respect to the River Bluff Lane or portions thereof, no comprehensive plan currently exists to establish a consistent set of easements to apply to all Users of River Bluff Lane and the Entry Gate. Nor has there been a system in place for the maintenance, repair, or replacement of River Bluff Lane and the Entry Gate or for the collection of assessments for such purpose.

D. The Parties intend by this Agreement to impose upon all the Properties a set of perpetual non-exclusive access easements (which may or may not already exist in certain cases) for the use and enjoyment of River Bluff Lane and the Entry Gate, and to establish a general plan for the allocation of responsibility for the maintenance, repair, and improvement of River Bluff Lane and the Entry Gate, for the benefit of all Users, present and future.

E. The Parties all acknowledge that, over several years, as the Properties have been developed, subdivided, and sold, various instruments have been recorded to encumber and benefit portions of the Properties described herein, by establishing easement rights and allocating maintenance responsibilities among them with the areas affected by such instruments (all of which are collectively referred to as the "Prior Instruments"). The Prior Instruments include, but are not limited to, the following documents recorded with the Spokane County, Washington, Auditor:

- Mutual Easement For A Roadway dated June, 1970, Eloise Lee, et al., recorded May 12, 1975, Document No. 750512014.
- Record of Survey recorded April 10, 1992, Document No. 9204100122, particularly that certain easement 60 feet in width for ingress, egress, road and utility purposes described as Easement "A" in the Survey.
- Declaration of Protective Covenants, Conditions and Restrictions of River Bluff Estates-Spokane, Washington, dated September 28, 1992, Double L Properties, recorded October 2, 1992, Document No. 9210020001.
- Private Road Maintenance Agreement for River Bluff Estates dated September 28, 1992, Double L Properties, recorded October 2, 1992, Volume 1343, Pages 288-294.
- Grant of Easement dated October 6, 1992, Double L. Properties, Inc., recorded October 7, 1992, Document No. 9210070317.
- Letter of Agreement for Proper Gate Installation dated October 24, 1992, Double L Properties, Inc., recorded October 26, 1992, Document No. 9210260001.



- Amendment to Protective Covenants, Conditions and Restrictions of River Bluff Estates-Spokane, Washington, dated September 28, 1992, Double L Properties, recorded October 29, 1992, Document No. 9210290606.
- Grant of Easement dated January 26, 1993, Double L Properties, Inc., Henry S. Berman and Louisa M. Rose, Dennis and Alice Garland, recorded January 29, 1993, Document No. 9301290343.
- Statutory Warranty Deed dated August 7, 1998, Double L. Properties to Riverbluff Land Company, L.L.C., recorded August 17, 1998, Document No. 4256913.
- Reservation of Easement dated October 29, 1999, Riverbluff Land Company, LLC, recorded November 30, 1999, Document No. 4435338.
- Private Road Maintenance, Covenants & Deed Restrictions Agreement dated October 29, 1999, Riverbluff Land Company, LLC and Rebecca and David R. Kynnap, recorded November 30, 1999, Document No. 4435339.
- Statutory Warranty Deed dated November 5, 1999, Riverbluff Land Company, LLC to David R. and Rebecca Kynnap, recorded November 30, 1999, Document No. 4435340.
- Declaration of Covenants, Conditions, Restrictions and Mutual Easements of River Bluff Estates II-Spokane, Washington, dated November 20, 2001, Riverbluff Land Company, LLC and Naberhood 21, LLC, recorded November 20, 2001, Document No. 4656393.
- Statutory Warranty Deed dated November 20, 2001, Riverbluff Land Company, LLC to Christopher and Stacy Tullis, recorded November 21, 2001, Document No. 4656843.
- Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions, recorded February 18, 2004, Document No. 5035727.

The Parties agree that the provisions set forth in this Agreement shall supersede the Prior Instruments, to the extent this Agreement establishes rights and limitations with respect to River Bluff Lane and the Entry Gate, and to the extent this Agreement allocates responsibility for operation, improvement, maintenance, repair, and replacement of River Bluff Lane and the Entry Gate. Otherwise the Prior Instruments shall remain in effect.

**F.** The Parties hereby declare that the Properties shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the easements, rights and obligations created under this Agreement, all of which shall constitute encumbrances which shall run with the land and shall be perpetually binding upon and inure to the benefit of all Parties and all Users and Associations and their respective successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Properties. To the extent that this Agreement may



not be executed by actual Users or property owners, but by one or more Associations of property owners (having Users as their members), then this Agreement shall be deemed an agreement by such Associations to use their best efforts and due diligence to cause the Users within their jurisdictions to comply with the terms of this Agreement, and to pay their proper share of assessments required for operation, improvement, maintenance, repair, and replacement of River Bluff Lane and the Entry Gate.

G. Riverbluff Land Company, LLC, a Washington limited liability company, an owner of real property within River Bluff Estates II presently intends to develop and plat some portions of the Properties located within River Bluff Estates II through Naberhood 21, LLC, a Tennessee limited liability company, an affiliate of Riverbluff Land Company. These two companies may be referred to collectively herein as "Developer." Among other activities, Developer intends to upgrade and/or replace some or all of the Entry Gate, to be used by all Users of River Bluff Lane.

## I. EASEMENT RIGHTS IN RIVER BLUFF LANE AND ENTRY GATE

1.1 **Establishment of Easement Rights.** Each Association shall have a perpetual non-exclusive easement for the use of River Bluff Lane and the Entry Gate in carrying out the duties and responsibilities of said Association. Each User, by virtue of being such a User, shall have a perpetual non-exclusive easement for the use and enjoyment of River Bluff Lane and the Entry Gate, primarily for purposes of access, ingress and egress between such User's property and the public right of way (Dorset Road and Rutter Parkway), and also for access to other parts of the Properties. Such easement shall be available for reasonable vehicular and pedestrian access consistent with single-family use (by the Owners, and any family members, tenants, guests, and invitees) and work associated with subdividing and development of single-family parcels and related maintenance of any open spaces. Each User shall have the right to use River Bluff Lane and the Entry Gate in accordance with the purposes for which they are intended, without hindering the exercise of or encroaching upon the lawful rights of any other Users. The easement shall also be available to RBE I, RBE II, their contractors, and utility service providers, for the installation, operation, use, maintenance, repair, and replacement of reasonable underground utility lines and services.

1.2 **No Separate Conveyance of Rights.** The right of each User to use River Bluff Lane and the Entry Gate shall be appurtenant to such User's ownership within the Properties, and may not be assigned or conveyed (except to a tenant during the term of the tenancy). River Bluff Lane and the Entry Gate shall be dedicated to the exclusive use and enjoyment of the Users (and their families, tenants, guests and invitees). Nothing in this Agreement shall be construed to prevent the granting of easements by RBE I or RBE II to any public or private entities as may be necessary or desirable for fire protection, emergency access, storm-water management, installation and maintenance of utility services, and other safety or public purposes.



**1.3 Impairment of Easements Prohibited.** Except for the Entry Gate described herein, no Party, User, or Association shall have the right to gate, fence, or otherwise block the normal and free use of any portion of River Bluff Lane; provided that speed limit signs may be placed by RBE I in that portion of River Bluff Lane located within RBE I, and by RBE II in that portion of River Bluff Lane located within RBE II as necessary to control traffic.

## **II. MAINTENANCE AND REPAIR OF RIVER BLUFF LANE, DORSET ROAD AND ENTRY GATE**

**2.1 Maintenance and Repair Obligations.** The Associations on behalf of the Users shall maintain, repair, replace, remove snow with respect to roads, operate with respect to the Entry Gate, and otherwise assume responsibility for the conditions (collectively, "Maintain" or "Maintenance") of River Bluff Lane, Dorset Road and the Entry Gate as provided in this Article II.

**2.2 Quality.** The quality of the Maintenance as a minimum shall be good condition, reasonable wear and tear excepted, appropriate for the quality of the RBE I and RBE II developments and the homes constructed and to be constructed therein.

**2.3 Compliance.** The Associations in their individual discretion may satisfy their Maintenance obligations (a) with their own employees or members, (b) through contract with qualified independent contractors, (c) in cooperation with the other Association, or (d) with any combination of the foregoing. The Associations in their individual discretion, and subject to the authority and limitations in their individual articles of incorporation, bylaws and covenants, may merge for the purposes of carrying out their joint obligations.

**2.4 "Equal User Basis" Defined.** As used in this Agreement, the term "Equal User Basis" shall refer to the total number of single residential tax parcels, improved or unimproved, within RBE I and RBE II whether subdivision lot, cluster lot, planned unit development or unplatted single residential parcel, with each such single residential tax parcel counted as a single User. By way of example, if there are 50 such tax parcels within RBE I and RBE II, then each User would be responsible for a 1/50<sup>th</sup> share of whatever maintenance expense is involved.

**2.5 Lien Rights.** All River Bluff Lane, Dorset Road, and Entry Gate Maintenance Costs imposed by either or both Associations pursuant to this Article II shall constitute liens and be collectible according to Article III below.

**2.6 Damage Responsibility.** With the exception of reasonable wear and tear caused by normal single family use:



2.6.1 Each User shall be responsible for any damage caused to River Bluff Lane or the Entry Gate caused by such User or by any family member, guest, tenant, or invitee of the User; and

2.6.2 The Developer shall be responsible for any damage caused to River Bluff Lane or the Entry Gate caused by the Developer, or by Developer's contractors and other agents, with respect to Developer's use and development of the Properties.

**2.7 Upgrades and Improvements.** The Developer solely shall be responsible for all expenses associated with any upgrading and other improvements to River Bluff Lane, the Entry Gate and/or Dorset Road that the Developer may be required by Spokane County to undertake in order to accommodate further subdivision of the Properties. The Developer shall not have the right directly, or indirectly through RBE II, to transfer any such upgrade and improvement expenses to RBE I or to the RBE I Users.

## **2.8 River Bluff Lane.**

2.8.1 Snow Removal. RBE I shall be responsible for the removal of snow on River Bluff Lane. RBE I shall be entitled to charge a reasonable fee to RBE II (on an Equal User Basis) for reimbursement of the actual costs of removing snow from River Bluff Lane.

2.8.2 Maintenance Other Than Snow Removal. Each Association shall Maintain that portion of River Bluff Lane that traverses through the portion of the Properties, and all elements thereof, owned or administered by such Association, as indicated in Exhibit B, provided, however, that RBE I shall have the snow removal responsibility for all of River Bluff Lane as provided in paragraph 2.8.1.

## **2.9 Entry Gate.**

2.9.1 Purpose. The Entry Gate shall provide reasonable security to all residents within the Properties, with entry to be controlled by in-car devices (e.g., radio transmitters), and with remote communication and operation available to all Users from their homes.

2.9.2 Maintenance. RBE II shall be responsible for the installation, operation, improvement, and Maintenance of the Entry Gate. RBE II shall be entitled to charge a reasonable fee to RBE I (on an Equal User Basis) for reimbursement of the actual costs of operating and Maintaining the Entry Gate.

2.9.3 User Communication Equipment. Notwithstanding the above allocation of responsibility, each User (or Association, where appropriate) shall be responsible for the purchase, operation, maintenance, repair, and replacement of any communication devices and all equipment necessary to hookup and service the property of such User.



**2.9.4 Entry Gate Relocation.** Developer prior to December 31, 2009, at its expense may replace and relocate the Entry Gate within the general vicinity of the location of the existing Entry Gate provided that the function and quality of the Entry Gate including all components shall equal or exceed the current Entry Gate function and quality, and shall be of sufficient capacity to serve the number of Users and vehicles expected to use the Entry Gate.

**2.10 Dorset Road.**

**2.10.1 Private/Public Status.** Dorset Road from the Entry Gate to Rutter Parkway at present is considered by Spokane County to be a private road located on a County public road easement. The owners of other properties have assumed the obligation for maintaining Dorset Road from Center Lane to Rutter Parkway, and the Users have assumed the obligation for maintaining Dorset Road from the Entry Gate to Center Lane. The Associations anticipate that the County eventually may accept Dorset Road as a County road, and thereby assume the responsibility for maintaining Dorset Road.

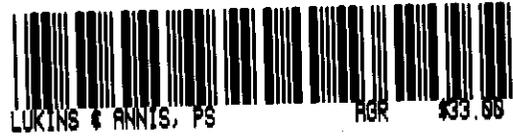
**2.10.2 Maintenance Obligation.** Until such time as the County assumes the responsibility for maintaining Dorset Road, the Associations shall share on an Equal User Basis any responsibility for the Maintenance on that portion of Dorset Road from the Entry Gate to Center Lane.

**III. MAINTENANCE EXPENSES**

**3.1 Creation of the Lien and Personal Obligation to Pay Maintenance Costs.**

**3.1.1 Maintenance Costs Covenant.** The Associations on behalf of each User of all or any portion of River Bluff Lane, hereby covenant, and each User, by acceptance of a deed or contract right for such User's property, is deemed to covenant and agree to pay a fair share of the costs to Maintain the portions of River Bluff Lane, Dorset Road and the Entry Gate for which such Association and its members are responsible under Article II of this Agreement (collectively, the "Maintenance Costs"). To the extent that a User may not be legally bound by this Agreement for any reason, as where such User has not actually executed this Agreement, but is a member in a separate Association executing this Agreement, then such Association shall be responsible for the collection of the Maintenance Costs from its constituent Users.

**3.1.2 Lien and Personal Obligation.** Such obligation to contribute to such Maintenance Costs, together with interest, reasonable attorneys' fees and other lien enforcement costs, shall be a charge and a continuing lien upon any property owned by a particular User within the Properties, the lien to become effective upon recordation with the Spokane County, Washington, Auditor of a Notice of Lien by the Association imposing the Maintenance Cost assessment. Each such claimed amount, together with interest, reasonable attorneys' fees and other lien enforcement costs shall also be the personal obligation of the person who was the User at the time when the Assessment fell due. No



User may exempt himself or herself from liability for his or her contribution toward the Maintenance Costs by not using River Bluff Lane or by using it on an infrequent basis.

**3.1.3 Delinquency.** An Association may record a Notice of Lien in its discretion any time a Maintenance Cost assessment remains unpaid more than thirty (30) days after the date of the billing, or the assessment obligation payment due date provided in the billing, whichever date is later.

**3.1.4 Limitations.** The lien rights created in this Agreement in favor of a particular Association shall be limited to the real property parcels belonging to Users who are members of such Association. The RBE I Association shall have no right to enforce liens with respect to real property parcels located within the boundaries of RBE II; and the RBE II Association shall have no right to enforce liens with respect to real property parcels located within the boundaries of RBE I. The rights to enforce lien claims created by this Agreement shall be limited to the Associations, i.e., no User shall have the right to assert or enforce such lien claims with respect to real property parcels owned by any other User.

**3.2. Books and Records.** Each Association shall maintain complete and accurate books and records, including invoices for all payments, with respect to the expenses it plans to incur, and does incur, to satisfy its Maintenance obligations. Each Association shall provide to each User receiving an assessment for Maintenance expenses a detailed accounting to justify the amount of the assessment. Any Association or User shall have the right on reasonable notice to review and audit, at such Association's or User's expense, the books and records of the Association imposing an assessment.

### **3.3 Enforcement of Maintenance Cost Obligations.**

**3.3.1 Late Charge** If any part of any Maintenance Costs billed under this Article is not paid and received by the Association advancing the Maintenance Costs by the due date, an automatic late charge equal to ten percent (10%) of the billed amount shall be added to and collected with the original Maintenance Costs.

**3.3.2 Interest.** Additionally, if any part of the Maintenance Costs is not paid and received by the billing Association within thirty (30) days after the due date, the total unpaid amount (including the late charge) shall thereafter bear interest at the rate of twelve percent (12%) per annum until paid.

**3.3.3 Collection and Foreclosure Options.** Each unpaid billing, when delinquent, may then be enforced by sale by the billing Association in accordance with the provisions of Washington law applicable to the exercise of powers of sale in deeds of trust (with the billing Association having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. Suit to recover a money judgment for unpaid Maintenance Costs, with interest and reasonable attorneys' fees, shall be maintainable without foreclosing or waiving the lien securing the same.



#### IV. DURATION AND AMENDMENT

**4.1 Duration.** This Agreement shall continue in full force perpetually, unless a Agreement of Termination is recorded, meeting the requirements of an amendment to this Agreement as set forth below.

**4.2 Amendment Procedures.** Notice of the subject matter of a proposed amendment to this Agreement, in reasonably detailed form, shall be included in a notice to all User(s) and Associations, requesting a meeting not sooner than thirty (30) days after the notice is delivered, at which the proposed amendment is to be considered. Any such amendment shall be adopted by the vote, in person or by proxy, of at least seventy-five per cent (75%) of the RBI I Users, and at least seventy-five per cent (75%) of the RBI II Users, i.e. the owners of record of lots or parcels within River Bluff Estates I and River Bluff Estates II at the time the Amendment is effective and recorded, with each single residential real property tax parcel, whether subdivision lot, cluster lot, planned unit development or unplatted single residential parcel, counted as a single User.

**4.3 Amendment Certificate Recording.** A certificate, signed and sworn to by not less than two (2) officers of each Association, that the required number of Users have either voted for or consented in writing to any amendment adopted as provided above, when recorded, shall be conclusive evidence of that fact.

#### V. GENERAL PROVISIONS

**5.1 Enforcement.** Either Association shall have the right to enforce, by any proceedings at law or in equity, all obligations set forth in this Agreement, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by either Association to enforce this Agreement in any particular shall in no event be deemed a waiver of the right to do so thereafter.

**5.2 Invalidity of Any Provision.** Should any provision of this Agreement be declared invalid or in conflict with any law of the jurisdiction where the Properties are situated, the validity of all other provisions shall remain unaffected and in full force and effect.

**5.3 Directors and Officers-No Personal Liability.** The Associations agree that the individual directors and officers of each Association while acting in good faith on behalf of, and within the scope of their authority from, each Association shall have no individual personal liability under this Agreement to the other Association for any alleged failure of the Association to comply with the terms of this Agreement, it being the intention of both Associations that any action by either Association to enforce any rights and obligations arising out of this Agreement shall be directed or maintained against the other Association only, i.e., not against the directors and officers individually of such other Association.

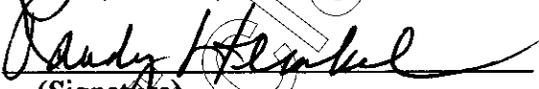


**5.4 Resolution of Disputes.** To the extent the Association(s) and/or the Developer (with respect to the Developer's obligations under paragraphs 2.6, 2.7 and 5.5) are unable to resolve any disputes between them arising out of this Agreement, the Associations first shall submit the disputes to mediation, and if necessary to binding arbitration by a single arbitrator pursuant to applicable laws of the State of Washington, with the objective of resolving the dispute within 60 days of the date that the Associations reached an impasse. The expense of any mediation or arbitration shall be shared equally, reserving to the arbitrator the authority to allocate the arbitration expense as the arbitrator deems appropriate. The Spokane County Superior Court Presiding Department shall appoint the arbitrator in the event the parties to the dispute are unable reach agreement on the selection of an arbitrator.

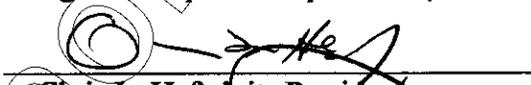
**5.5 Consent of Developer.** The signatures below of Riverbluff Land Company, LLC, and Naberhood 21, LLC, as the Developer confirm that these two companies understand and support the intentions and commitments expressed in this Agreement. The Associations acknowledge that neither of these two companies is a party to this Agreement, provided, however, that any party to this Agreement shall have the right to enforce the Developer's obligations under paragraphs 2.6 and 2.7 above. With respect to such obligations, the Developer agrees to submit itself to the Resolution of Disputes procedures set forth in paragraph 5.4 above.

**5.6 Certification of Owner Approval by RBE I.** By its signature below, the Riverbluff Estates Homeowners Association ("RBE I") certifies that it has the authority to enter into this Agreement on behalf of the RBE I Owners in compliance with Article D Paragraph 8 of the Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions recorded with the Spokane County, Washington, Auditor on February 18, 2004, Document No. 5035727, that is, that the Owners of not less than three-fourths (3/4) of the RBE I parcels have provided written approval to the RBE I Board of Directors of this Agreement.

RIVERBLUFF ESTATES HOMEOWNERS ASSOCIATION, a Washington non-profit corporation ("RBE I")

By:   
(Signature)

RIVER BLUFF ESTATES II ASSOCIATION  
a Washington non-profit corporation ("RBE II")

By:   
Chris L. Heftel, its President



STATE OF WASHINGTON )

:ss.

County of Spokane )

On this 7<sup>th</sup> day of MARCH, 2005, before me, HENRY STILES, a Notary Public in and for the State of Washington, personally appeared Randy Kembel, known or identified to me to be the V-PRESIDENT of RIVERBLUFF ESTATES HOMEOWNERS ASSOCIATION, the corporation that executed the foregoing instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for WASHINGTON  
Residing at SPOKANE  
Commission Expires 12/27/2006



STATE OF WASHINGTON )

:ss.

County of Spokane )

On this 3<sup>rd</sup> day of March, 2005, before me, DARCEY L. GOLDSCHMITZ, Notary Public in and for the State of Washington, personally appeared CHRIS L. HEFTEL, known or identified to me to be the President of RIVER BLUFF ESTATES II ASSOCIATION, and the person who executed the instrument on behalf of said company, and acknowledged to me that such company executed the same.

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

Notary Public for Washington  
Residing at Spokane  
Commission Expires Nov. 29, 2008



**CONSENT OF DEVELOPER:**

RIVER BLUFF LAND COMPANY, LLC

By: [Signature]  
Chris L. Heftel, its President

Date Signed: 3-4-05

NABERHOOD 21, LLC

By: [Signature]  
Chris L. Heftel, its President

Date Signed: 3-4-05



**EXHIBIT "A"**

**AGREEMENT FOR CREATION AND MAINTENANCE  
OF RECIPROCAL ROAD EASEMENTS  
LEGAL DESCRIPTIONS OF REAL PROPERTY**

**RBE I Property**

The following real property located in Spokane County, Washington:

Parcels 1 through 15 as depicted on the Survey recorded April 10, 1992, as Recording No. 9204100122, Records of Spokane County, Washington.

Assessor's Property Tax Parcel Account Numbers: 26031.9092; 26031.9093; 26031.9068; 26031.9069; 26031.9070; 26031.9071; 26031.9072; 26031.9073; 26031.9074; 26031.9075; 26031.9076; 26031.9077; 26031.9078; 26031.9079; 26031.9080.

**RBE II Property**

The following real property located in Range 42 East Willamette Meridian, Spokane County, Washington:

The NW 1/4 of Section 2, Township 26 North, EXCEPT that portion shown on Record of Survey filed in Book 89 of Surveys, Pages 9 and 10, under Auditor File No. 4413995 as overlapping with Parcels 9 through 15 of Record of Survey filed in Book 31 of Surveys, Page 58 under Auditor's File No. 8403010282, together with

That portion of the NE 1/4 of Section 3, Township 26 North lying northerly of Parcels 1 through 15 of Record of Survey filed in Book 52 of Surveys, Page 10 under Auditor's File No. 9204100122, together with

The S 1/2 of the S 1/2 of the S 1/2 of the SE 1/4 of Section 34, Township 27 North, together with

The S 1/2 of the SW 1/4 of the SW 1/4 of Section 35, Township 27 North.

Including Parcels "A," "B," "C," and "D" in that certain Record of Survey dated September 20, 1999, recorded September 21, 1999, Document No. 4413995, in book 89 of Surveys, page 8, Records of Spokane County, Washington.

Assessor's Property Tax Parcel Account Numbers: 26022.9044; 26022.9045; 26022.9046; 26022.9047; ptn. of 27345.9125; 27346.9122; 27346.9123; 27346.9124; ptn. of 27356.9121.



**EXHIBIT "B"**

**AGREEMENT FOR CREATION AND MAINTENANCE  
OF RECIPROCAL ROAD EASEMENTS**

**LEGAL DESCRIPTION OF RIVER BLUFF LANE**

That certain easement 60 feet in width for ingress, egress, road and utility purposes situated in the West One-Half (W ½) of Section Two (2) and the Northeast Quarter (NE ¼) of Section Three (3), all in Township 26 North, Range 42 East, W.M., Spokane County, Washington, the center line of which is described in the following documents:

Easement "A" as depicted and described in the Survey recorded April 10, 1992, as Recording No. 9204100122, Records of Spokane County, Washington.

Exhibit B to the Declaration of Covenants, Conditions, Restrictions and Mutual Easements of River Bluff Estates II, Spokane, Washington, recorded November 20, 2001, Recording No. 4656393, Records of Spokane County, Washington.



RESOLUTION  
OF  
RIVER BLUFF ESTATES II  
ASSOCIATION

The undersigned hereby resolve, effective March 4, 2005, on behalf of River Bluff Estates II Association, a Washington non-profit corporation, as follows:

1. That the Association enter into that certain "Agreement for Creation and Maintenance of Reciprocal Road Easements" with River Bluff Estates Homeowners Association, a copy of which is attached to this Resolution
2. That Chris L. Heftel, as president, is authorized to sign said Agreement on behalf of the Association.

SIGNED:

Riverbluff Land Company, LLC

By:

 Date: 3-2-05  
Chris L. Heftel, its president

 Date: 3-4-05  
Darren Remington

 Date: 3-2-05  
Rebecca Kynnapp

 Date:  
Chris Tullis