



4468708
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04/03/2000 09:06A
Spokane Co. WA

FILED FOR RECORDING AT REQUEST OF:

ROBERT S. DELANEY
ATTORNEY AT LAW
3132 E. 18TH AVE.
SPOKANE WA 99223

AUDITOR'S NOTE
Legibility for recording and copying
unsatisfactory in a portion of this instrument
when received.

RECORDING DATA INDEX

ABBREVIATED LEGAL DESCRIPTION: Ptn S28 T27N R42

TAX PARCEL NOS: 27285.9027, 27285.2028, 2785.9029, 27285.9030
27285.9031 & 27285.9032

264625

GRANT OF EASEMENT

**&
ROAD MAINTENANCE AGREEMENT**

For the benefit to be derived and for the forbearance being granted, and for no monetary consideration, the undersigned make the following recitals, covenants, grant and agreement relative to the granting of an easement and creation of a Road Maintenance Agreement, to wit:

1. OWNERSHIP. JOHN AND ANNE HENRICHS INTER VIVOS TRUST dated

November 5, 1990, ("Owner") is the owner of certain real property collectively described as

R. E. Excise Tax Exempt
Date March 31, 2000
Spokane County Treas.
By *[Signature]*

follows:

For legal description of property, see attached Exhibit "A"

2. GRANT OF EASEMENT. The Grantor is desirous and willing to create and

grant an easement as herein defined for the exclusive benefit of the above describe six



parcels 1 through 6, and to those parties who will acquire said parcels after this date, as follows:

A. Purpose of Easement. The purpose of the easement granted herein is to provide access to eventual parcel owners of Parcels 1 through 6 for ingress, egress, and utilities of all kinds (including but not limited to gas, electricity, phone, television, and cable) over, under, and across a portion of the property

B. Duration of the Easement. The easement granted herein shall be deemed to be an appurtenant easement, perpetual in duration, and shall run with the land.

C. Binding Effect of the Easement. The recitals, terms, and conditions of the easement granted herein shall be binding upon the Grantor herein, the eventual owners of the Parcels 1 through 6, their heirs, successors, or assigns.

D. Grant of Easement. The Grantor hereby creates, grants, transfers, and conveys, for the benefit of Parcels 1 through 6, a perpetual, exclusive easement, sixty (60) feet in width, for the purposes outlined above, over, under, upon, and across the thirty (30) feet on both sides of a centerline described as follows:

For legal description of Easement, see attached Exhibit "C"

E. Drawing for Illustrative Purposes. For illustrative purposes only, a drawing of the above described easement is attached hereto as Exhibit "B".

3. ROAD MAINTENANCE AGREEMENT. The owner of the above described property, together with any subsequent owners of all or part of the above described property, as a condition of ownership, shall be obligated to the following recitals, covenants, and conditions relating to maintenance of the roadway over the easement



mentioned herein, as follows:

A. Existing Roadway Easement. The Owner has created and granted a perpetual, appurtenant, exclusive sixty foot easement for ingress, egress and utilities, over, under and upon its property.

B. Road Maintenance Association. At such time as any of the above described property, consisting of six separate parcels, is sold the owners said parcels may at any time form a formal Road Maintenance Association and formulate certain by-laws and governing procedures to specifically define the rights, responsibilities, and remedies of the owners relative to continuing maintenance and repair of the roadway. Until such time as such an association is formed, these provisions shall continue in effect and be binding upon all owners of parcels.

C. Voting Rights. For purposes of defining rights and responsibilities for maintenance and repair of the roadway, each parcel shall be deemed to have one (1) vote and one-sixth (1/6) of responsibility as described herein.

D. Maintenance & Repairs. The Owners of the above described parcels shall be individually and collectively required to maintain the roadway easement area described above. Maintenance thereof shall include, but not be limited to, removing brush and debris, generally keeping said designated area groomed and trees trimmed so as not to interfere with vehicle ingress, egress, and access. In addition, the owners shall be responsible for Common Maintenance of the roadway itself, which shall include, but not be limited to road /culvert repair, graveling/rocking the road as needed, snow removal, weed and dust control, necessary grading, erosion control, and general road maintenance



to keep the roadway accessible, in good year round condition, and free from hazardous or dangerous conditions. The cost and effort of providing Common Maintenance, exclusive of any major road improvements, such as asphalt paving, shall be agreed upon by all owners and shall be shared by all owners to the extent of their proprietary interest.

E. Costs of Maintenance. Pursuant to the above terms and agreement, it is agreed that upon the incurring of any expense to provide Common Maintenance to the roadway that each obligated parcel owner shall pay his share of said expenses. The amount due shall be paid within 30 days of a request being made for contribution from each parcel owner.

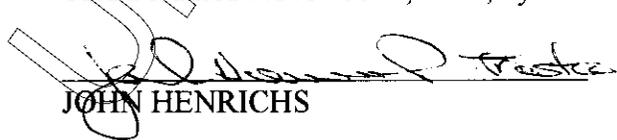
G. Hold Harmless. Each parcel owner shall hold the other parcel owners harmless for any damage, liability, loss, or expense related to their respective use of the roadway or the use of the roadway by guests, visitors, business licensees, or trespassers of that owner, except for intentional, reckless, or malicious acts of that owner which result in damage or injury to the other parcel owners or his property.

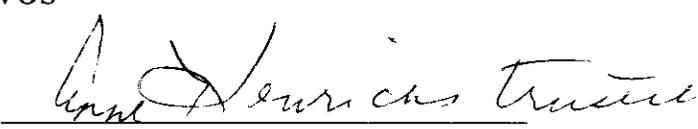
H. Time of Essence. Time is of the essence in the performance of the terms and conditions of this agreement.

DATED THIS 7 DAY OF MARCH, 2000.

OWNER:

JOHN AND ANNE HENRICHS INTER VIVOS TRUST dated November 5, 1990, by:


JOHN HENRICHS


ANNE HENRICHS



PTONFR. TITLE COMPANY

FAS

\$14.00

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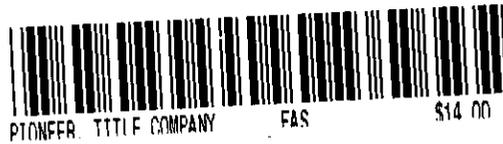
Exhibit "A"
LEGAL DESCRIPTION
ROAD EASEMENT

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A Private road easement located in Section 27, Township 27 North, Range 42 East of the Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Commencing at the East Quarter corner of said Section 27, being marked by a 2" iron pipe;
Thence along the East line of said Section 27 North 00°31'43" West a distance of 1997.50 feet to the Southerly Right of Way line of Hazard County road; Thence along said Right of Way line North 59°41'44" West a distance of 343.28 feet to the TRUE POINT OF BEGINNING.
Thence over and across 60 feet in width, 30 feet on each side of the described centerline as follows:
South 30°18'16" West a distance of 24.51 feet; Thence on a curve to the left having a radius of 100.00 feet and a central angle of 58°11'48" for an arc distance of 101.57 feet;
Thence South 27°33'32" East a distance of 174.16 feet; Thence on a curve to the right having a radius of 100.00 feet and a central angle of 88°51'15" for an arc distance of 155.08 feet;
Thence South 60°57'42" West a distance of 74.33 feet; Thence on a curve to the right having a radius of 100.00 feet and a central angle of 81°05'35" for an arc distance of 141.53 feet;
Thence North 37°55'43" West a distance of 27.66 feet; Thence on a curve to the left having a radius of 100.00 feet and a central angle of 142°35'00" for an arc distance of 248.85 feet;
Thence South 00°31'43" East a distance of 2022.30 feet to an intersection point of said easement;
Thence continuing South 89°23'17" West a distance of 170.66 feet; Thence on a curve to the left having a radius of 250.00 feet and a central angle of 21°42'50" for an arc distance of 94.74 feet;
Thence South 67°45'27" West a distance of 647.56 feet; Thence on a curve to the right having a radius of 150.00 feet and a central angle of 60°14'38" for an arc distance of 157.72 feet;
Thence North 51°59'55" West a distance of 60.95 feet; Thence on a curve to the left having a radius of 100.00 feet and a central angle of 72°05'18" for an arc distance of 125.82 feet;
Thence South 55°54'47" West a distance of 137.03 feet; Thence on a curve to the right having a radius of 150.00 feet and a central angle of 100°00'00" for an arc distance of 261.80 feet;
Thence North 24°05'13" West a distance of 468.88 feet; Thence on a curve to the left having a radius of 150.00 feet and a central angle of 51°25'20" for an arc distance of 134.62 feet;
Thence North 75°30'33" West a distance of 123.74 feet; Thence on a curve to the right having a radius of 580.00 feet and a central angle of 13°08'34" for an arc distance of 153.29 feet;
Thence North 60°21'59" West a distance of 49.42 feet; Thence on a curve to the left having a radius of 500.00 feet and a central angle of 31°24'43" for an arc distance of 274.12 feet;
Thence South 88°13'17" West a distance of 332.21 feet; Thence on a curve to the right having a radius of 225.00 feet and a central angle of 41°30'17" for an arc distance of 162.99 feet;
Thence North 50°16'26" West a distance of 78.23 feet; Thence on a curve to the left having a radius of 550.00 feet and a central angle of 06°08'01" for an arc distance of 58.88 feet;
Thence North 56°24'27" West a distance of 100.33 feet; Thence on a curve to the left having a radius of 550.00 feet and a central angle of 13°31'00" for an arc distance of 129.75 feet;
Thence North 69°55'27" West a distance of 83.65 feet; Thence on a curve to the right having a radius of 300.00 feet and a central angle of 15°49'18" for an arc distance of 82.84 feet;

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Thence on a curve to the left having a radius of 140.00 feet and a central angle of $45^{\circ}11'41''$ for an arc distance of 110.43 feet; Thence South $80^{\circ}42'10''$ West a distance of 304.85 feet; Thence on a curve to the left having a radius of 650.00 feet and a central angle of $09^{\circ}12'29''$ for an arc distance of 104.46 feet; Thence on a curve to the right having a radius of 1000.00 feet and a central angle of $06^{\circ}40'44''$ for an arc distance of 116.57 feet; Thence on a curve to the left having a radius of 400.00 feet and a central angle of $16^{\circ}09'53''$ for an arc distance of 112.85 feet; Thence on a curve to the right having a radius of 190.00 feet and a central angle of $40^{\circ}01'38''$ for an arc distance of 132.74 feet; Thence on a curve to the left having a radius of 100.00 feet and a central angle of $73^{\circ}31'46''$ for an arc distance of 128.33 feet; Thence on a curve to the right having a radius of 150.00 feet and a central angle of $51^{\circ}55'05''$ for an arc distance of 135.92 feet; Thence on a curve to the left having a radius of 425.00 feet and a central angle of $27^{\circ}42'38''$ for an arc distance of 205.55 feet; Thence on a curve to the left having a radius of 110.00 feet and a central angle of $86^{\circ}50'55''$ for an arc distance of 166.74 feet; Thence South $34^{\circ}08'04''$ East a distance of 21.69 feet; Thence on a curve to the right having a radius of 110.00 feet and a central angle of $75^{\circ}11'04''$ for an arc distance of 144.34 feet; Thence South $41^{\circ}03'00''$ West a distance of 200.54 feet; Thence on a curve to the right having a radius of 130.00 feet and a central angle of $12^{\circ}53'10''$ for an arc distance of 29.24 feet to the West Section line of said Section 27 and the terminus of this road description, with the sidelines of said description being shortened or extended to intersect adjacent boundaries, said terminus point being South $00^{\circ}23'52''$ East a distance of 383.12 feet from the West Quarter corner of said Section 27.

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Unofficial Document