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4770178

Page: 1 of 7

Page: 1 of 4

02/09/2005 03:54P

09/06/2002 03:30P

Spokane Co, WA

Spokane Co, WA

RETURN ADDRESS

RT DEVELOPMENT, L.L.C.  
12720 E. NODD, STE. E  
SPOKANE, WY. 99216-1197

*Record to correct legal*

**Please Type or Print Neatly & Clearly All Information**

**Document Title(s)**

PRIVATE ROADWAY MAINTENANCE AGREEMENT

**Reference Number(s) of Related Documents:**

**Grantor(s) (Last Name, First & Middle Initial)**

RT DEVELOPMENT, L.L.C.

**Grantee(s) (Last Name, First & Middle Initial)**

PUBLIC

**Legal Description (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section**

Block 3  
LOTS 4-15, BLOCK E, TURTLE CREEK SOUTH FIRST  
ADDITION, REFERRED TO BELOW AS "BENEFITED PROPERTY"

**Assessor's Tax Parcel ID Number:** 55194.9072

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party \_\_\_\_\_



WHEN RECORDED RETURN TO:

RT DEVELOPMENT, L.L.C.  
12720 E. Nora, Suite E  
Spokane, WA 99216-1197

Reference # (if applicable): \_\_\_\_\_  
Grantor(s): (1) RT Development, L.L.C.  
Grantee(s): (1) \_\_\_\_\_  
Legal Description (abbreviated): Lots 4-15, Block X - Turtle Creek South First Addition  
Additional Legal(s) on Page 1  
Assessor's Tax Parcel ID# 55194.9072

**PRIVATE ROADWAY MAINTENANCE AGREEMENT**

This Private Roadway Maintenance Agreement is made this 15<sup>th</sup> day of August, 2002 by RT Development, L.L.C., a Washington Limited Liability Company, as "Grantor".

1. Grantor is the Owner of real property located in Spokane County, Washington, legally described as Lots 4-15, Block 4, Turtle Creek South First Addition, referred to below as the "Benefited Property".
2. Grantor hereby binds the respective owners of each tax parcel existing or hereafter created within the Benefited Property to share in reasonable costs and charges for the maintenance, repair, replacement, reconstruction and clearing, as the same may be necessary in connection with the private road shown on the recorded plat as Jessica Lane and Lindsay Lane, and all reasonable ancillary structures thereto. The owner of each such tax parcel shall bear an equal share of all of such costs and charges.
3. Maintenance shall include all reasonably necessary costs and charges for cleaning, resurfacing, patching, sanding, graveling, abating dust, removing snow, and similar items customary for the maintenance of a roadway and its ancillary structures.
4. Except expenses required by any public authority, all owners of any of the parcels within the Benefited Property which share in expenses as stated above shall be consulted prior to the expenditure of funds for any of the functions referred to in Paragraphs 1 and 2. When possible, consultation shall occur in advance of any actual expenditure with respect to anticipated or reoccurring items or expenses.
5. After consultation, a written agreement of the owners of a majority of the parcels within the Benefited Property shall be binding on all owners of all of the parcels to share in such expenses. If required by a Public Authority, consent of the owners shall not be required in order to establish their obligation to pay their proportionate share of such required items or expenses incurred or to be incurred.
6. If practicable, all owners of parcels within the Benefited Property shall contribute their proportionate share of the cost of all items an expenses at or prior to





5178528

Page: 4 of 7

4770178

02/09/2005 03:54P

Page: 4 of 4

Spokane Co, WA

09/06/2002 03:30P  
Spokane Co, WA

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



Sandra J. Butler

NOTARY PUBLIC in and for the  
State of Washington, residing at  
Spokane.

My Commission Expires: 9-1-05

Sandra J. Butler  
Print Name

Lot#4-15Bk4PrivateRoadTCC

Unofficial Document



5178528  
Page: 5 of 7  
02/09/2005 03:54P  
Spokane Co, WA

Unofficial Document

STATE OF WASHINGTON  
COUNTY OF SPOKANE  
I, Vicky M. Dalton, Spokane County Auditor, do  
hereby certify that the foregoing document is a  
true and correct copy of the document received  
and recorded in the office of the Auditor.  
In witness whereof, hereunto set my hand this  
9th day of February, 2005.  
VICKY M. DALTON, Spokane County Auditor





WHEN RECORDED RETURN TO:

RT DEVELOPMENT, L.L.C.  
12720 E. Nora, Suite E  
Spokane, WA 99216-1197

Reference # (if applicable): \_\_\_\_\_  
Grantor(s): (1) RT Development, L.L.C.  
Grantee(s): (1) \_\_\_\_\_  
Legal Description (abbreviated): Lots 4-15, Block 3 - Turtle Creek South First Addition  
Additional Legal(s) on Page 1  
Assessor's Tax Parcel ID# 55194.9072

**PRIVATE ROADWAY MAINTENANCE AGREEMENT**

This Private Roadway Maintenance Agreement is made this 15th day of August, 2002 by RT Development, L.L.C., a Washington Limited Liability Company, as "Grantor".

1. Grantor is the Owner of real property located in Spokane County, Washington, legally described as Lots 4-15, Block 3, Turtle Creek South First Addition, referred to below as the "Benefitted Property."

2. Grantor hereby binds the respective owners of each tax parcel existing or hereafter created within the Benefitted Property to share in reasonable costs and charges for the maintenance, repair, replacement, reconstruction and clearing, as the same may be necessary in connection with the private road shown on the recorded plat as Jessica Lane and Lindsay Lane, and all reasonable ancillary structures thereto. The owner of each such tax parcel shall bear an equal share of all of such costs and charges.

3. Maintenance shall include all reasonably necessary costs and charges for cleaning, resurfacing, patching, sanding, graveling, abating dust, removing snow, and similar items customary for the maintenance of a roadway and its ancillary structures.

4. Except expenses required by any public authority, all owners of any of the parcels within the Benefitted Property which share in expenses as stated above shall be consulted prior to the expenditure of funds for any of the functions referred to in Paragraphs 1 and 2. When possible, consultation shall occur in advance of any actual expenditure with respect to anticipated or reoccurring items or expenses.

5. After consultation, a written agreement of the owners of a majority of the parcels within the Benefitted Property shall be binding on all owners of all of the parcels to share in such expenses. If required by a Public Authority, consent of the owners shall not be required in order to establish their obligation to pay their proportionate share of such required items or expenses incurred or to be incurred.

6. If practicable, all owners of parcels within the Benefitted Property shall contribute their proportionate share of the cost of all items an expenses at or prior to



RETURN ADDRESS:

RT DEVELOPMENT, L.L.C.  
12720 E. Nora, Suite E  
Spokane, WA 99216-1197

Document Title:

020905.2-6

PAGE 1 - PRIVATE ROADWAY MAINTENANCE AGREEMENT

**Being Re-recorded to correct Block Number from Block 4 to Block 3 in Turtle Creek South First Addition.**

A copy of the original recorded Document No. 4770178 Cover Sheet and recorded copy of Page 1 of Private Roadway Maintenance Agreement attached hereto for your reference.

Grantor:

RT DEVELOPMENT, L.L.C.

Grantee:

Public

Legal Description:

Lots 4-15, Block 3 - Turtle Creek South First Addition, referred to below as "Benefitted Property"

Assessor's Tax Parcel ID Number:

55194.9072