

After Recording Return to:
McGrane & Schuerman
298 S. Main, Suite 304
Colville, WA 99114

Auditor File #: 2009 0006710
Recorded at the request of:
STEVENS COUNTY TITLE COMPANY

on 07/28/2009 at 14:36

Total of 6 page(s) Paid: \$ 67.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
THE ANDERSON DEVELOPMENT IN STEVENS COUNTY, WASHINGTON**

This Declaration of Covenants, Conditions and Restrictions made this ^{107728 ①} 28th day of July, 2009, by TERRANCE B. ANDERSON and BARBARA J. ANDERSON, husband and wife, the owner of all of the Anderson Development in Stevens County, Washington, lots described below. The party's intent is to preserve and enhance the values and the amenities of the area.

The legal description of all the real property that these Covenants, Conditions and Restrictions apply to is as follows:

Parcel I:

Assessor's Tax Parcel No.: 2197450

S ½ SW 1/4 NE 1/4, Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel J:

Assessor's Tax Parcel No.: Portion of 2197400

S ½ SE 1/4 NE 1/4 of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel K:

Assessor's Tax Parcel No.: Portion of 2197400

N ½ SE 1/4 NE 1/4 of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

**SECTION 1.
GENERAL PROVISIONS**

- A. These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own or who may hereafter own property in the subdivision for a period of ten years from the date these covenants are recorded after which ten year time said covenants shall be automatically extended for successive periods of (10) years unless an instrument signed by four of the seven lot owners of the lots or tracts has been recorded, agreeing to change the covenants in whole or in part. Unless otherwise agreed by the parties having an interest in any lot, the owner shall be the party holding fee title, except in the case of a real estate contract or successive contracts; the last contract purchaser in the chain of title shall be deemed the owners.
- B. Any persons who now owns, or who may hereafter own, property in the subdivision are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions, and to obtain injunctions and/or recover any damages suffered by them from any violations thereof.
- C. Each and all of the covenants, conditions and restrictions contained herein shall be deemed and construed to be continuing and no waiver of or failure to enforce a breach of any of the covenants, conditions and restriction herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions and restrictions.
- D. If any covenant, condition or restriction contained herein, or any portion thereof, is invalidated or voided by court order or otherwise, such invalidity or voidness shall in no way affect any other covenant, condition or restriction.
- E. By acquiring an interest in any lot, such person, agrees to bind himself, his heirs and assigns to these protective covenants, to perform obligations, and comply with the terms of the road maintenance agreement(s).
- F. Any violation of these covenants shall be considered a nuisance. Any lot

owner shall have the right; upon fifteen days written notice, to take legal action against the offending parcel's owner, lessee or other person in control of possession.

- G. Person or persons enforcing covenants shall be entitled to recover reasonable costs including reasonable attorney's fees. These costs will become a liability of the offender and if not paid within 30 days, the costs will become a lien on the property. This lien shall be enforceable by foreclosure of real property in the manner provided by law for foreclosures of real property mortgages. Such liens shall be superior to any and all other liens except mortgage liens recorded prior to the date of legal action.
- H. These covenants shall be fully incorporated into any instrument by reference to the same as "Declaration of Covenants, Conditions and Restrictions."

SECTION A.
BUILDING CONSTRUCTION AND LANDSCAPING RESTRICTION

- A. All buildings placed on the property shall be of new stick frame construction, new manufactured double wide, new manufactured triple wide, and manufactured log homes only. Previously constructed structures shall not be placed on real property. No trailers and no single-wides shall be placed on the property. Further, all buildings shall be constructed in accordance to the provisions of the Uniform Building Code in effect at the date of construction. Each residence shall contain at least 1,400 square feet of interior space, exclusive of open decks, garages, covered carports, sheds and other outbuildings.
- B. Except as otherwise noted herein, only one single-family residence and outbuildings auxiliary thereto (i.e. garages, woodsheds, barns, etc.) shall be constructed or permitted to remain on each lot. Separate guest quarters are allowed subject to County approval. This second separate guest quarters must be a maximum square footage of 800 square feet and must be placed within 150 feet of the primary residence and shall conform to the architecture and colors of the primary residence.
- C. Buildings on residential lots shall be well proportioned structures. Exterior finish shall be stained or painted colors. Roof covering shall be wood shake, shingle, composition shingle, or painted metal. No unpainted metal

roofing shall be permitted on any building in the subdivision.

- D. The exterior of any building shall be completed within two years of the beginning of construction.
- E. Driveways crossing drainage ditches must be equipped with adequate culverts capable of assuring the free and unobstructed passage of the waters therein, and on public right-of-way must comply with regulations and standards of Stevens County.

**SECTION B.
OCCUPYING PROPERTY PRIOR TO NEW HOME CONSTRUCTION**

- A. During the two year construction of a new residential home period, the lot owner may stay in a motor home or R.V. only.
- B. Prior to the two year construction of a new residential home period, the lot owner may stay on the property for up to six months in any calendar year. The lot owner, during the period prior to construction, may stay in a motor home or R.V., but no other non motor home or R.V. shelter will be allowed (i.e. no single wide trailer or other type of shelter).

**SECTION C.
REPAIRS, MAINTENANCE AND CLEANLINESS**

Lot owners must adhere to rules and regulations of the Stevens County Noxious Weed Control Board.

**SECTION D.
TRASH AND DEBRIS**

No trash, garbage, ashes, refuse, ruins or other remains of any kind including, but not limited to disabled vehicles, furniture, appliances, shall be thrown dumped, placed, disposed of, or permitted to remain on any land vacant or otherwise. The person or persons in control or possession of any residential lot shall, irrespective of fault, be responsible for the prompt removal of such materials.

**SECTION E.
ANIMALS**

All pets and livestock must be contained within the boundary of the lot.

**SECTION F.
BUSINESS ACTIVITY**

No commercial or industrial business that creates any excessive noise or offensive odors, high traffic or trade shall be conducted upon any lot, nor shall anything be done thereof which may be or become an annoyance or nuisance to, or detract from the neighborhood or negatively effect value of the property, provided however, this restriction shall not prevent the rental or lease of any residence thereon as a single family dwelling.

**SECTION G.
SEVERABILITY**

In the event any portion of these covenants is ruled invalid, that portion shall be severed from the remainder, and the balance shall be fully enforceable.

Dated this 27 day of July, 2009.



Terrance B. Anderson

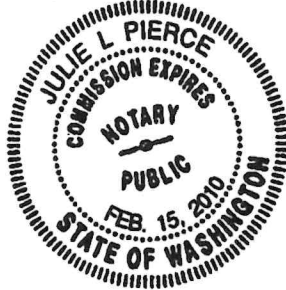


Barbara J. Anderson

STATE OF WASHINGTON)
) ss
COUNTY OF STEVENS)

This is to certify that on this 28th day of July, 2009, before me a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared Terrance B. Anderson and Barbara J. Anderson, to me known to be the individual(s) described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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



Julie L. Pierce
NOTARY PUBLIC in and for the State
of Washington residing in Cajonville.
My commission expires 2/15/10

Filed for Record at Request of:
AFTER RECORDING MAIL TO:

McGrane & Schuerman, PLLC
Town Center Building
298 South Main, Suite 304
Colville, WA 99114

Auditor File #: 2009 0006711

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 07/28/2009 at 14:38

Total of 3 page(s) Paid: \$ 64.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

File: ANDERS AALLEN

STATUTORY WARRANTY DEED

107728
②

THE GRANTORS, TERRANCE B. ANDERSON and BARBARA J. ANDERSON, husband and wife,

for and in consideration of ONE HUNDRED FIVE THOUSAND AND 00/100'S DOLLARS,
(\$105,000.00),

in hand paid, convey and warrant to ROBERT W. COFFEN and LUCINDA H. COFFEN, husband and
wife, the GRANTEES,

the following described real estate situated in the County of STEVENS, State of Washington:

Assessor's Tax Parcel No.: Portion of 2197400

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 34 North, Range 39 East, W.M., in
Stevens County, Washington.

SUBJECT TO Easement for an electric transmission or distribution line as granted to Stevens
County Electric Cooperative, Inc., a corporation, together with the right to cut trees and
shrubbery to the extent necessary to keep them clear of said line. Recorded June 25, 1957,
under Auditor's File No. 311092.

SUBJECT TO An easement affecting the portion of said premises and for the purpose stated
herein, and incidental purposes in favor of Edward Braswell and Jenna L. Braswell, husband
and wife, dated April 28, 1980, recorded April 29, 1980, under Auditor's File No. 495926 as
follows: a perpetual non-exclusive easement for ingress, egress and utilities over, along and
under the East 60 feet of that part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 17, lying South of the
existing access road to the above described property and also over the North 60 feet of the
East 60 feet of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 17. Said easement is appurtenant to and
for the benefit of the S $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 16. Purchasers for themselves and their
successors and assigns covenant and agree that the foregoing easement herein reserved shall
not be obstructed by any gates.

SUBJECT TO Easement Deed, Release and Road Maintenance Agreement executed by and
between the parties herein named upon the terms and conditions herein provided. Dated

March 14, 2006, recorded March 22, 2006, under Auditor's File No. 20060003250, executed by Edward Braswell and Jenna L. Braswell, husband and wife; Allen Braswell and Rosemarie Wilson-Braswell, husband and wife; and Terrance B. Anderson and Barbara J. Anderson, husband and wife.



SUBJECT TO Dedication of Mutual Easement Rights and Utility Easement executed by and between the parties therein named upon the terms and conditions therein provided. Dated October 18, 2007, recorded October 26, 2007, under Auditor's File No. 20070012516 and Dedication of Mutual Easement Rights and Utility Easement executed by and between the parties therein named upon the terms and conditions therein provided. Dated February 20, 2008, recorded February 26, 2008, under Auditor's File No. 20080001818. Said instrument was re-recorded May 13, 2008, under Auditor's File No. 20080004555.

SUBJECT TO Covenants, conditions and restrictions contained in Declaration of Covenants, Conditions and Restrictions the Anderson Development in Stevens County, Washington referred to herein, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, if any are found to contain the same. Recorded October 26, 2007, under Auditor's File No. 20070012517, and Covenants, Conditions and Restrictions recorded July 28, 2009 under Auditor's File No. 20090006710.

TOGETHER WITH An easement affecting the portion of said premises and for the purpose stated herein, and incidental purposes in favor of Terrance B. Anderson and Barbara J. Anderson, husband and wife, their successors, heirs and assigns; and Richard K. Naff and Nancy M. Naff, husband and wife. Dated October 26, 2007, recorded October 26, 2007, under Auditor's File No. 20070012515, as follows: perpetual, non-exclusive easements for ingress, egress and utilities over, across and under property 30 feet wide, 15 feet on each side of the centerline of existing road, with the right to maintain and improve the same. Grantors reserve joint use of said road easement and also reserves access over, across and under said easement for all utilities.

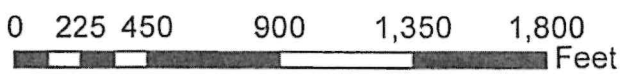
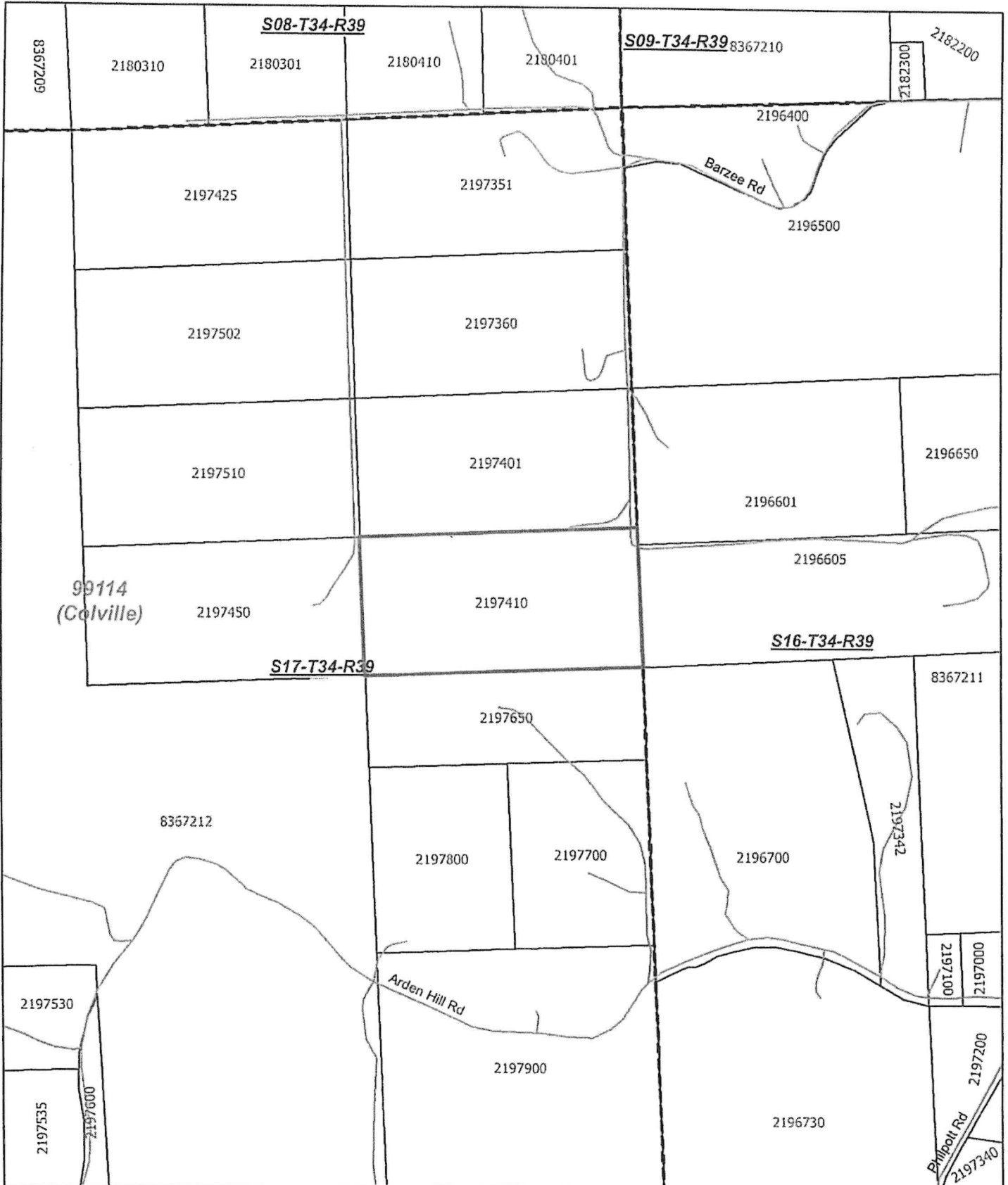
TOGETHER WITH any and all improvements located on such land, all standing and down timber located on such land, and all easements, rights of way, and access rights, if any, all water rights, all mineral rights, and all other rights of every nature appurtenant to such land.

DATED this 28th day of July, 2009.


TERRANCE B. ANDERSON

BARBARA J. ANDERSON

Stevens County Title Company

280 S Oak - 100 E Birch, Colville, WA 99114
 (Ph) 509-684-4589 - (Fx) 509-684-5448



1 inch = 600 feet



This sketch is furnished for your information only. The Company has not surveyed the premises and assumes no liability for any inaccuracy therein.

Filed for Record at Request of:
AFTER RECORDING MAIL TO:

PRUITT-HAMM LAW & MEDIATION SERVICES
298 S. Main St.; Colville, WA 99114

Auditor File #: 2006 0003250

Recorded at the request of:
COLUMBIA TITLE COMPANY

on 03/22/2006 at 14:01

Total of 10 page(s) Paid: \$ 73.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

KIKUHLE

CTC 15752

EASEMENT DEED, RELEASE AND ROAD MAINTENANCE AGREEMENT

This agreement is made and entered into this 14th day of March, 2006, by and between the parties and upon the terms described below
Parcel No.'s 2196600, 2196650, 2197400, 2197350

I. PARTIES

The parties to this agreement are as follows:

1.1. Braswells

Edward Braswell and Jenna L. Braswell, husband and wife, individually and as a marital community, owners of real property situated in Stevens County, Washington under Parcel No. 2196600, more particularly described in Exhibit A.

1.2. Wilson-Braswells

Allen Braswell and Rosemarie Wilson-Braswell, husband and wife, individually and as a marital community, owners of real property situated in Stevens County, Washington under Parcel No. 2196650, more particularly described in Exhibit B.

1.3. Andersons

Terrence B. Anderson and Barbara Anderson, husband and wife, individually and as a marital community, owners of real property situated in Stevens County, Washington under Parcel No. 2197350, more particularly described in Exhibit C.

For the mutual consideration recited below, the parties hereby agree as follows:

II. EASEMENT DEEDS AND RELEASES

2.1. Braswell Partial Release of Existing Easement

Braswells, for themselves and their successors and assigns, hereby release to Andersons

Real Estate Excise Tax	
AFF#	<u>00mt</u>
Date Pd	
Original	<u>None</u>
Amt Pd	
Int	Pen
Stevens County Treasurer Deputy	
By <u>Sharon</u>	Date <u>3/22/06</u>

their rights of easement to the west 20 feet of the east 60 feet of that part of the NE ¼ of the NE ¼ of Section 17, Township 34 North, Range 39 East, W.M. lying South of the existing county road, for ingress and egress over the existing access road, which location is more particularly described in section 2.2.1 below.

2.2. Anderson Grant of Easement

Andersons, for themselves and their successors and assigns, hereby grant to Wilson-Braswells a perpetual easement along the existing access road, which location is more particularly described in section 2.2.1 below, the scope of which is more particularly described in section 2.2.2 below.

2.2.1. Location of the Easement

The location of the easement described above is the East 40 feet of that part of the NE ¼ of the NE ¼ of said Section 17, Township 34 North, Range 39 East, W.M., Stevens County, lying south of the existing access road to the Wilson-Braswell parcel described in Exhibit B, and also over the North 40 feet of the East 40 feet of the SE ¼ of the NE ¼ of said Section 17.

2.2.2. Scope of the Easement

The scope and purpose of the easement is for ingress, egress and for running utilities reasonably necessary for residential purposes on the dominant tenement.

2.3. Braswell Clarification of Easement Rights in Gross to Anderson

Braswells hereby grant and clarify that Andersons retain and shall enjoy personal easement rights of ingress and egress over and along the easement described in section 2.2.1 above to the extent that the road passes over the servient tenement of Andersons.

III. ROAD MAINTENANCE AGREEMENT

WHEREAS, all present and future owners of any parcel located within the above mentioned properties will benefit by the maintenance and continued existence of said private road; and whereas, in order to obtain building permits for construction on said land, and obtain construction loans, it is necessary to provide assurance of the continuation of road access;

NOW, THEREFORE, the parties covenant and agree as follows:

3.1. *Emergency Access*

That Braswells & Wilson-Braswells will maintain said road and keep it open at all times for the use of the parcels and for the use of the State of Washington, Department of Natural Resources, U.S. Forest Service, or any other State or Federal or County Agency or for any other Governmental Agency providing fire protection to any property which is served by the above described private roadway.

3.2. *Maintenance Standards*

The parties agree that any necessary maintenance will be made to said road to maintain the road in a reasonable condition, including but not be limited to grading in the Spring and Fall, filling chuck holes as needed, and plowing as required by snowfall. Each party agrees to be responsible for the party's pro-rata share of said basic maintenance. Any additional repair shall not be undertaken under this agreement except with the express written consent of all of the parties and the assumption by each in-writing of their proportionate share of financial liabilities for the costs of such additional repairs or maintenance.

3.3. *Costs*

The costs of maintenance shall be paid on a pro-rata basis by Braswells & Wilson-Braswells, based on the ratios of the distance each party uses the road measured from the start of the easement at Barzee Road (County Road).

3.4. *Indemnification*

Each of the parties agrees to indemnify the others against all liability for injury to him or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

3.5. *Remedies*

For the enforcement of this Maintenance Agreement, all parties shall have available to them all legal remedies at law or in equity. In the event of any litigation arising out of any disagreement over performance of this Agreement, the party ultimately found to be non-prevailing, agrees to pay to the prevailing party a reasonable attorney's fee.

3.6. *Running with the Land*

This Maintenance Agreement applies to, inures to the benefit of and is binding not only upon the parties herein but upon their heirs, their legatees, administrators, executors, successors and assigns.

IN WITNESS THEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them as of the day and year first above written.

EB
JW
bfa
Braswells + Wilson-Braswells
JRB

3.1. Emergency Access

That ~~all above parcel owners~~ will maintain said road and keep it open at all times for the use of the parcels and for the use of the State of Washington, Department of Natural Resources, U.S. Forest Service, or any other State or Federal or County Agency or for any other Governmental Agency providing fire protection to any property which is served by the above described private roadway.

3.2. Maintenance Standards

The parties agree that any necessary maintenance will be made to said road to maintain the road in a reasonable condition, including but not be limited to grading in the Spring and Fall, filling chuck holes as needed, and plowing as required by snowfall. Each party agrees to be responsible for the party's pro-rata share of said basic maintenance. Any additional repair shall not be undertaken under this agreement except with the express written consent of all of the parties and the assumption by each in writing of their proportionate share of financial liabilities for the costs of such additional repairs or maintenance.

JW *DF* *EB*
Braswells + Wilson-Braswells
JRB

3.3. Costs

The costs of maintenance shall be paid on a pro-rata basis by ~~all parties~~, based on the ratios of the distance each party uses the road measured from the start of the easement at Barzee Road (County Road).

3.4. Indemnification

Each of the parties agrees to indemnify the others against all liability for injury to him or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement.

3.5. Remedies

For the enforcement of this Maintenance Agreement, all parties shall have available to them all legal remedies at law or in equity. In the event of any litigation arising out of any disagreement over performance of this Agreement, the party ultimately found to be non-prevailing, agrees to pay to the prevailing party a reasonable attorney's fee.

3.6. Running with the Land

This Maintenance Agreement applies to, inures to the benefit of and is binding not only upon the parties herein but upon their heirs, their legatees, administrators, executors, successors and assigns.

IN WITNESS THEREOF, this instrument has been executed by the parties hereto in manner and form sufficient to bind them as of the day and year first above written.

Edward Braswell
Jenna B. De...

Jenna L. Braswell
Barbara J. Anderson

STATE OF ALASKA)
)ss
County of _____)

I certify that I know or have satisfactory evidence that _____
and _____ are the persons who appear before me,
and said persons acknowledged that they signed this instrument and acknowledged it to
be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this _____ day __ March, 2006.

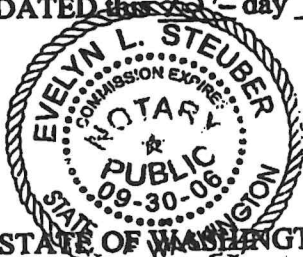
NOTARY PUBLIC in and for the State of
_____, residing at

My appointment expires: _____

STATE OF WASHINGTON)
)ss
County of Stevens)

I certify that I know or have satisfactory evidence that Terrence B. Anderson
and Barbara J. Anderson are the persons who appear before me,
and said persons acknowledged that they signed this instrument and acknowledged it to
be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 15th day __ March, 2006.



Evelyn L. Steuber
NOTARY PUBLIC in and for the State of
Washington, residing at Colville, WA.
My appointment expires: 9/30/06

STATE OF WASHINGTON)
)ss
County of Stevens)

I certify that I know or have satisfactory evidence that Ed Braswell

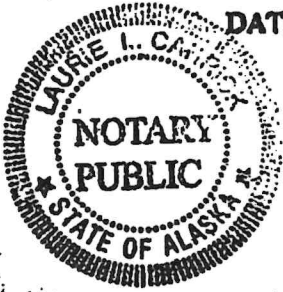
Edward Braswell
[Signature]

Jeanne L. Braswell
[Signature]

STATE OF ALASKA)
County of Juneau) ss

I certify that I know or have satisfactory evidence that Allen Wade Braswell and Rosemarie Wilson-Braswell are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 17 day March, 2006.

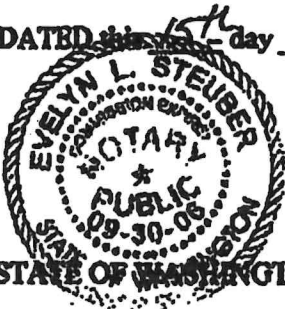


Laurie B. Carrick
NOTARY PUBLIC in and for the State of Alaska, residing at Juneau, Alaska
My appointment expires: My Commission Expires July 24, 2006

STATE OF WASHINGTON)
County of Stevens) ss

I certify that I know or have satisfactory evidence that Terrence B. Anderson and Barbara J. Anderson are the persons who appear before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 15th day March, 2006.



Evelyn L. Steuber
NOTARY PUBLIC in and for the State of Washington, residing at Colville, WA.
My appointment expires: 9/30/06

STATE OF WASHINGTON)
County of Stevens) ss

I certify that I know or have satisfactory evidence that Ed Braswell

and Jennia Braswell are the persons who appear before me,
and said persons acknowledged that they signed this instrument and acknowledged it to
be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 14th day March, 2006.

Holly Elliott
NOTARY PUBLIC in and for the State of
Washington, residing at C
My appointment expires:



Filed for Record at Request of:
AFTER RECORDING MAIL TO:

McGrane & Schuerman, PLLC
Town Center Building
298 South Main, Suite 304
Colville, WA 99114

Auditor File #: 2008 0001818

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 02/26/2008 at 14:47

Total of 8 page(s) Paid: \$ 49.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

File: Anderson/Lovej...

DEDICATION OF MUTUAL EASEMENT RIGHTS AND UTILITY EASEMENT IN THE S1/2 OF THE SE1/4 OF SECTION 8, TOWNSHIP 34 NORTH, RANGE 34 E.W.M. AND THE NE1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 34 E.W.M., STEVENS COUNTY, WASHINGTON.

REPLACES PRIOR DEDICATION OF MUTUAL EASEMENT RIGHTS AND UTILITY EASEMENT RECORDED UNDER AUDITOR'S FILE NO. 20070012516.

Terrance B. Anderson and Barbara J. Anderson, husband and wife, and William Zier and Genevieve Zier, Trustees of the William and Genevieve Zier Family Revocable Living Trust, all the above hereinafter referred to as "Dedicator", its successors, heirs and assigns, forever dedicate, make and declare the following easement rights and road maintenance agreement.

WHEREAS, Dedicator Terrance B. Anderson and Barbara J. Anderson own the following described real property:

Parcel B:

Part of Tax Parcel No. 218044

The East half of the Southeast quarter of the Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel C:

Part of Tax Parcel No. 218044

The West half of the Southeast quarter of the Southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

OFF. 376 PAGE 3314

Real Estate Excise Tax	
AFF#	<i>02/26/08</i>
Date Pd	
Original Amt Pd	<i>None</i>
Int	Pen
Stevens County Treasurer Deputy	
<i>By: [Signature]</i>	Date <i>2/26/08</i>

Parcel D:

Part of Tax Parcel No. 2180300

The East half of the Southwest quarter of the Southeast quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel E:

Part of Tax Parcel No. 2180300

The West half of the Southwest quarter of the Southeast quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 8, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel F:

Part of Tax Parcel No. 2197500

The North half of the Northwest quarter of the Northeast quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel G:

Part of Tax Parcel No. 2197500

The South half of the Northwest quarter of the Northeast quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

Parcel L:

Part of Tax Parcel No. 2197350

The South half of the Northeast quarter of the Northeast quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

WHEREAS, Dedicator William Zier and Geneveive Zier, Trustees of the William and Genevieve Zier Family Revocable Living Trust, are the contract purchasers from Dedicators Terrance B. Anderson and Barbara J. Anderson of the following described property:

Parcel A:

Part of Tax Parcel No. 2197350

The North half of the Northeast quarter of the Northeast quarter (N1/2 NE1/4NE1/4) of Section 17, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.

Subject to easements and restrictions of record.

WHEREAS, there was a prior Dedication of Mutual Easement Rights and Utility Easement filed under Auditor's File No. 20070012516 that the parties wish to modify by this Dedication.

WHEREAS, Dedicator wishes to dedicate for themselves and to the future owners of the above described property, their heirs, successors and assigns, the benefit and maintenance of roads for ingress and egress, and the utility easements as described below:

1. **DEDICATION OF MUTUAL EASEMENT RIGHTS:** There is hereby granted and dedicated perpetual, mutual easement rights for ingress, egress, and all utilities. Said easements are either presently in existence or shall be constructed in the future. The easements shall be thirty feet (30') in width and travel as follows: from a point at the East line of the N1/2 of the NE1/4 of the NE1/4 of Section 17, Township 34 North, Range 39 East, W.M., where the existing road enters the N1/2 of the NE1/4 of the NE1/4 of Section 17, Township 34 North, Range 39 East, W.M. The road shall travel in a Northwesterly direction until it reaches the SE1/4 of the SE1/4 of Section 8, Township 34 North, Range 39 East, W.M.; then Westerly along the South thirty feet (30') of the SE1/4 of the SE1/4 of Section 8, Township 34 North, Range 39 East, W.M., and continuing along the South thirty feet (30') of the E1/2 of the SW1/4 of the SE1/4 of Section 8, Township 34 North, Range 39 East, W.M., until it reaches thirty feet (30') inside the East line of the W1/2 of the SW1/4 of the SE1/4 of Section 8, Township 34 North, Range 39 East, W.M., in Stevens County, Washington.
2. **ASSIGNMENT OF APPURTENANT EASEMENT:** Dedicator hereby assigns and dedicates for the benefit of the properties described herein all appurtenant easement rights over other property, which affect any of these properties. Said easement is further described on Exhibit A attached hereto and incorporated herein by this reference.

3. **APPURTENANT AND SERVIENT PROPERTIES:** That each of the present and future ownerships of the properties above described shall have the benefit of all easement rights over the other properties described thereon over whose easement roads that benefit the appurtenant properties, and each of the properties described herein shall be servient to the rights of the other properties as described herein, where those easement roads for the benefitted properties run specifically.

All utility easements shall be underground only.

4. **RESERVATION OF USE BY BURDENED PROPERTY:** The burdened parcel owners reserve the joint use of said easements, whether road easements or utility easements.

No parcel shall be gated without the prior written and recorded consent of all the burdened property owners who have the right to use the easement, except that any property owner at the end of any easement road that does not serve another property owner may gate this end of the common easement road when it enters the end road user's only property without any prior permission.

5. **RUN WITH LAND:** The Dedicator hereby declares that the rights and servitudes herein established shall be binding upon the heirs, successors and assigns of the Dedicator. It is specifically the intent of the Dedicator that said rights shall run with the land.

6. **MAINTENANCE:** All the following maintenance agreements shall be permanently imposed on all the above property, with the exception of Parcel A which is excluded from these maintenance provisions.

6.1 Any owner may voluntarily elect to maintain, construct, repair, or improve the easement road as they see fit, including graveling, grading, ditching, culverting, and removing snow from the easement road, and may elect not to ask any other property owner for a payment or contribution or cost reimbursement.

6.2 However, if any property owner elects to any of the above and wishes to have the costs shared by other property owners, the following rules shall apply:

6.2.a Any property owner wishing to have other property owner(s) contribute shall notify the other owner or owners in advance in writing of the intended maintenance or improvement, and a request with the exact amount of the contribution costs requested to be paid by all contributors. Only the other property owners who are users of the easement shall be required to pay on a pro-rata basis. All "contributions" or costs must be agreed to by each paying party in writing prior to any work being done, including but not limited to, snow removal.

6.2.b A property owner is considered a "user of the easement" for maintenance paragraph purposes only when any permanent structures are placed upon the property, including but not limited to, houses, garages, shops or barns. When such structure is erected then the party shall be a user of the easement. This includes a person being a "user of the easement" even if they only "visit" their property and are not permanent residents, so long as a structure is on the property.

6.2.c The maintenance costs shall only be those reasonable and necessary to establish and maintain a year-round road and may include base road rock, topping rock, ditching, and necessary only culverts. Dust control oiling, asphalt top surfacing, and the like shall not be considered necessary maintenance, and shall not be required to be paid by any property owner who does not wish the same.

6.2.d The intent of this maintenance section is that a property owner that generally benefits from the necessary-only road construction, maintenance, or plowing shall pay their pro-rata share if requested in writing by the other property owner in advance of the work.

6.2.e For parcels H, I, J, and K who all have permanent easement rights it is uncertain how many divisions these parcels, namely, the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 17, Township 34 North, Range 39 East, W.M., shall ultimately have. For this above described 80-acre parcel each of the final ownership divisions shall be a "user of the easement", even if it is less than four owners or greater than four owners. For example only, if the above 80-acres (labeled parcel H, I, J, and K) is sold to one owner who builds one house, this shall be one user of the easement. If the above 80-acres is sold to eight owners who each build a one house, there shall be eight users of the easement who shall share in the maintenance along with parcels B, C, D, E, F, and G. Further, for redivisions of this 80-acre parcel, any further divisions that result in a new owner and a new house each new owner shall become a user of the easement.

6.3. UNDUE DAMAGE: In the event any owner, by the use of the road, causes it to be damaged or subject to other than usual, ordinary and reasonable wear, that owner shall have the obligation to restore the roadway to the condition existent prior to such use and bear the expense individually.

6.4. ENFORCEMENT: Any owner shall have the right to enforce, by any proceeding at law or in equity, all agreements now and hereafter imposed by the provisions of this instrument. Failure by any owner to enforce any covenant or restriction herein contained shall be by proceedings at law or in equity against any person or persons violating or attempting to violate a covenant. Relief shall be in such form as to restrain any violation or if required, to recover damages. If any lot owner or group of lot owners bring suit to enforce any provision or provisions of this agreement, the court shall have the right to grant reasonable attorney fees and assess reasonable costs against the person or persons violating this agreement.