



WHEN RECORDED RETURN TO:

ADAMS & CLARK, INC.

1720 W. 4th AVE.

SPOKANE, WA. 99201

Reference # (if applicable): _____

Grantor(s): (1) Frank Freeze Inc. (2) Alderbrook Enterprise, Inc.

Grantee(s): (1) Frank Freeze Inc. (2) Alderbrook Enterprise, Inc.

Additional Grantor(s) on pg. 1 Additional Grantee(s) on pg. 1

Legal Description (abbreviated): Tract B, and L1 - L7, B3, West Terrace 5th Addition, City of Spokane

Additional legal(s) on page 1

Assessor's Tax Parcel ID# 24181.1601-.1607, 24181.1702

PRIVATE ROAD

MAINTENANCE AGREEMENT

This Road Easement and Maintenance Agreement ("Agreement") is made this 27 day of September 2017 ("Effective Date") by and among FRANK FREEZE INC., a Washington corporation; ALDERBROOK ENTERPRISE, INC., a Washington corporation; and KEITH WALKER and KATHY WALKER, Trustees of the WALKER LIVING TRUST; and WEST TERRACE FIFTH ADDITION HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (collectively "Grantors").

2. Grantors are, collectively, the owners of real property legally described as Lots 1 through 7, Block 3, together with Tract "B," of West Terrace Fifth Addition, as recorded in Book 39 of Plats, Pages 12 - 13, under Auditor's File Number 6570380, in the northeast one-quarter of Section 18, Township 24 North, Range 42 East, W.M., Spokane County, State of Washington ("Property").

3. Tract "B" within the described property is also shown on the face of the plat as a common area tract to be utilized as a private road, identified as Masters Lane. This portion of the Property is identified below as the "Easement Area."

R. E. Excise Tax Exempt

Date 9/27 20 17

Spokane County Treas.

By MWA

4. For mutual benefit, Grantors reserve, grant, and quit claim a non-exclusive easement over, on, under, and across the Easement Area (“Easement”) for the benefit of each of the seven lots comprising part of in the Property (each a “Lot” and collectively the “Lots”). This Easement is created for purposes of providing access for ingress and egress to and from each of the Lots over the Easement Area. Lots 1 and 2 are hereby given the right to use the Easement Area only as a means for gaining secondary access (such as use in connection with a backyard garage or access to the rear of their yard, recognizing that the Easement Area is located adjacent to what is intended to be developed and constructed as the rear portion of those two Lots. Lots 3 through 7 are hereby given the right to use the Easement Area for primary access to and from those Lots, recognizing that the Easement Area is located adjacent to what is intended to be developed and constructed as the front of those Lots, with driveways leading into homes to be constructed on those Lots.

5. Costs associated with improving any initial roadway surface and ancillary drainage equipment and apparatus within the Easement Area for purposes of using the Easement Area as a private road are intended to be paid by Grantor, Frank Freeze Inc., as the developer of the project of which the Property is part.

6. Upon completion of the initial improvements described in Section 6, if the owner(s) of any of the Lots is responsible for any damage or injury to the roadway or any other improvements within the Easement Area, such responsible owner shall be solely responsible for paying all costs for repairing the same as nearly as practicable to the condition it was in prior to such damage or destruction. For purposes of this Section 6, each owner of each Lot shall be responsible for the actions of all other owners of that Lot, as well as for the actions of any of their immediate family members, guests, and employees.

7. Except as provided in Sections 5 and 6 above, costs associated with inspecting, maintaining, repairing, reconstructing, and replacing, as reasonably necessary, shall be shared among the owners of each of the Lots within the Property, with the owners of Lots 1 and 2 being responsible for paying one share for each of their Lots, and with the owners of Lots 3 through 7 being responsible for paying two shares for each of their Lots. This allocation of responsibility recognizes the greater burden anticipated to be imposed on the Easement Area and its improvements by the owners of Lots 3 through 7 which, as discussed in Section 4, are each

intended to utilize the Easement Area for primary access.

8. Maintenance of the private roadway shall include reasonable and customary charges for cleaning, resurfacing, patching, sealing, abating dust, removing of snow from, repairing and replacing and similar actions customary for the maintenance of a private roadway and its ancillary drainage structures and facilities. Unless otherwise agreed among the owners of a majority of Lots within the Property, snow removal shall occur when conditions warrant, based on criteria utilized by the County of Spokane for removing snow on public residential roads within the County. In any case, the maximum yearly snow removal cost for Lots 1 and 2 will be capped at \$75.00 per year. All such maintenance work shall be in conformance with the approved plans on file in the office of the Spokane County Engineer.

9. The West Terrace Fifth Homeowners Association, a Washington nonprofit corporation ("Association") shall be responsible for the administration implementation of maintenance activities, and collection and payment of fees and costs for the functions listed in Sections 5 through 8 above (except to the extent owners responsible for repairs under Section 5 perform those functions and pay applicable costs directly). Amounts to be paid by owners of Lots in the Property for any of the above shall be considered obligations imposed on Owners in the West Terrace Fifth Addition, as governed by the Declaration Establishing Covenants, Conditions, and Restrictions for West Terrace Fifth Addition ("Declaration"), which Declaration was recorded September 15, 2016 as Spokane County, Washington Auditor's Recording Number 6535154. Payments to be made by owners of Lots in the Property as provided in this Agreement shall be administered and treated as Limited Assessments imposed on the applicable owners pursuant to Section 7.4 of the Declaration. Performance of the duties and functions stated above, as well as imposition of and the obligation to pay applicable assessments by owners of Lots as described above shall constitute obligations imposed by the Declaration on the Association and the applicable owners of Lots covered by this Agreement, which obligations may not be amended or eliminated without the prior written permission of Spokane County.

10. Should the Association ever be terminated for any reason, the successors in interest shall be the individual owners of Lots in the Property, or their successors in interest, who are Members of the Association at the time of said termination.

11. In the event such private road, including associated drainage facilities within the

Easement Area, is improved to Spokane County standards for public streets, and the County is willing to accept the dedication of such road and drainage facilities, the owner of each Lot then included as part of the Property shall execute any documents necessary to accomplish such dedication.

12. Any proper obligation, whether payable as part of any assessment due to the Association, or payable among the individual owners in the event of termination of the Association, not paid within fifteen (15) days of the date a written request for payment for payment of any such proper charge is delivered to such owner, or within eighteen (18) days of the date any such written request is sent to such owner's address by certified mail, return receipt requested, shall be considered delinquent. Delinquent amounts imposed as limited assessments by the Association shall be collectable as provided in the Declaration. Delinquent amounts payable to other owners of Lots in the Property upon termination of the Association shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum until fully paid. Such obligations and all interest, costs, expenses and reasonable attorney fees incurred in connection with establishing or collecting such delinquent obligations shall be a personal obligation of the then owner of such Lot and shall be a lien against such Lot. Any such delinquent obligation may be enforced in like fashion as a mortgage obligation against such Lot, including the right to judicially foreclose such lien as a mortgage.

13. **WARNING:** *Spokane County has no responsibility to build, improve, or maintain or otherwise service the private road or associated drainage facilities contained within or providing service to the Property covered by this Agreement. By accepting this Agreement, approving any portion of the development of which the Property is a part, or subsequently allowing any building permit to be issued for any Lot in the Property to be served by the private road within the Easement Area, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage facilities for, or provide snow removal for any portion of the private road or its associated drainage facilities.*

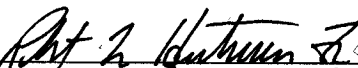
14. Whenever the Association, or the owners of Lots in the Property as its successors in interest, fail to maintain the drainage facilities in accordance with the approved drainage plan,

a notice will be given to the Association, or the owners of the Lots as its successors in interest, by Spokane County. If not corrected after ten days, the County has the right to correct the maintenance failures or to have it corrected at the expense of the Association, or the owners of Lots in the Property as its successor in interest, as applicable.

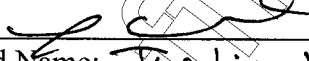
15. Spokane County does not accept the responsibility for maintaining the drainage course on any private lots within drainage easements or flood plain areas, nor the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation of any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on the private property, including the Property covered by this Agreement.

16. This Agreement, the Easement as well as rights and obligations created hereunder, shall run with the land and shall be binding upon Grantors, and their respective heirs, successors, and/or assigns as owners of any portion of the Property, including obligations to participate in maintenance of the private road and drainage facilities within the Easement Area as provided herein.

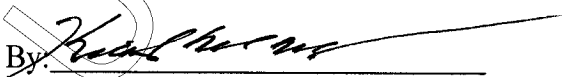
FRANK FREEZE INC.


By: 
Printed Name: Robert L. Heitman
Title: Authorized Agent

ALDERBROOK ENTERPRISE, INC.

By: 
Printed Name: Justin West
Title: Buyer Owner

WALKER LIVING TRUST

By: 
KEITH WALKER, Trustee

By: 
KATHY WALKER, Trustee

WEST TERRACE FIFTH ADDITION
HOMEOWNERS ASSOCIATION

By: Robert L. Heitman Jr
Printed Name: Robert L. Heitman Jr
Title: President

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 25th day of September 2017 before me personally appeared Robert L. Heitman, Jr. to me known to be the Authorized Representative of FRANK FREEZE INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Lisa Y. Oestreich-Berg
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane Valley
My commission expires: 11-1-20
LISA Y. OESTREICH-BERG
Print Name

Unofficial Document

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 25th day of September 2017 before me personally appeared Justin West to me known to be the President of ALDERBROOK ENTERPRISE, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

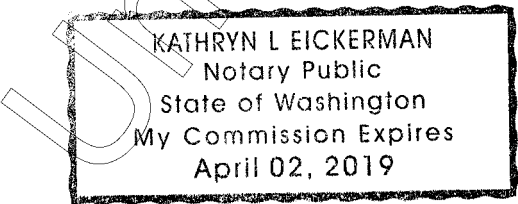


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Spokane Valley
My commission expires: 11-1-20
LISA Y. OESTREICH-BERG
Print Name

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 26th day of Sept 2017 2017 before me personally appeared Keith Walker and Kathy Walker to me known to be the Trustees, of the WALKER LIVING TRUST, the trust that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

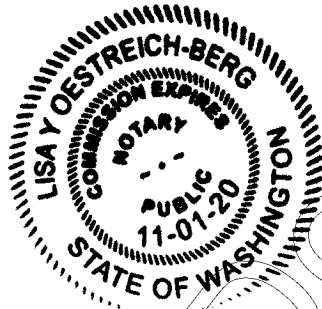


[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires: April 2, 2019
Kathryn L. Eickerman
Print Name

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 25th day of September 2017 before me personally appeared Robert L. Heitman, Jr. to me known to be the President of WEST TERRACE FIFTH ADDITION HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Lisa Y. Oestreich-Berg
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane Valley
My commission expires: 11-1-20
LISA Y. OESTREICH-BERG
Print Name

Unofficial Document