(1) PNWT-P 635825-34



AFTER RECORDING RETURN TO:

ROBERT ETTELDORF 4610 223 ST.K. SPANDWIN, WA 98387

Easement Document type:

Reference numbers of related documents:

Additional reference numbers on page

of document

Grantor(s):

- 1, GARY EKB 2, NORMA EKB
- 3.
- 4.

etc. additional names on page

of document

Grantee(s):

- 1. GARY ERB 2. NORMA ERB
- 3.
- 4.

etc. additional names on page

of document

Legal description: Abbreviated form: Full legal description on page 1

Assessor's parcel number(s):

0217032050, 0217036007, 0217036008, 0217036009

EXCISE TAX EXEMPT DATE 10/31/06
Pierce County

By ______Auth. Sig

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EASEMENT for INGRESS, EGRESS & UTILITIES

THIS EASEMENT is executed and entered into by GARY H. ERB and NORMA R.ERB, husband and wife (hereinafter collectively called "Erb" for the benefit of Lots 1, 2 and 3 of Pierce County Short Plat 200610115003.

RECITALS

- A. In order for individuals or companies by either purchase or assign to obtain access and bring utilities into the property in connection with the development of Lots 1, 2 and 3 of the said Short Plat, it is necessary for Erb to give and grant an easement over certain adjacent real properties.
- B. The real property over which Erb grants easement is owned by Erb and called Parcel A (herein after collectively referred to as "Erb Highway Parcel") and legally described on Exhibit "A". Erb is also the owner of said lots 1, 2 and 3.
- C. Erb has agreed to give and grant a perpetual non-exclusive easement to all heirs, successors, and or assigns forever to allow access for ingress, egress and utilities to and from Parcel A, Lots 1, 2 and 3, all in accordance with the terms, conditions, and provisions set forth in the Easement Agreement's of Record, recorded under Pierce County Auditor's File Numbers 9207300523, 9207300524, 9403040164.
- D. This easement is appurtenant to Parcel A and Lot 1 and for the benefit of Parcel A, Lots 1, 2 and 3 and shall be deemed to be a benefit running with the land.
- E. The location of this easement location is more particularly described in Pierce County Auditor's File Number 9404280752.
- F. The parcels affected are 0217032050, 0217036007, 0217036008, and 0217036009.

N WITNESS WHEREOF, the undersigned have executed this Easement Agreement dated:

October, 2006

Gary H. Erb

Norma R. Erb

STATE OF WASHINGTON	$\}_{SS.}$
COUNTY OF Pierce	1

I certify that I know or have satisfactory evidence that <u>Gary H. Erb</u> and <u>Norma R. Erb</u> are the persons who appeared to 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 the instrument.

Given under my hand and official seal the day and year last above given.

ROBERT K ETTELOOR

Notary Public in and for the State of Washington, My Commission Expires: 04/12/2010

EXHIBIT "A" Legal Description of Parcel A (Erb Highway Parcel)

PARCEL A:

Lot 1 as set forth in Declaration of Boundary Line Revision recorded under Auditor's File Number 8410170040, records of Pierce County and located in the Northerly ½ of the Northerly ½ of the Francis Gravaille Donation Land Claim No. 38, Township 17 and 18 North, Range 2 East, WM.

Except that portion of said Lot 1 conveyed to the City of Roy, a municipal corporation, by instrument recorded December 26, 1984 under Auditor File No. 8412260213

Situated in County of Pierce, State of Washington.

Auditor's Note: Map filed in vault in Map File Folder. Colore4

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and ROBERT K. ETTELDORF and LAREA ETTELDORF, husband and wife (hereinafter collectively "Etteldorf").

RECITALS:

- A. New Concept, as Purchaser, executed and entered into a real estate purchase and sale agreement with Etteldorf and JOHN TSURU and MARTHA TSURU, husband and wife, and GRANT R. OIE, a single man, (hereinafter collectively referred to as "Sellers"), to purchase and acquire that certain undeveloped real property commonly known as the Preliminary Plat of Oakview Heights located in Pierce County, Washington, and legally described on Exhibit "A" attached hereto (hereinafter "Oakview Heights Property").
- B. In order for New Concept to obtain access and to bring utilities into the property in connection with its development of Oakview Heights as a single family plat containing approximately 83 lots, it is necessary for Sellers to give and grant to New Concept an easement over certain adjacent real properties.
- C. One of the real properties over which such easement must be obtained is owned by Etteldorf commonly known as "Parcel C" and legally described on Exhibit "B" attached hereto.
- D. Etteldorf has agreed to give and grant a perpetual non-exclusive easement for such utilities and public access for ingress and egress to and from the Oakview Heights Property, all in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. Grant of Easement for Construction of Roadway and Related Improvements for Ingress and Egress to Oakview Heights Property. Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights Property over, under, and across the Ingress/Egress Easement Area for the purposes of: (i) constructing, improving and maintaining a roadway and related cuts, slopes and fills (including curbs, curb cuts and gutters), sidewalks, if required by Pierce County, and utilities (including, but not necessarily limited to, electricity, water, sewer, drainage, natural gas, telephone, CATV and street lighting); and (ii) providing public access via ingress and egress to and from the Oakview Heights Property for pedestrians and vehicular traffic. The Ingress/Egress Easement given and granted pursuant to this Agreement (hereinafter the "Ingress/Egress Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land. The parties hereto understand, acknowledge and agree that the Oakview Heights Property will

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EXCISE TAX EXEMPT: DATE JUL 3 0 1992
Pierce County

By <u>OBENOUS</u> Auth. S. 920730052:

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be developed as a single family plat and as such the Ingress/Egress Easement is for the benefit of all future owners of any lots created in connection with the recording of the final plat of Oakview Heights and their respective guests, invitees and licensees.

Notwithstanding the fact that the Ingress/Egress Easement described herein is non-exclusive, Etteldorf, and his respective heirs, successors and assigns understand and agree that the Easement is intended to provide 24 hours a day, 7 days a week, permanent ingress, egress and access to the Oakview Heights Property. Further, Etteldorf, and his respective heirs, successors and assigns agrees not to undertake or engage in any activity which would impair, limit or otherwise restrict the scope or use of the Easement.

The description of the portion of Parcel C which is the subject matter of the Ingress/Egress Easement (herein the "Ingress/Egress Easement Area") is as shown on the attached map and marked in yellow for identification. Such map is attached hereto as Exhibit "C". The exact location of the roadway and utilities to be constructed within said Ingress/Egress Easement Area shall be as determined by New Concept and finally approved by Pierce County in connection with the development of the Oakview Heights Property.

2. Sight Distance Easement for Railroad Crossing. Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over and across the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Railroad Crossing Protection as published by the Washington State Department of Transportation (i.e., visibility triangle), and (ii) the requirements of Chehalis Western Railroad Company in connection with the issuance of railroad crossing permit easement for ingress and egress to the Oakview Heights Property. The description of the portion of Parcel C which is the subject matter of the Sight Distance Easement (herein the "Sight Distance Easement Area") is as shown on the attached map and marked in blue for identification. Such map is attached hereto as Exhibit "D".

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Easement Area to provide a safe sight distance for approaching vehicles to the railroad crossing. In this regard, Etteldorf shall not be permitted to make any improvements or place any structures within the Sight Distance Easement Area which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Chehalis Western Railroad Company. The Sight Distance Easement given and granted pursuant to this Agreement (herein the "Sight Distance Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is a dominant estate and will be deemed to be a benefit running with the land.

Additionally, Etteldorf agrees that if additional land is required to meet the requirements of the Washington State Department of Transportation or the Chehalis Western Railroad Company in connection with providing a safe sight distance for vehicles approaching the railroad crossing, then Etteldorf will include such additional land as a part of the Sight Distance Easement Area.

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- 3. Entryway, Related Improvements and Landscaping Easement. Etteldorf hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over, under and across the Entryway, Related Improvements and Landscaping Area, for the purpose of constructing, improving and maintaining an entryway monument and related improvements and landscaping. The Entryway, Related Improvements and Landscaping Easement given and granted pursuant to this Agreement (herein the "Entryway, Related Improvements and Landscaping Easement") is appurtenant to and for the benefit of the Oakview Heights property which is a dominant estate and will be deemed to be a benefit running with the land. The description of the portion of Parcel C which is the subject matter of the Entryway, Related Improvement and Landscaping Easement (herein the "Entryway, Related Improvements and Landscaping Easement Area") is as shown on the attached map and marked in green for identification. Such map is attached hereto as Exhibit "E".
- 4. <u>Improvement of Ingress/Egress Easement Area</u>. New Concept shall have the full and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egress Easement Area for the purposes and uses described herein including all costs and expenses necessary to obtain the approvals and permits required by Pierce County and other governmental authorities having jurisdiction in connection with the development of Oakview Heights.
- 5. Maintenance and Repair of Ingress/Egress Ensement Area. From and after completion of the improvements to the Ingress/Egress Easement Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the owner(s) of the Oakview Heights Property; provided, however, that if Sellers and/or Etteldorf or their respective heirs, successors and assigns undertake on behalf of themselves or in a joint venture with another person(s) or entity(ies) to construct and complete a single family residential development on the real property which is adjacent to the Oakview Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the Ingress/Egress Easement Area shall be shared among the owner(s) of the said real property and the owner(s) of the Oakview Heights Property pro rata based upon the number of lots in each such development.

Etteldorf agrees to cooperate with New Concept in connection with obtaining permits for and the actual construction of the improvements within the Easement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce County or other governmental authorities having jurisdiction over such work.

6. Release of Portion of Easement Area. New Concept hereby agrees that upon completion of the development and recording of the final plat for Oakview Heights, New Concept will release and reconvey any portion of the Ingress/Egress and Sight Distance Easement Areas not required by Pierce County or other governmental authorities having jurisdiction in connection with the development of the Oakview Heights Property. Said release and reconveyance shall be accomplished by recording of an exact legal description of the Easement Areas utilizing the as-built drawings and survey of such improvements.

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7. <u>Dedication of Easement Area.</u> If in conjunction with the development of the Oakview Heights Property in accordance with its preliminary plat approval, Pierce County requires that the Easement Area be dedicated to the County for public ingress, egress and utilities, then Etteldorf agrees to convey said Easement Area to Pierce County, and to execute any and all other documents which may be required by Pierce County or other governmental authorities having jurisdiction in connection with such dedication.

8. Miscellaneous.

- 8.1 <u>Incorporation by Reference</u>. The Exhibits attached hereto are incorporated herein by this reference and form a part hereof as if set forth in full.
- 8.2 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees and assigns.
- 8.3 <u>Dispute Costs and Expenses</u>. In the event of any conflict, claim or dispute between the parties hereto and arising out of or relating to the subject matter hereof, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbiters fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorneys' fees incurred or expended whether or not court or arbitration proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.
- 8.4 <u>Right, Power and Authority</u>. Etteldorf represents and warrants to New Concept that Etteldorf has the right, power and authority to give and grant the Easement described herein and to perform all of his duties and obligations hereunder in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this July, 1992.

ACCEPTED AND AGREED TO:

ETTELDORF:

PORTER ETTEL DORE

Sasay Stoldo

LARGA E LE

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Ja Pelotold

LAREA ETTELDORF

LARAE JOE

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John Tsuru	NEW CONCEPT HOMES, INC., a Washington corporation
Mach June	By <u>Alex Der & Emull</u> Herbert E. Mull, President
Mant R. Die GRANT R. OIE	-
STATE OF WASHINGTON COUNTY OF KING PIERCE)) ss.)
who appeared before me, and said	satisfactory evidence that Robert K. Etteldorf is the person person acknowledged that he signed this instrument and voluntary act for the uses and purposes mentioned in the
	Notary Public in and for the State of Washington, residing at TAGONA My Appointment Expires 140-23-20-0
STATE OF WASHINGTON) ss.
COUNTY OF KING PIERCE)	LARAE SHE
I certify that I know or have s	atisfactory evidence that Larea Etteldorf is the person who

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instrument.

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appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the

Notary Public in and for the of Washington, residing at My Appointment Expires

STATE OF WASHINGTON		SS
COUNTY OF KING PIERCE	Ś	

I certify that I know or have satisfactory evidence that Herbert E. Mull is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

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Notary Public in and for the State of Washington, residing at TACOMA.

My Appointment Expires 10-23-992

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EXHIBIT "A" Legal Description of Oakview Heights Property

PARCEL A:

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Beginning at the Northeast corner of the Gravaille Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; THENCE Southerly along the Easterly line of said Donation Land Claim, 1,025.00 feet; THENCE Northwesterly and perpendicular with the Easterly line of said Donation Land Claim, 382.00 feet; THENCE Southerly and parallel with the Easterly line of said Donation Land Claim, 115.00 feet; THENCE Northwesterly and parallel with the Northwesterly and parallel THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 993.00 feet; THENCE Northerly and parallel with the Easterly line of said Donation Land Claim, 935 feet more or less to a point situated Southerly 225.00 feet, measured at right angles, from the Northerly line of Southerly 225.00 feet, measured at right angles, from the Northerly line of said Donation Land Claim; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 1150.00 feet; THENCE Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Chehalis Western Railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said Donation Land along said right-of-way from the Northerly line of Claim; THENCE Northerly along said right-of-way to the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line of said Donation Land Claim to the point of beginning.

Situate in the County of Pierce, State of Washington.

EXHIBIT "B"
Legal Description
of Parcel C

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PARCEL C:

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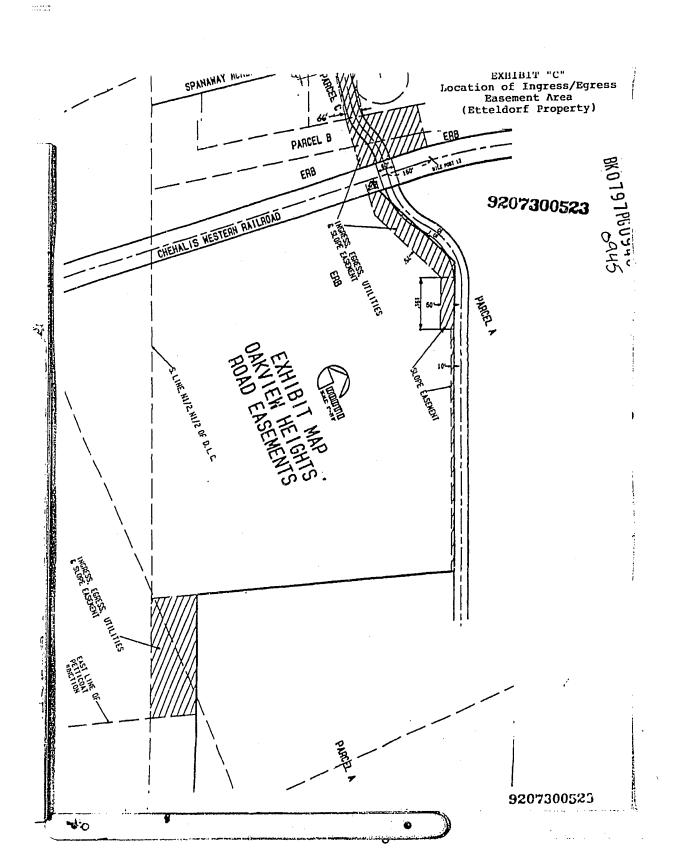
Lot 1 as set forth in Declaration of Boundary Line Revision recorded under Auditor's File No. 8410170040, records of Pierce County and located in the Northerly 1/2 of the Northerly 1/2 of the Francis Gravaille Donation Land Claim No. 38, Townships 17 and 18 North, Range 2 East, W.M.;

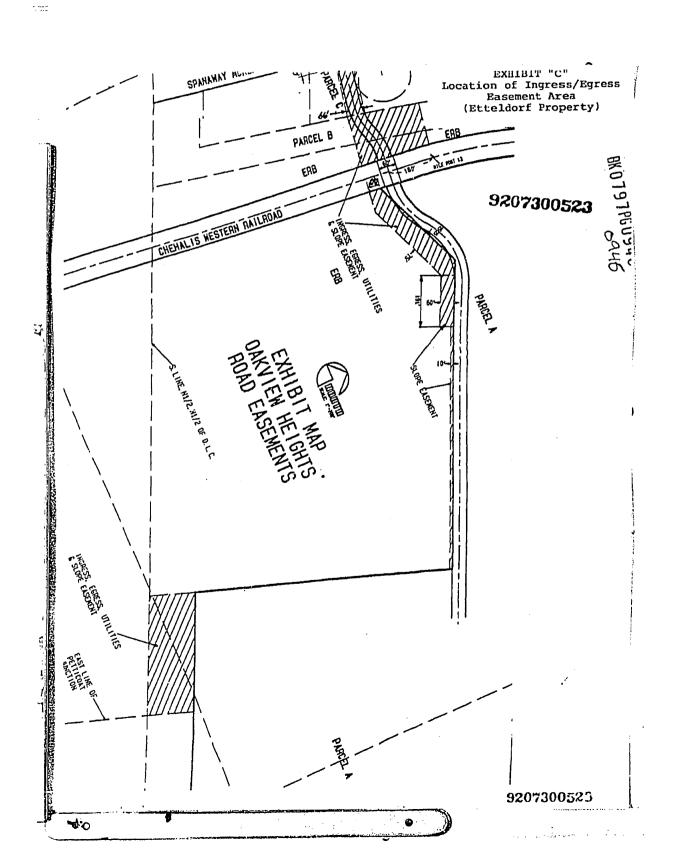
EXCEPT that portion of said Lot 1 conveyed to the City of Roy, a municipal corporation, by instrument recorded December 26, 1984 under Auditor's File No. 8412260213.

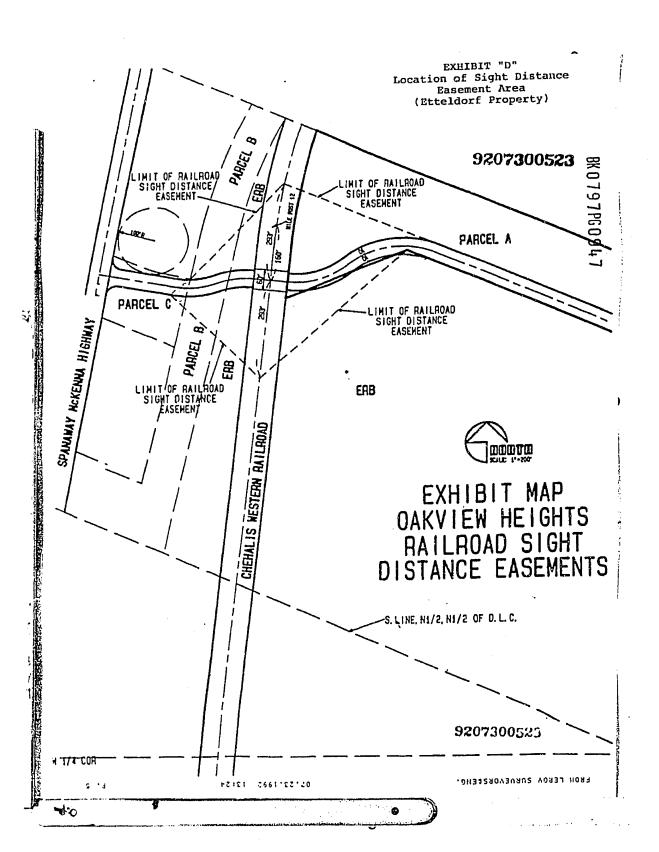
Situate in the County of Pierce, State of Washington.



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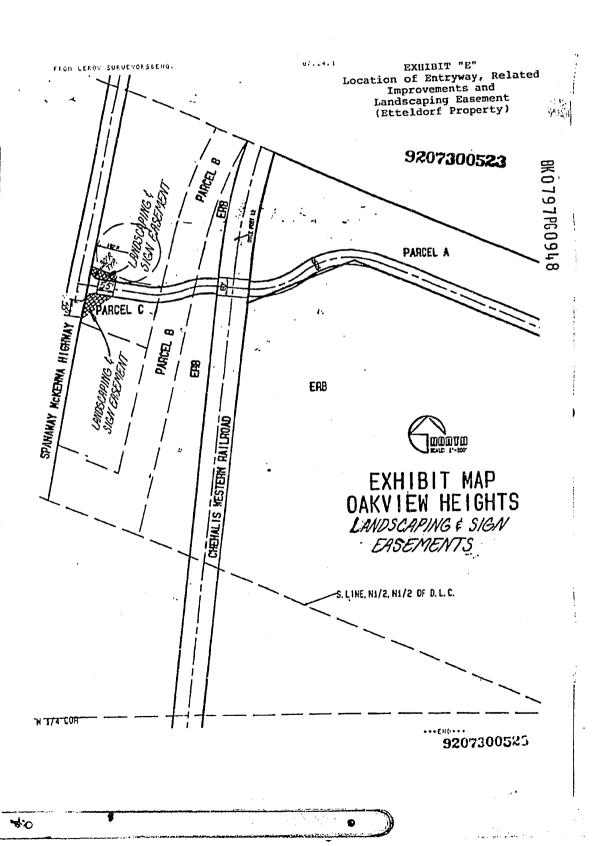






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Auditor's Note: Map filed in vault in Map File Folder.

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively "Erb").

RECITALS:

- New Concept, as Purchaser, executed and entered into a real estate purchase and sale agreement with ROBERT K. ETTELDORF and LAREA ETTELDORF, husband and wife, JOHN TSURU and MARTHA TSURU, husband and wire, and GRANT R. OIE, a single man, (hereinafter collectively referred to as "Sellers"), to purchase and acquire that certain undeveloped real property commonly known as the Preliminary Plat of Oakview Heights located in Pierce County, Washington, and legally described on Exhibit "A" attached hereto (hereinafter "Oakview Heights Property").
- In order for New Concept to obtain access and to bring utilities into the property in connection with its development of Oakview Heights as a single family plat containing approximately 83 lots, it is necessary for Erb to give and grant to New Concept an easement over certain adjacent real properties.
- One of the real properties over which such easement must be obtained is owned by Erb commonly known as the "Erb Parcel" and Parcel B (hereinafter collectively referred to as the "Erb Parcel") and legally described on Exhibit "B" attached hereto.
- Erb has agreed to give and grant a perpetual non-exclusive easement for such utilities and public access for ingress and egress to and from the Oakview Heights Property, all in accordance with the terms, conditions and provisions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Grant of Easement for Construction of Roadway and Related Improvements for Ingress and Egress to Oakview Heights Property. Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights Property over, under, and across the Ingress/Egress Easement Area for the purposes of: (i) constructing, improving and maintaining a roadway and related cuts, slopes and fills (including curbs, curb cuts and gutters), sidewalks, if required by Pierce County, and utilities (including, but not necessarily limited to, electricity, water, sewer, drainage, natural gas, telephone, CATV and street lighting); and (ii) providing public access via ingress and egress to and from the Oakview Heights Property for pedestrians and vehicular traffic. The Ingress/Egress Easement given and granted pursuant to this Agreement (hereinafter the "Ingress/Egress Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land. The parties hereto understand, acknowledge and agree that the Oakview Heights Property will EXCISE TAX EXEMPT DATE JUL 3 0 1992

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be developed as a single family plat and as such the Ingress/Egress Easement is for the benefit of all future owners of any lots created in connection with the recording of the final plat of Oakview Heights and their respective guests, invitees and licensees.

Notwithstanding the fact that the Ingress/Egress Easement described herein is non-exclusive, Erb, and his respective heirs, successors and assigns understand and agree that the Ingress/Egress Easement is intended to provide 24 hours a day, 7 days a week, permanent ingress, egress and access to the Oakview Heights Property. Further, Erb, and his respective heirs, successors and assigns agrees not to undertake or engage in any activity which would impair, limit or otherwise restrict the scope or use of the Ingress/Egress Easement.

The description of the portion of the Erb Parcel which is the subject matter of the Ingress/Egress Easement (herein the "Ingress/Egress Easement Area") is as shown on the attached map and marked in yellow for identification. Such map is attached hereto as Exhibit "C". The exact location of the roadway and utilities to be constructed within said Ingress/Egress Easement Area shall be as determined by New Concept and finally approved by Pierce County in connection with the development of the Oakview Heights Property.

2. Sight Distance Easement for Railroad Crossing. Erb hereby gives, grants and conveys a non-exclusive perpetual easement to New Concept for the benefit of the Oakview Heights property over and across the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Railroad Crossing Protection as published by the Washington State Department of Transportation (i.e., visibility triangle), and (ii) the requirements of Chehalis Western Railroad Company in connection with the issuance of railroad crossing permit easement for ingress and egress to the Oakview Heights Property. The description of the portion of the Erb Parcel which is the subject matter of the Sight Distance Easement (herein the "Sight Distance Easement Area") is as shown on the attached map and marked in blue for identification. Such map is attached hereto as Exhibit "D".

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Easement Area to provide a safe sight distance for approaching vehicles to the railroad crossing. In this regard, Erb shall not be permitted to make any improvements or place any structures within the Sight Distance Easement Area which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Chehalis Western Railroad Company. The Sight Distance Easement given and granted pursuant to this Agreement (herein the "Sight Distance Easement") is appurtenant to and for the benefit of the Oakview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land.

New Concept agrees not to clear any portion of the Sight Distance Easement Area unless and until required to do so by the Washington State Department of Transportation or the Chehalis Western Railroad Company, and in any event New Concept will not commence any such clearing without first giving ten (10) days written notice thereof to Erb.

Further, notwithstanding the fact that the Sight Distance Easement is a perpetual easement, it is understood and agreed that upon abandonment of the railroad right-of-way and

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release of the Sight Distance Easement Area as a part of its crossing permit requirements by the railroad, the Sight Distance Easement shall be deemed to have terminated.

—Additionally, Erb agrees that if additional land is required to meet the requirements of the Washington State Department of Transportation or the Chehalis Western Railroad Company—in connection with providing a safe sight distance for vehicles approaching the railroad crossing, then Erb will include such additional land as a part of the Sight Distance Easement Area.

- 3. <u>Improvement of Ingress/Egress Easement Area</u>. New Concept shall have the full and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egress Easement Area for the purposes and uses described herein including all costs and expenses necessary to obtain the approvals and permits required by Pierce County and other governmental authorities having jurisdiction in connection with the development of Oakview Heights.
- 4. Maintenance and Repair of Ingress/Egress Easement Area. From and after completion of the improvements to the Ingress/Egress Easement Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the owner(s) of the Oakview Heights Property; provided, however, that if Sellers and/or Erb or their respective heirs, successors and assigns undertake on behalf of themselves or in a joint venture with another person(s) or entity(ies) to construct and complete a single family residential development on the real property which is adjacent to the Oakview Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the Ingress/Egress Easement Area shall be shared among the owner(s) of the said real property and the owner(s) of the Oakview Heights Property pro rata based upon the number of lots in each such development.

Erb agrees to cooperate with New Concept in connection with obtaining permits for and the actual construction of the improvements within the Ingress/Egress Easement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce County or other governmental authorities having jurisdiction over such work.

5. Release of Portion of Easement Area. New Concept hereby agrees that upon completion of the development and recording of the final plat for Oakview Heights, New Concept will release and reconvey any portion of the Ingress/Egress and Sight Distance Easement Areas not required by Pierce County or other governmental authorities having jurisdiction in connection with the development of the Oakview Heights Property. Said release and reconveyance shall be accomplished by recording of an exact legal description of the said Easement Areas utilizing the as-built drawings and survey of such improvements.

New Concept agrees that in connection with grading, slope determination and cuts and fills associated with the ingress/egress roadway, New Concept shall, at its sole expense, install a gate at the easterly boundary line of the railroad right-of-way in order to preserve the security of Erb's livestock. In this regard, upon completion of such grading, slope determination and cuts and fills, Erb shall install a new fence along the southern boundary line of the constructed

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roadway in accordance with county requirements. Said new fencing shall be installed by Erb on or before thirty (30) days following New Concept's completion of such grading; provided that New Concept shall furnish Erb with written notice that such work has been so completed.

6. <u>Dedication of Ingress/Egress Easement Area</u>. If in conjunction with the development of the Oakview Heights Property in accordance with its preliminary plat approval, Pierce County requires that the Ingress/Egress Easement Area be dedicated to the County for public ingress, egress and utilities, then Erb agrees to convey said Ingress/Egress Easement Area to Pierce County, and to execute any and all other documents which may be required by Pierce County or other governmental authorities having jurisdiction in connection with such dedication.

7. Miscellaneous.

- 7.1 <u>Incorporation by Reference</u>. The Exhibits attached hereto are incorporated herein by this reference and form a part hereof as if set forth in full.
- 7.2 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, sublessees and assigns.
- 7.3 <u>Dispute Costs and Expenses</u>. In the event of any conflict, claim or dispute between the parties hereto and arising out of or relating to the subject matter hereof, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing party shall be entitled to receive from the non-prevailing party(ies) all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbiters fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorneys' fees incurred or expended whether or not court or arbitration proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.
- 7.4 Right, Power and Authority. Erb represents and warrants to New Concept that Erb has the right, power and authority to give and grant the Easement described herein and to perform all of his duties and obligations hereunder in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 29th July, 1992.

ACCEPTED AND AGREED TO:

"ERB":

SELLERS:

POBERT K ETTEL DORF

GARY H. ERB

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acknowledged it to be her free a instrument.	nu voluntary	Dated 7-30-92 Notary Public in and for the of Washington, residing at My Appointment Expires	148V2 1982 731780 74
STATE OF WASHINGTON COUNTY OF KING PIERCE) ss.		

I certify that I know or have satisfactory evidence that Herbert E. Mull is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and

purposes mentioned in the instrument.

Dated

Notary Public in and for the Sett of Washington, residing at 10.72 My Appointment Expires 10.72

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Ste	Sata Esteldari.	Morma R. Erb NORMA R. ERB
	JOHN TSURU	NEW CONCEPT HOMES, INC., a Washington corporation
	Martha TSURU	By Herbert E. Mull, President
	GRANT R. OIE	
	STATE OF WASHINGTON)) ss. COUNTY OF KING PIERCE)	
	announced before me and said person	factory evidence that Gary H. Erb is the person who acknowledged that he signed this instrument and stary act for the uses and purposes mentioned in the Dated 7-30-92 Notary Public in and for the State of Washington, residing at My Appointment Expires 10-34-36.
	STATE OF WASHINGTON)) ss. COUNTY OF KINGY PIERCE)	
	I certify that I know or have satisfa appeared before me, and said person ackr	actory evidence that Norma R. Erb is the person who nowledged that she signed this instrument and

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EXHIBIT "A" Legal Description of Oakview Heights Property

PARCEL A:

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Beginning at the Northeast corner of the Gravaille Donation Land Claim in Section 3, Township 17 North, Range 2 East of the Willamette Meridian; THENCE Southerly along the Easterly line of said Donation Land Claim, 1,025.00 feet; THENCE Northwesterly and perpendicular with the Easterly 1,025.00 reet; TARRER Northwesterry and perpendicular with the Easterry line of said Donation Land Claim, 382.00 feet; THENCE Southerly and parallel with the Easterly line of said Donation Land Claim, 115.00 feet; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 993.00 feet; THENCE Northerly and parallel with the Easterly line of said Donation Land Claim, 935 feet more or less to a point situated Southerly 225.00 feet, measured at right angles, from the Northerly line of said Donation Land Claim; THENCE Northwesterly and parallel with the Northerly line of said Donation Land Claim, 1150.00 feet; THENCE Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Southwesterly 380 feet, more or less to the Easterly right-of-way line of the Easterly right-of-way the Chehalis Western Railroad, said point situated 510.00 feet as measured along said right-of-way from the Northerly line of said Donation Land Claim; THENCE Northerly along said right-of-way to the Northerly line of said Donation Land Claim; THENCE Southeasterly along said Northerly line of said Donation Land Claim to the point of beginning.

Situate in the County of Pierce, State of Washington.

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FROM LERGY SURVEYORSREHS.

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EXHIBIT "B" Legal Description of Rrb Parcel

Erb Parcels

That portion of Section 3, Township 17 North, Range 2 East of the Willamette Heridian, Pierce County, Washington, described as follows:

The North Half of the Horth Half of the Gravaille Donation Land Claim Ho. 38 lying East of the East right-of-way line of State Highway Route Ho. 507, Yelm to Roy.

Except the Chehalis Western Railroad right-of-way.

Also Except that portion described as follows:

Beginning at the Kortheast corner of the Gravaille Donation Land Claim in Section
Beginning at the Kortheast corner of the Gravaille Donation Land Claim in Section
J. Township 17 Korth, Range 2 East of the Willamsto Meridian; thence Southerly
J. Township 17 Korth, Range 2 East of the Willamsto Meridian; thence Southerly
along the Easterly line of said donation land claim, 1,025.00 feet; thence
Rorthwesterly and perpendicular with the easterly line of said donation land claim, 182.00 feet; thence Southerly and parallel with the
Basterly line of said donation land claim, 993.00 feet; thence Mortherly and
parallel with the easterly line of said donation land claim, 935 feet more or
less to a point situated Southerly 225.00 feet, measured at right angles, from
the northerly line of said donation land claim; thence Morthwesterly and parallel
with the northerly line of said donation land claim; 150.00 feet; thence
Southwesterly 380 feet, more or less to the Easterly right-of-way line of the
Chehalis Western railroad, said point situated 50.00 feet as measured along said
Chehalis Western railroad, said point situated 510.00 feet as measured along said
Northerly along said right-of-way to the Mortherly line of said donation land
claim; thence Southeasterly along said Mortherly line of said donation land
claim; thence Southeasterly along said Mortherly line of said donation land
claim; thence Southeasterly along said Mortherly line of said donation land
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PARCEL B:

That portion of the Northerly half of the Northerly half of the Francis Gravaille Ponation Land Claim No. 38, described as follows:

Baginning at the intersection of the Southerly line of said subdivision with that right-of-way line drawn parallel with and 140 feet Northwesterly from the Survey line of State Highway Route No. 507, Yelm to Roy; THENCE Northeasterly along said right-of-way line to intersect the South line of the North 1165 feet to said Donation Land Claim; THENCE Southeasterly along the North line to intersect that line drawn parallel with and 32.5 feet Northwesterly from said Survey line; THENCE Northeasterly parallel with Northwesterly from said Survey line; THENCE Northeasterly parallel with said Survey line to intersect the Northerly line of said Donation Land claim; THENCE Southeasterly along said Northerly line to intersect that right-of-way line drawn parallel with and 75 feet Southeasterly from said survey line; THENCE Southwesterly along said right of way line to intersect Survey line; THENCE Southwesterly along said right of way line to intersect said Southerly line of said subdivision; THENCE Northwesterly along said Southerly line to the point of beginning, in Pierce County, Washington.

Situate in the County of Pierce, State of Washington.

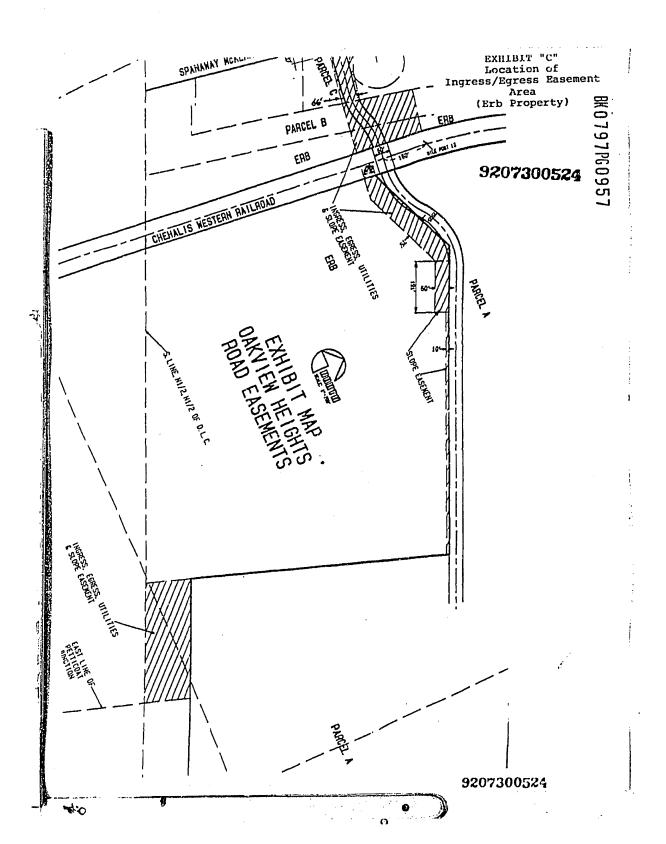
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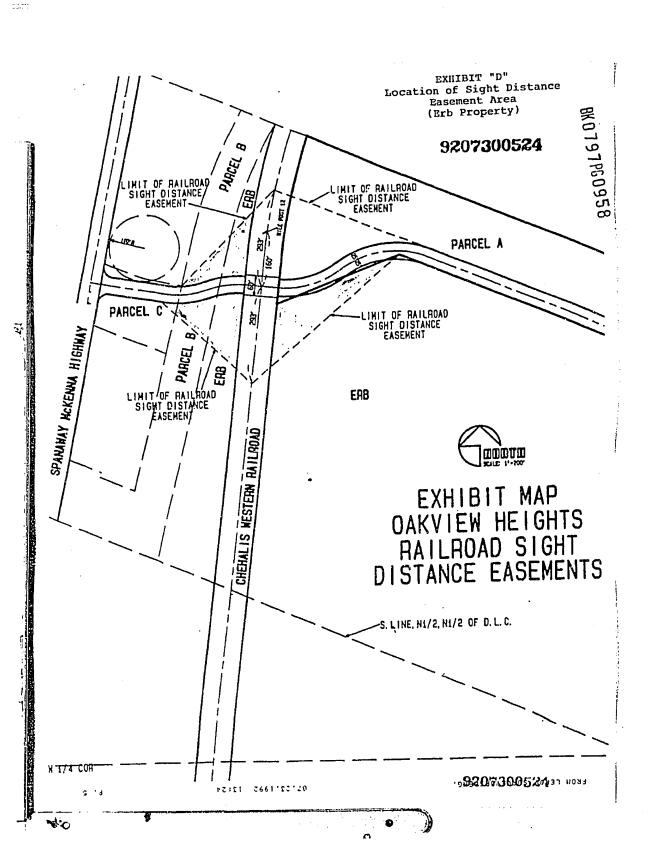
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ASSIGNMENT OF CERTAIN EASEMENT RIGHTS IN CONNECTION WITH MAINTENANCE AND OPERATION OF CITY OF ROY WATER SYSTEM

RECORDED

CATHY PEARSALL-STIPEK
AUDITOR PERCE CO. WASH

THIS ASSIGNMENT AGREEMENT is executed and entered in to by and between NEW CONCEPT HOMES, INC., a Washington corporation (hereinafter referred to as "Assignor"), and the CITY OF ROY, a municipal corporation (hereinafter referred to as "Assignee").

RECITALS:

- A. Pursuant to that certain Easement Agreement dated July 29, 1992 and recorded under Pierce County Auditor's File No. 9207300524 (the "Easement") GARY H. ERB and NORMA R. ERB, husband and wife (hereinafter collectively "Erb) granted to Assignor an easement for ingress, egress and utilities to and for the benefit of Assignor's real property legally described therein (hereinafter referred to as "Oakview Heights"). A copy of the Easement is attached hereto as Exhibit "A" and incorporated herein by this reference.
- B. Pursuant to Paragraph 1 of the Easement, the same is deemed to be appurtenant to and for the benefit of Oakview Heights which is the dominant estate and will be deemed to be a benefit running with the land. Pursuant to Paragraph 8.2 the Easement is binding upon and inures to the benefit of the parties' respective heirs, successors, sublessees and assigns.
- C. Assignce desires to maintain, service and provide a water system for the benefit of Oakview Heights; provided, however, that as a condition to such maintenance and service, Assignce requires Assignor to assign its easement rights relating to improving and maintaining a water system to Assignce.
- D. Assignor desires to effect a partial assignment of its easement rights under the Easement as they relate to grooming and maintaining a water system to Assignee.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- 1. Partial Assignment of Easement Rights. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby gives, grants and assigns to Assignee all of its easement rights relating to improving and maintaining a water system over and across the easement area as set forth in the Easement; and Assignee hereby accepts such assignment and agrees to comply with the provisions of the Easement relating thereto.
- 2. <u>Power and Authority</u>. Assignor hereby represents and warrants to Assignee that it is the owner of Oakview Heights and that Assignor has the right, power and authority to

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assign its easement rights and obligations relating to the improvement and maintenance of a water system under the Easement to Assignee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

ASSIGNEE:

ASSIGNOR:

CITY OF ROY, a municipal corporation:

NEW CONCEPT HOMES, INC., a Washington corporation:

By: DERICE & Mayor Dated: 2-14-94

By: No. 6 o. 4 2 four less Herbert E. Mull, President Dated: 1-28-94

ATTEST:

By: Penny and Brushw
City Clerk

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that HERBERT E. MULL is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated 1-28-94

NAME: BJEHY J. Smit

Notary Public in and for the State of of Mills

Washington.

Commission Expires: //-/30

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STATE OF WASHINGTON) ss. COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JOEL DEREFIELD and PENNY ANN BARLOW, known to be the Mayor and Clerk, respectively, of the City of Roy, a municipal corporation, who execute the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the same on behalf of the municipal corporation.

GIVEN under my hand and official seal this 1994.



Dated FRENCURD 14, 1794

Moren Congan

NAME: Goisour 12 Science (Print Name)

Notary Public in and for the State of Washington.

Commission Expires: 7/31/96

G&O, INC., SEA.

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Auditor's Note: Map filed in your in Map file Folder. 9207300524

9207300524 EASEMENT ACREEMENT.

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THIS EASEMENT AGREEMENT is executed and entered into by and among NEW CONCEPT HOMES, INC., a Washington corporation ("New Concept"); and GARY H. ERB and NORMA R. ERB, himbard and wife (berticalter collectively "Eth").

RECITALS

- A. New Coverpt, as Purchase, executed and effected into a real cause purchase and sale agreement with ROBERT K. ETTELDORF and parties, and GRANT R. OIE, a single man, (hereinafor collectively referred to as "Sellent"), in purchase and sequire that certain understoped real property commonly income as the Preliminary Plat of Calview Heights located in Pieros County, Washington, and legally described on Exhibit "A" attached hereto (hereinafor "Calview Heights Property").
- B. In order for New Concept to obtain access and to bring willhist into the property in connection with its development of Caleview Heights as a single family plat containing approximately (3) locs, it is occurrent for Erb to give and grant to New Concept an easement over certain adjacent real properties.
- C. One of the real properties over unlich such exament must be obtained is owned by Erb commonly known as the "Erb Parcel" and Parcel B Obersination collectively referred to as the "Erb Parces") and legally described on Eshibit "S" attached herein.
- D. Srb has agreed to give and grant a perpensal non-exclusive essentent for such utilities and public access for ingress and egress to and from the Onlytice Heights Property, all in accordance with the terms, conditions and provisions are forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is bereby acknowledged, the parties hereto as follows:

1. Grant of Essement for Construction of Rondon's and Related Improvements
(an Impers and Ferras to Onlycky Heights Property. Etc heraby gives, grant and conveys
a non-activitive purposed classment to New Concept for the benefit of the Calview Heights
Property over, show, and across the hypess/Egress Essement Area for the purposes of:
(i) constructing, improving and muistaining a reactivey and related cuts, shops and fills
(ancholing curies, such outs and gatters), sidewalls, if required by Fierros County, and solities
(fonctuding, but not necessarily limited to, electricity, water, arear, draining, natural pis,
telephone, CATV and streat tiphing); and (ii) providing public access in legrees and cyrices to and
from the Onlycky Heights Property for pedestrians and valicular traffic. The
logicus/Egress Estement plum and gratted pursuant to this Agreemess themshafter one
'Inspens/Egress Estement') is appartened pursuant to the brank of the Onlycky Heights
Property which is the dominant estate and will be decreas to be a benefit canning with the land.
The ponies hereto understand, asknowledge and agree that the Onlycky Heights Property will

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be unveloped as a single family plot and as such the legress/Egreet Statement is for the besefts of all future owners of any lost created in connection with the recording of the final plot of Calview Heights and their respective guests, invitees and licenses;

Oakview Heights and their respective guests, invitees not licensees:

Netwittening the fact that the largest/lights Eastment described herein is nonexclusive, Erb, and his respective heirs, inviteesors and autigns understand and agree that the
largest/Egress Eastment is intended to provide 24 hours a day, 7 days a week, permanent
largest/Egress Eastment is intended to provide 27 hours a day, 7 days a week, permanent
largest/Egress and access to the Oakview Heights Property. Forther, Erb, and his respective
heirs, successors and assigns agrees not to undertake or engage in any activity which would
impair, limit or otherwise restrict the scope or use of the logens/Egress Eastment.

The description of the portion of the Ero Parcel which is the subject matter of the Ingress/Egress Resement (berein the "Ingress/Egress Resement Area") is he shown on the attached map and marked in yellow for identification. Such map is attached herein as Enableir Co. The exact location of the readway and utilities to be constructed within said ingress/Egress Easement Area shall be as determined by New Concept and fileally approved by Pierce County in connection with the development of the Oalwiew Heights Property.

 Sight Distance Excement for Railroad Crossing. Erb hereby gives, grants and
conveys a non-exclusive perpetual extensat to New Coccept for the benefit of the Calview
Heights property over and across the Sight Distance Extensat Area for the purposes of rieght property over and scrotch the Sight Distance Easement Area for the purposes of permitting compliance with (i) the General Guidelines for Ballmad Crossing Protection as published by the Washington State Department of Transportation (i.e., visitinty straigle), and (ii) the requirements of Chaballa Western Railroad Company in connection with the issuance of railroad crossing permit easement for Ingress and agrees to the Cakolew Heights Property. The description of the prod on of the Erb Parcel which is the subject matter of the Sight Distance Eastment (Baroin the "Sight Distance Eastment (Baroin the Sight Distance Eastment (Baroin the "Sight Distance Eastment (Baroin the "Baroin th

To effect such purposes, New Concept shall have the right to clear and maintain the land within the Sight Distance Eastment Area to provide a safe right distance for approaching vehicles to the railroad crossing. In this regard, Erb shall not be permitted to make any improvements or pince any structures within the Sight Distance Eastment Area Which would cause the railroad crossing not to comply with the sight distance requirements of the Washington State Department of Transportation or the requirements of Cressils Western Railroad Company. The Sight Distance Enternest given and granted parasant to this Agreement (herois the "Sight Distance Enternest") is apparterant to and for the benefit of the Calview Heights Property which is the dominant estate and will be deemed to be a benefit running with the land.

New Coccept agrees not to clear any portion of the Sight Distance Essement Area unless and until required to do so by the Washington State Department of Transportation or the Chathalia Western Railroad Company, and in any event New Concept will not commessee any such clearing without first giving ten (10) days written notice thereof to Erb.

Further, norwithstanding the fact that the Sight Direance Easement is a perpensal casement, it is understood and agreed that upon abandonment of the railroad right-of-way and .2.

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relates of the Sight Distance Extensit Area at a part of its creating permit requirements by the milroad, that Sight Distance Extensit shall be desired to have terminated.

Weakington found Department of Transportation on the Charles Western Related Company to search or with providings and sight distance for which its Western Related Company to search or with providings and sight distance for which its Western Related Company to search of the write providing the sight distance for which its related control creating the write with the light with the sight providing and complete responsibility for and shall bear all costs and expenses in connection with the improvement and construction of the Ingress/Egrets Essement Area for the purposes and uses described herein including all costs and expenses accessary to obtain the approvals and permits required by Pierce County and other governmental authorities laying jurisdiction in connection with the development of Calariew Heights.

4. Maintenance and Recoil of Interest/Egress Extenset Area. From and after completion of the improvement to the ingress/Egress Extenset Area, the costs and expenses associated with the maintenance and repair of the same shall be the responsibility of the converts) of the Oakvirow Heights Property; provided, however, that if Sellers and/or Erb or their respective height, successors and assigns undertake on behalf of themselves or in a loint wenture with another person(s) or eality(in) to construct and complete a ringin family reddential development on the real property which is adjacent to the Calvirow Heights Property on the south and west sides thereof, then all costs in connection with the maintenance and repair of the largess/Egress Essement Arms shall be thand alroang the owner(s) of the said real property and the owner(s) of the Calvirow Heights Property and the owner(s) of the Oxioview Heights Property pro rate based upon the number of loss in each such development.

Erb agrees to cooperate with New Concept in consecution with obtaining permits for and the actual construction of the improvements within the impress/Egrees Essement Area including, but not limited to, the execution and delivery of any and all documents or other writings as may be requested by New Concept or required by Pierce Courny or other governmental authorities having jurisdiction over such work. having jurisdiction over such work.

3. Release of Portion of Engment Area. New Concept hereby agrees that upon completion of the development and recording of the first plut for Oukeview Heights, New Concept will release and recovery any portion of the Ingress/Egness and Sight Distance Essement Areas not required by Pietre County or other governmental authorities Invine jurisdiction in connection with the development of the Out-twe Height Property. Said release and reconveyance shall be accomplished by recording of an exact legal description of the said Estement Areas willising the at-heilt drawings and envey of such improvements.

Now Concept agrees that in connection with grading, slope determination and ours and fills associated with the ingress/tgreats readway, New Concept shall, at its sole argence, install a gate at the easterly boundary line of the railroad right-of-way in order to preserve the security of Erb's livessock. In this regard, upon competition of such grading, stop: determination and cuts and fills. Erb shall install a new fence along the southern boundary line of the constructed

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roadway in accordance with county requirements. Said was forming shall be installed by Erb on or briven thing (30) days following New Concept a supplication of such grading; provided that New Concept shall furnish Erb with written notice the such work has been an emplated.

6. Dedication of Instruct Forms Farmers Arm. It is conjuncted with the Concept near of the Oather's Heights Property is accordance with its perfectionary plat approval. Platter County toquires that the Instruct Enter Entered Arms to defined to the County for public layers, tegres and children, then Erb agrees to convey said Instruct Entered Arms to Prictic County, and to secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents which may be required by Pietros County and the secretar any and all other documents and the secretar and any and all other documents which may be required by Pietros County and the secretar any and all other documents and the secretar and the secretary and the se

- 7. Miscellaneous.

 7.1 Incorporation by Reference. The Dubbis amended hereic are incorporated herein by this reference and form a post hereof as if see forth in full.
- 7.2 Binding Effect. This Agreement shall be binding upon and inure to the benufit of the purues because and their respective being successors, subjectives and assigns.
- 7.3 Primate Costs and Roments. In the event of my conflict, claim or dispute herwest the parties hereto and ariding out of or relating to the spirort matter hereof, whether or not such conflict, claim or dispute tus in both in two or in equity, the pre-palling party shall be emilied to receive from the non-prevailing party(set) all reasonable costs and expenses of every nor whathoover including, but not limited on, surfaint foca, moderation fees, deposition costs, expert witness fees, accounting expenses relating thereo, and accural automorphic including an expense of expenses incurred or expenses in a spirituation, at trial, on appeal or in any bankumptay or receivership proceeding.
- 7.4 Right. Power and Authority. Eth represents and warrants to New Concept that Eth has the right, power and authority to give and grant the Easternest described herein and to perform all of his detics and obligations betweender in accordance with its terms.

IN WITNESS WHEREOP, the parks hereto have exercised this Agreement on this agreement on this

ACCEPTED AND AGREED TO:

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G&O. INC. 58K. 997PG 1894 Ø 008/022 01/25/94 08:39 FAX 200 283 3208 8X0797FCD954 GRANT R. OLE IN THIS PLANT IS LESS CLEAR THAN THIS NOTICE OPPLITY OF THE DOCONCAT. STATE OF WASHINGTON COUNTY OF MING MING I certify that I know or have satisfactory evidence that Gary H. Erb is the person who appeared before me, and said person astronousleged that its agreed this instrument and actionousleged it to be his free and voluntary set for the user and purposes mentions in the instrument. Notary Public in and for the of Wachington, residing at My Appointment Expires INC. PRODUKITI III STATE OF WASHINGTON COUNTY OF KING PIDE I certify that I know or have satisfactory evidence that Norma R. Ero is the person who appeared before me, and said person acknowledged that sho signed this instrument and A. 14. A. F:\DMS\W3L\00011917.02 07/29/92 .5. 9207300524 9403040164 MONTH A1:11 2621-05-UCM

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__ cao, INC., SEA. BK 997761895 01-25-94 08:40 FAX 206 283 3206 STATE OF WASHINGTON CCUNTY OF KING YES INC DOCUMENT IN THIS FUNC. IS, LESS CLEAR THAN THIS NOTIFY IS DOC TO THE GOOD IN HE FOCKHUME. I certify that I know or have stripfenory evidence that Herbert E. Mull is the person who appeared before mo, and said person acknowledged that he signed this instrument, on each strain that he was authorized to execute the instrument and acknowledged it as the President of New Concept Homes, Inc. to be the free and voluntary act of such corporation for the uses and purposes menulosed in the instrument. Notary Public is and for the part of Washington, residing at My Appointment Expires 出出 PUDMENTAL COLLEGE CONTRACT 3207200524 9403040164

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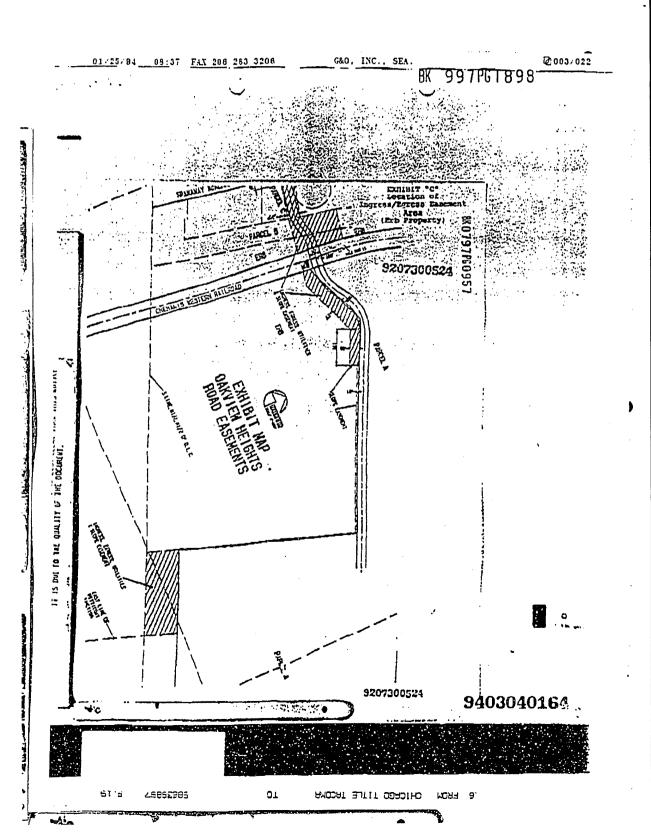
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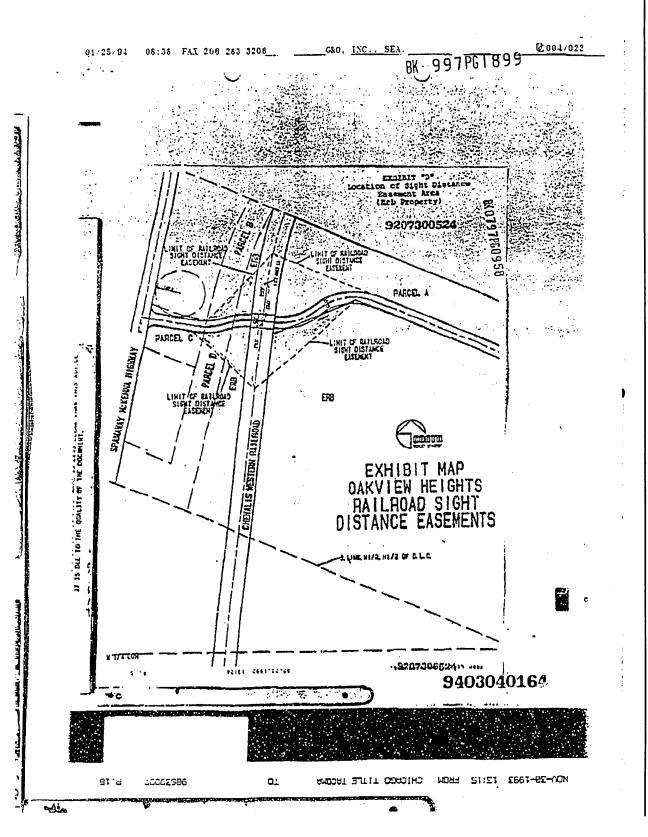
Beginning at the intersection of the Southerly line of said subdivision with that right-of-way line drawn parallel with and 140 feet Northwesterly with that right-of-way line of State Nighay Boats No. 507, Yelm to Boy; master than furway line of State Nighay Boats No. 507, Yelm to Boy; master than the furway line of State Northwesterly along Said right-of-way line to intersect the South line of Northwesterly slows gaid Invest line drawn parallel with End. 22.5 feet Northwesterly from gaid Survey line; master Northwesterly From gaid Survey line; master Northwesterly rice of said opening and Northwesterly line of said opening the Northwesterly line of said opening that said right-of-way line drawn parallel with and 75 feet Southerserly true said right-of-way line drawn parallel with and 75 feet Southerserly true said southerly line of said subdivision; master Northwesterly along said Southerly line to the point of beginning, in Pierce Courty, Newhington. MOTICE: Situate in the County or Pierre, State of Woshington. 9207300524 4:0

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EASEMENT (Individual form)

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(111314100001)
For a valuable consideration, receipt of which is hereby acknowledged the Grantor Conjut 015. Research Links Interest to your mount To ware hereby grants and conveys to the Grantee New Concert Horses his successors and assigns, the right, privilege and authority to use for Ingress, Egress and Utilities the following described property:
50 ft. Private Road and Utilities Easement over, under and across that portion of the Northwest quarter of Section 3, Township 17 North, Range 2 East, Willamette Meridian described as follows:
Commencing at the Northeast corner of Graivillie D.L.C., thence N66°23'00"W 2897.10 feet, along the

Northerly line of said D.L.C., to the Easterly Right of Way of Chehalis Western Railroad; thence Southwesterly, along said Easterly Right of Way, 385.33 feet, along the arc of a non-tangent curve to the left, having a radius of 1859.81 feet, the central point of which bears S71°51'53"E and through a central angle of 11°52'16"; thence continuing along said Easterly Right of Way S06°15'51"W 100.36 feet; thence N83°44'09"W 100.00 feet to the Westerly Right of Way of said Chehalis Western Railroad and the True Point of Beginning, thence Southwesterly 100.40 feet, along the are of a tangent curve to the left, having a radius of 235.00 feet and through a central angle of 24°28'45", thence Southwesterly 143.74 feet, along the arc of a reverse curve to the right, having a radius of 285.00 feet, the central point of which bears N18°12'54"W and through a central angle of 28°53'49"; thence N79°19'05"W 160.12 feet; thence Southwesterly 31.42 feet, along the arc of a curve to the left, having a radius of 20.00 feet and through a central angle of 90°00'22" to a point on the Easterly Right of Way of SR 507, a k.a. Roy-McKenna Road; thence N10°40'55" E 90.00 feet, along the Easterly Right of Way of said SR 507; thence Southeasterly 31.41 feet, along the arc of a non-tangent curve to the left, having a radius of 20.00 feet, the central point of which bears \$79°19'27"E and through a central angle of 89°59'37"; thence S79°19'05"E 160.13 feet; thence Northeasterly 118.52 feet, along the arc of a curve to the left, having a radius of 235.00 feet and through a central angle of 28°53'49"; thence Northeasterly 121.76 feet, along the arc of a reverse curve to the right, having a radius of 285.00 feet, the central point of which bears N18°12'54"W and through a central angle of 24°28'45", to the Westerly Right of Way of Chehalis Western Railroad; thence S06°15'51"E 50.00 feet to the True Point of Beginning.

Situate in the County of Pierce, State of Washington.

(This Easement is to revise and/or supercede that Easement recorded under A.F.N. 9404200615, to correct two typo errors on said document.)

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Dated this 26 day of April	
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(Joles / Co. J. S.) Cool	Maril M June
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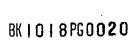
State of Washington)	
County of k 1 γ)	
	_ P 0:-
On this day personally appeared before me (-ran- to me known to be the individual(s) described in and who	executed the within and foregoing instrument, and
acknowledged that signed the same and	free and voluntary act and deed, for the
uses and purposes therein mentioned.	
GIVEN under my hand and official scal this 2 day	of April ,1994
****************	Chester a. Baluat
NOTARY PUBLIC STATE OF WASHINGTON	Notary Public in and for the State of Washington,
CHRISTINE A BALYEAT My Appointment Explose MAR 20, 1997	residing at Renter
State of Washington)	
) ss.	
County of Pierce	Rus Rolled and John Marth Total
On this day personally appeared before me hobeth the to me known to be the individual(s) described in and who	V-CP Discont
acknowledged that The signed the same and uses and purposes therein mentioned.	free and voluntary act and deed, for the
uses and purposes therein mentioned.	Λ .1
GIVEN under my hand and official scal this 20th day	of 1964
~~~~	(YSI)
BERT WOO	Notary Public in and for the State of Washington,
HOTARY	residing at JACMA
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EASEMENT (Individual form)

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(Individual form)
For a valuable consideration, receipt of which is hereby acknowledged the Grantor
Add the manage A K MACCO
hereby grants and conveys to the Grantec Nkw Cowker 140 wife.  his successors and assigns, the right, privilege and authority to use for Ingress, Egress and Utilities the following described property:
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Tlasman Cro

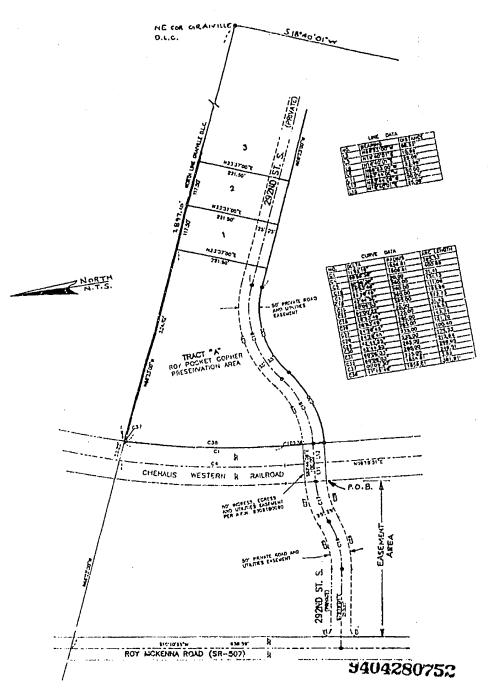


State of Washington)	
County of PIKREK)	
On this day personally appeared before me 6 parts to me known to be the individual(s) described in and whacknowledged that The signed the same and suses and purposes therein mentioned.	io executed the within and following instrument, and
GIVEN under my hand and official seal this 26 da	Notary Public in and for the State of Washington, residing at Romany - 476
State of Washington)	
) ss. County of )	i.
On this day personally appeared before me to me known to be the individual(s) described in and wh acknowledged thatsigned the same and uses and purposes therein mentioned.	o executed the within and foregoing instrument, and
GIVEN under my hand and official seal thisda	ny of,1994
	Notary Public in and for the State of Washington, residing at

EXHIBIT "A"

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