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Harrang Long Gary Rudnick P.C.
Attn: John T. Witherspoon
1001 SW 5th Ave 16th Floor
Portland, OR 97204

Real Estate Excise Tax	
AFF#	<u>Easmt</u>
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Original	<u>[Signature]</u>
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Stevens County Treasurer Deputy	
By <u>[Signature]</u>	Date <u>5-2-11</u>

Auditor File #: 2011 0002999

Recorded at the request of:

STEVENS COUNTY TITLE COMPANY

on 05/02/2011 at 15:36

Total of 10 page(s) Paid: \$ 71.00
STEVENS COUNTY, WASHINGTON
TIM GRAY, AUDITOR

AALLEN

DRAINFIELD EASEMENT AGREEMENT

This DRAINFIELD EASEMENT AGREEMENT ("Agreement") is effectively dated the 16th day of June, 2010 ("Effective Date"), by and between Deep Lake Condominium Association, a Washington non-profit corporation, in and of itself and also on behalf of its members ("Grantor") and Deep Lake, LLC, a Washington limited liability company ("Grantee").

A. The members of the Grantor own the real property legally described in the attached Exhibit A ("Association Parcel") with an abbreviated legal description of:

PTN GOV LOT 1, S 26, T 39 N, R 41 EWM.

Assessor's Tax Parcel ID Numbers: 5675202, 5675211, 5675212,
5675213, 5675214, 5675215, 5675216

B. The Grantee owns the real property legally described in the attached Exhibit B ("Wilderness West Parcel") with an abbreviated legal description of:

PTN GOVT LOT 1, S 26, T 39 N, R 41 EWM.

Assessor's Tax Parcel ID Number: 5675101

C. The drainfield and the septic tank for the Wilderness West Parcel are located on the Association Parcel, and the parties desire to establish a written easement as set forth in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between Grantor and Grantee as set forth below:

1. **Grant of Easement.** Grantor hereby grants to Grantee, and for the benefit of Wilderness West Parcel, a non-exclusive easement under, through, and across a portion of Association Parcel located to the south of the Wilderness West Parcel as legally described in Exhibit C to this Agreement (“Drainfield Area”), along with such other portions of Association Parcel as are reasonably necessary to provide access to the Drainfield Area for the purpose of maintaining, replacing, and operating a septic tank, drainfield, and septic system in the Drainfield Area for the purpose of draining water, sewage, and other materials into the Drainfield Area from the Wilderness West Parcel and the improvements on Wilderness West Parcel.

a. **Improvements on Drainfield Area.** Grantor agrees not to construct improvements on the Drainfield Area such as would interfere with the maintenance, repair, and operation of the septic tank, drainfield, and septic system or that would interfere with reasonable access to the septic tank, drainfield, and septic system.

2. **Maintenance, Repair, and Replacement.** Grantee shall undertake all maintenance, repair, and replacement of the septic tank, drainfield, and septic system. Grantee shall ensure that the planning, design, materials, specifications, operations, and all other aspects of the septic tank, drainfield, and septic system comply with applicable laws and regulations, and Grantee shall also be responsible for all testing and compliance measures required by any governmental authority. Grantee shall ensure that the planning, design, materials, specifications and all other aspects of any construction comply with applicable laws and regulations and shall be done in a workmanlike manner. Grantee will not at any time permit any materialman’s liens, mechanic’s liens, and similar statutory liens associated with the provision of goods or services to stand against the Association Parcel. Within ten (10) days after the substantial completion of any construction or improvements, Grantee shall return the Drainfield Area and any other portions of Association Parcel, including without limitation, all improvements and landscaping, disturbed in the course of construction to the condition existing prior to construction at the sole cost and expense of Grantee.

3. **Failure to Return Association Parcel to Existing Condition.** In the event that Grantee fails to return the Association Parcel to the condition existing prior to any construction by the Grantee, the Grantor will have the right, but not the obligation, to send a notice to Grantee of such failure. If the failure is not cured within seven (7) days of when the notice is sent, the Grantor will have the right under this Agreement to cure the failure and collect from Grantee all expenses and costs, including attorneys’ fees, incurred in curing the failure, together with interest at fifteen percent (15%) per annum (or the highest rate permitted by law, if lower).

4. **Liability and Indemnification.** Grantee agrees to indemnify, defend, and hold Grantor harmless from and against all claims, demands, suits and causes of action, and the accompanying liabilities, damages, losses, costs and expenses, whether presently known or unknown, or fixed or contingent (including, without limitation, reasonable legal expenses and attorneys’ fees with respect to the same) related to or arising from the use of the Drainfield Area and Association Parcel by Grantee or by Grantee’s guests, invitees, licensees, agents, employees, members, officers, directors, or other affiliates, under this Agreement, including without limitation any environmental liability and claims of materialmens’ liens. Grantee

further agrees to obtain and maintain during the term of this Agreement, at its sole cost and expense, an insurance policy for comprehensive or general liability arising out of the ownership, use, occupancy or maintenance of the Drainfield Area and Association Parcel under this Agreement. Such insurance shall initially be for an amount not less than Two Million Dollars (\$2,000,000.00) for injury or death to one person in any one accident or occurrence and for Three Million Dollars (\$3,000,000.00) in the aggregate and shall be for an amount not less than Two Million Dollars (\$2,000,000.00) for property damage. The limits of such insurance will increase from time to time upon the recommendation of an independent third party insurance agent or broker. Such insurance will name as additional insureds the Grantor and such other persons or entities having an insurable interest in the Association Parcel as the Grantor may designate. Grantee shall provide Grantor upon Grantor's request with a copy of or certificate of each policy required to be obtained or maintained under this Agreement. Each party acknowledges that its obligations under this Section survive and continue in effect after the termination of this Agreement.

5. Miscellaneous Provisions.

a. Term. The term of this Agreement is perpetual. In the event that the term violates the rule against perpetuities or any other similar rule or law, then the term of this Agreement will be for later of the time permitted under law, twenty-one years after the last life in being, or, if longer, twenty-one years after the life in being of the youngest lineal descendant of the Queen of England living at the time of this Agreement.

b. Successors and Assigns. The terms, covenants and conditions contained in this Agreement are binding upon Grantor and its members and any other person having any interest in the Association Parcel and upon the Grantee and any other person having any interest in the Wilderness West Parcel, and any legal representatives, successors and assigns of any of the parties.

c. Covenant to Run with Land. Except as may be specifically limited in this Agreement, the easements granted herein are covenants which run with, burden, and benefit, as set forth above, the Association Parcel and the Wilderness West Parcel.

d. Incorporation. The above recitals and all exhibits to this Agreement are hereby incorporated by this reference. This Agreement, including all exhibits, is the entire agreement between the parties with respect to the subject matter. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

e. Recording. This Agreement may be recorded by any party without the prior written consent of the other.

f. No Waiver. The waiver by any party of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the

continuation of any matter previously waived. No waiver will be effective unless in writing and executed by the party against whom such waiver is sought.

g. Venue and Governing Law. The venue for any suit or action brought in connection with this Agreement shall be in Stevens County in the State of Washington. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

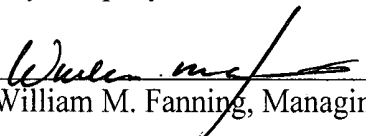
h. Time of the Essence. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

i. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a dedication of any portion of Wilderness West Parcel or Association Parcel to the general public or for the general public or for any public purposes whatsoever, it being the intention that this grant of easement is strictly limited to and for the purposes expressed in this Agreement.

This Agreement is entered into effective as of the Effective Date.

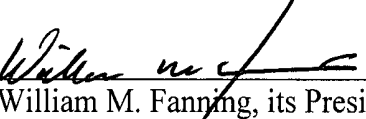
GRANTEE:

DEEP LAKE, LLC, a Washington limited liability company

By: 
William M. Fanning, Managing Member

GRANTOR:

DEEP LAKE CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation

By: 
William M. Fanning, its President

STATE OF Washington)
:SS.
County of Spokane)

On this 16th day of June, 2010, before me, Melinda Budweg, a Notary Public in and for the State of Washington, personally appeared WILLIAM M. FANNING, known or identified to me to be a the Managing Member of Deep Lake, LLC, the limited liability company that executed the within instrument and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

WITNESS my hand and official seal hereto affixed the day and year first above written.

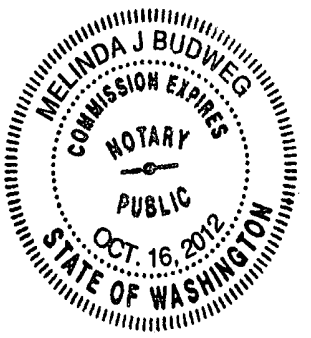


Melinda J Budweg
Notary Public for _____
Residing at Spokane, WA
Commission Expires 10/16/2012

STATE OF Washington)
:SS
County of Spokane)

On this 16th day of June, 2010, before me, Melinda Budweg, a Notary Public in and for the State of Washington personally appeared WILLIAM M. FANNING, known or identified to me to be a the President of Deep Lake Condominium Association, the corporation that executed the within instrument and the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Melinda J Budweg
Notary Public (Signature)
Melinda J Budweg
(Print Name)

My appointment expires: 10/16/2012

EXHIBIT "A"
DRAINFIELD EASEMENT

ENTIRE CONDOMINIUM TRACT
DECEMBER 24, 2009

A tract of land located in Government Lot 1 of Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

Beginning at a point on the Southerly boundary of a tract of land described in that deed dated August 31, 1948, recorded in book 136 of Deeds, page 263, said point bears N 88°29'06" W, along the North line of said Section 26, 1455.94 feet and S 1°30'54" W, perpendicular to said North line, 200.00 feet, all from the North quarter corner of said Section 26 (said point also being the Northwesterly corner of the "Wilderness West Homeowners Association" community drainfield); thence S 19°14'36" W, along the Westerly boundary of said community drainfield, 106.94 feet; thence S 0°07'29" W, along the Westerly boundary of said community drainfield, 11.60 feet; thence N 85°50'03" E, along the Westerly boundary of said community drainfield, 31.90 feet; thence S 2°13'31" E, along the Westerly boundary of said community drainfield, 32.39 feet; thence S 78°46'01" W, along the Westerly boundary of said community drainfield, 6.22 feet; thence S 11°13'59" E, along the Westerly boundary of said community drainfield, 64.00 feet; thence N 78°46'01" E, along the Westerly boundary of said community drainfield, 7.81 feet; thence S 11°13'59" E, along the Westerly boundary of said community drainfield, 73.71 feet to the Southwesterly corner of said "Wilderness West Homeowners Association" community drainfield; thence N 79°53'27" E, along the Southerly boundary of said community drainfield, 3.98 feet; thence S 4°08'40" E 72.91 feet; thence S 49°18'49" E 31.95 feet; thence N 86°29'13" E 102.57 feet to its intersection with the Westerly right of way line of "Deep Lake Boundary Road"; thence Southeasterly, along said Westerly right of way line, along the arc of a curve to the right 326.89 feet (radius= 1402.50 feet, delta= 13°21'16", chord= S 5°39'10" E, 326.15 feet) to its intersection with the Northerly right of way line of "Grizzly Way"; thence N 88°36'19" W, along said Northerly right of way line of "Grizzly Way", 6.76 feet; thence Northwesterly, along said Northerly right of way line of "Grizzly Way", along the arc of a curve to the right 25.67 feet (radius= 25.30 feet, delta= 58°07'53", chord= N 59°32'22" W, 24.58 feet); thence N 30°28'25" W, along the Easterly right of way line of "Grizzly Way" 182.74 feet; thence Northwesterly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the left 13.53 feet (radius= 124.70 feet, delta= 6°12'58", chord= N 33°34'54" W, 13.52 feet); thence N 36°41'23" W, along said Easterly right of way line of "Grizzly Way" 180.45 feet; thence Northwesterly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the right 36.69 feet (radius= 75.00 feet, delta= 28°01'35", chord= N 22°40'36" W, 36.32 feet); thence N 8°39'48" W, along said Easterly right of way line of "Grizzly Way" 162.99 feet;

thence Northerly, along said Easterly right of way line of "Grizzly Way", along the arc of a curve to the right 11.98 feet (radius= 75.00 feet, delta= 9°08'55", chord= N 4°05'20" W, 11.96 feet); thence N 0°29'07" E, along said Easterly right of way line of "Grizzly Way" 61.90 feet; thence N 88°09'54" E, along said Easterly right of way line of "Grizzly Way" 25.02 feet; thence N 0°29'07" E, along said Easterly right of way line of "Grizzly Way" 50.04 feet; thence S 88°09'54" W , along said Easterly right of way line of "Grizzly Way" 25.00 feet; thence N 2°02'22" W 46.09 feet to its intersection with the Southerly boundary of that tract of land described in that deed dated August 31, 1948, recorded in Book 136 of Deeds, Page 263; thence S 88°29'06" E, along said Southerly boundary, 81.92 feet to the point of beginning.

EXHIBIT "B"
DRAINFIELD EASEMENT

COE 054-2009 AND PARCEL NO. 5675101
DECEMBER 24, 2009

A tract of land located in Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

Said tract being all of that parcel of land designated as COE 054-2009 on record of survey Auditor's Instrument No. 2009-0009504 recorded October 26, 2009; and all that portion of Government Lot 1, of said Section 26, lying Easterly of Deep Lake Boundary Road, Except the Easterly 20 acres thereof, and Except the "Wilderness West Homeowners Association" Water System Property as shown on the plat of "Wilderness West (L.P. 1-98)" recorded in Book 6 of plats at Page 23 and 24.

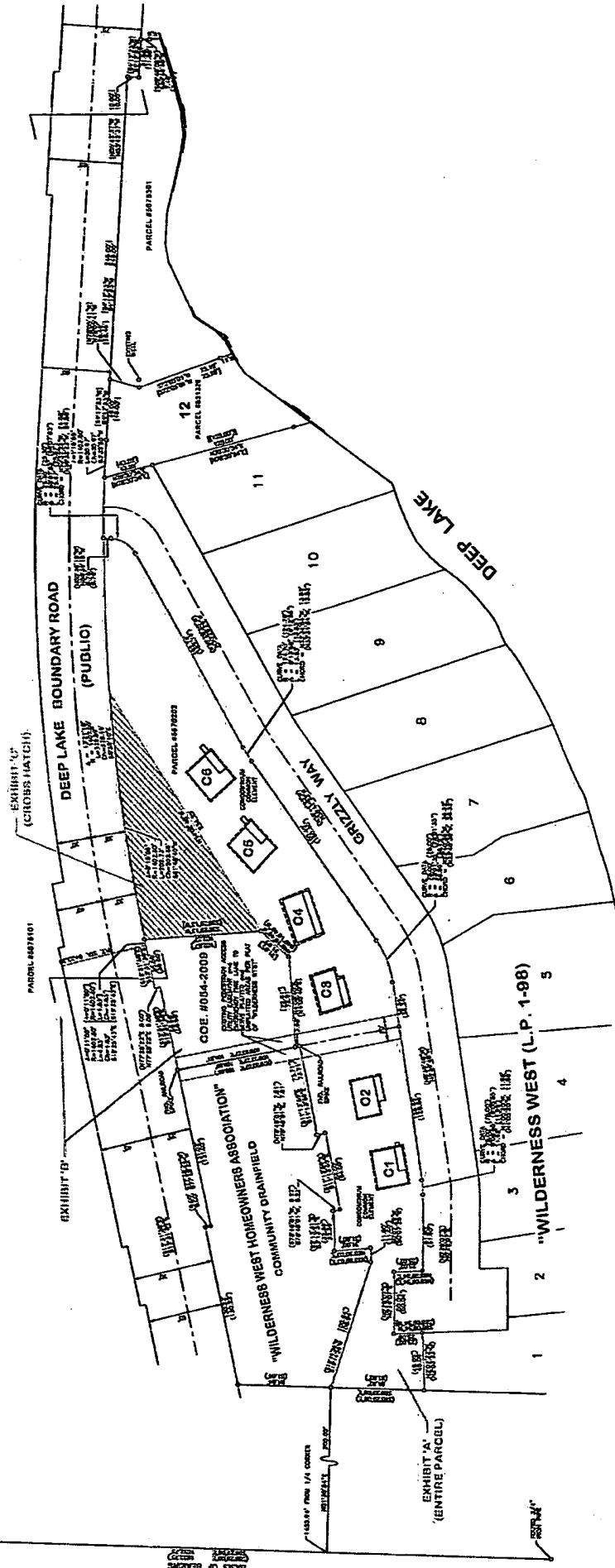
EXHIBIT "C"
DRAINFIELD EASEMENT

COE 054-2009(STORE) DRAINFIELD & SEPTIC TANK AREA
JANUARY 5, 2010

A tract of land located in Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

Beginning at the Southeasterly corner of that parcel of land designated as COE 054-2009 on record of survey Auditor's Instrument No. 2009-0009504 recorded October 26, 2009; thence Southerly, along the arc of a curve to the right, along the Westerly right of way line of Deep Lake Boundary Road, 202.73 feet (delta= 8°16'56", radius= 1402.50, chord= S 8°11'20" E 202.56 feet); thence N 34°02'48" W 234.39 feet to the Southwesterly corner of said parcel designated as COE 054-2009; thence N 86°29'13" E, along the Southerly line of said parcel designated as COE 054-2009, 102.57 feet to the point of beginning.

FIRST AMENDED SURVEY - DEEP LAKE CONDOMINIUM
SECTION 26, TOWNSHIP 39 NORTH, RANGE 41 EAST, W.M.
STEVENS COUNTY, WASHINGTON



- LEGEND**
- () - INFORMATION AS SHOWN ON WILDERNESS WEST (L.P. 1-98) IS UNRECORDED AND NOT LOCATED IN STEVENS COUNTY, WASHINGTON.
 - () - INFORMATION AS SHOWN ON BOUNDARY LINE ADJUSTMENT COE 851-2001.
 - () - INFORMATION SHOWN ON RECORDS OF SURVEY NOT RECORDED IN STEVENS COUNTY, WASHINGTON.

SURVEYOR'S NOTE

THIS SURVEY WAS PERFORMED UNDER A PROFESSIONAL SURVEYOR'S LICENSE AND IS SUBJECT TO THE PROFESSIONAL LIABILITY INSURANCE POLICY OF THE SURVEYOR. THE SURVEYOR HAS REVIEWED THE RECORDS OF SURVEY AND THE RECORDS OF SURVEY HAVE BEEN FOUND TO BE CORRECT AND ACCURATE. THE SURVEYOR HAS REVIEWED THE RECORDS OF SURVEY AND THE RECORDS OF SURVEY HAVE BEEN FOUND TO BE CORRECT AND ACCURATE.

BASIS OF BEARING

ALL BEARINGS WERE OBTAINED FROM THE NATIONAL BUREAU OF STANDARDS (NBS) MONUMENT LOCATED IN STEVENS COUNTY, WASHINGTON.



DRAINFIELD EASEMENT

SHEET NO. 10
 DEEP LAKE CONDOMINIUM
 JAMES A. SMITH AND ASSOCIATES, LLC
 CONSULTING ENGINEERS
 NEWPORT, WASHINGTON 99156
 DATE: 11/17/2011