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Harrang Long Gary Rudnick P.C.
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STEVENS COUNTY TITLE COMPANY

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- STEVENS COUNTY, WASHINGTON

TIM GRAY, AUDITOR

AALLEN

RECIPROCAL UTILITY EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS, AND RESTRICTIONS

This RECIPROCAL UTILITY EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS, AND RESTRICTIONS ("Agreement") is effectively dated the 18th day of June, 2010 ("Effective Date") by and between Deep Lake, LLC, a Washington limited liability company ("LLC") and Deep Lake Condominium Association, a Washington non-profit corporation, in and of itself and also on behalf of its members ("Association").

A. The members of the Association 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. LLC owns the real property located across Grizzly Way to the south of the Association Parcel, legally described in the attached Exhibit B ("Lot 12") with an abbreviated legal description of:

DEEP LAKE WILDERNESS WEST LOT 12.

Assessor's Tax Parcel ID Number: 621326

Real Estate Excise Tax	
AFF#	<u>Easement</u>
Date Pd	
Original	<input checked="" type="checkbox"/>
Ami Pd	<input checked="" type="checkbox"/>
Int	Pen
Stevens County Treasurer Deputy	
By <u>km</u>	Date <u>5/29/11</u>

C. LLC also owns the real property located to the east of the Association Parcel, legally described in the attached Exhibit C (“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

D. LLC has created a condominium for the Association Parcel pursuant to a Declaration of Covenants, Conditions, and Restrictions of the Deep Lake Condominium, which declaration is recorded in the real property records of Stevens County.

E. LLC and the Association desire to set forth the terms and conditions regarding a reciprocal easement bordering Deep Lake Boundary Road on Lot 12, for the benefit of the Association Parcel and the Wilderness West Parcel, and on the Association Parcel, for the benefit of Lot 12 and the Wilderness West Parcel, and to impose upon Lot 12, the Association Parcel, and the Wilderness West Parcel mutually-beneficial covenants, conditions, restrictions and easements for the benefit of the owners of all current or future interests in such property (each, an “Owner”).

NOW, THEREFORE, it is mutually agreed by and between the Association and LLC as set forth below and it is declared by the parties that:

1. **Utility Easement in Association Parcel.** Association hereby grants to the LLC and future Owners of Lot 12 and the Wilderness West Parcel a non-exclusive easement approximately twenty (20) feet wide under, through, and across the portions of the Association Parcel at the location legally described in Exhibit D to this Agreement (“Association Utility Area”) for the purpose of the LLC and future Owners of Lot 12 and the Wilderness West Parcel constructing, installing, using, maintaining, repairing, and replacing utility lines and pipes, including, without limitation, for electricity, water, sewer, television, telecommunications, and cable. Association also hereby grants to the LLC and future Owners of Lot 12 and the Wilderness West Parcel a non-exclusive easement to access the portions of the Association Parcel as are necessary for accessing the utility lines and pipes for the purposes set forth in this Agreement. The access to and construction in the Association Utility Area is subject to reasonable rules and regulations adopted by the Association, including without limitation rules and regulations limiting construction hours and the timing of construction, and shall not unreasonably interfere with the use and enjoyment of the Association Parcel.

2. **Utility Easement and Covenants in Lot 12.** LLC hereby grants to the Association and hereby declares for the Owners of the Wilderness West Parcel a non-exclusive easement approximately thirty (30) feet wide under, through, and across the portions of Lot 12 at the location legally described in Exhibit E to this Agreement (“Lot 12 Utility Area”) for the purpose of the Association and future Owners of the Wilderness West Parcel in constructing, installing, using, maintaining, repairing, and replacing utility lines and pipes, including, without limitation, for electricity, water, sewer, television, telecommunications, and cable. LLC also

hereby grants to the Association and hereby declares for the Owners of the Wilderness West Parcel a non-exclusive easement to access the portions of Lot 12 as are necessary for accessing the utility lines and pipes for the purposes set forth in this Agreement. The access to and construction in the Lot 12 Utility Area is subject to reasonable rules and regulations adopted by the Owner of Lot 12, including without limitation, rules and regulations limiting construction hours and the timing of construction, and shall not unreasonably interfere with the use and enjoyment of the Lot 12.

3. Maintenance, Repair, and Replacement. The party or parties benefiting from the applicable utilities shall undertake all maintenance, repair, and replacement of those utility lines and pipes. Any party installing or constructing utility lines and pipes 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. The party or parties undertaking such installation or construction 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 any real property subject to this Agreement. Within ten (10) days after the substantial completion of any installation or construction, the party or parties undertaking such installation or construction shall return the Association Utility Area and Lot 12 Utility Area, as applicable, and any other portions of the Association Parcel and Lot 12, 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 the party or parties undertaking such installation or construction.

(a) Failure to Maintain, Repair or Replace. In the event that a party fails to return the applicable property to the condition existing prior to any installation or construction, the underlying Owner of the property will have the right, but not the obligation, to send a notice to the constructing or installing party of such failure. If the failure is not cured within seven (7) days of when the notice is sent, the underlying Owner will have the right under this Agreement to cure the failure and collect from Association 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 by Association. Association agrees to indemnify, defend, and hold LLC and any other Owner of Lot 12 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) (collectively, "Claims") related to or arising from the use of the Lot 12 Utility Area and Lot 12 by Association or by Association's guests, invitees, licensees, agents, employees, members, officers, directors, or other affiliates, under this Agreement, including without limitation any environmental liability and claims of materialmen's liens. Association 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 Lot 12

Utility Area and Lot 12 under this Agreement. Such insurance shall initially be for an amount not less than One Million Dollars (\$1,000,000.00) for injury or death to one person in any one accident or occurrence and for Two Million Dollars (\$2,000,000.00) in the aggregate and shall be for an amount not less than One Million Dollars (\$1,000,000.00) 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 Owner of Lot 12 and such other persons or entities having an insurable interest in Lot 12 as the Owner of Lot 12 may designate. Association shall provide the Owner of Lot 12, upon such Owner'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. Liability and Indemnification by Owner of Wilderness West Parcel. The Owner of the Wilderness West Parcel hereby is covenanted and agrees to indemnify, defend, and hold the Owner of Lot 12 harmless from and against all Claims related to or arising from the use of the Lot 12 Utility Area and Lot 12 by the Owner of the Wilderness West Parcel or by such Owner'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. The Owner of the Wilderness West Parcel additionally hereby agrees to indemnify, defend, and hold Association and any other Owner of the Association Parcel harmless from and against all Claims related to or arising from the use of the Association Utility Area and the Association Parcel by the Owner of the Wilderness West Parcel or by such Owner'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. The Owner of the Wilderness West Parcel shall 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 Association Utility Area, Lot 12 Utility Area, Association Parcel, and Lot 12 under this Agreement. Such insurance shall initially be for an amount not less than One Million Dollars (\$1,000,000.00) for injury or death to one person in any one accident or occurrence and for Two Million Dollars (\$2,000,000.00) in the aggregate and shall be for an amount not less than One Million Dollars (\$1,000,000.00) 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 Owner of Lot 12, the Owner of the Association Parcel, and such other persons or entities having an insurable interest in the underlying real property as such Owner may designate. The Owner of the Wilderness West Parcel shall provide the respective Owners of Lot 12 and the Association Parcel, upon such respective Owner'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.

6. Liability and Indemnification by Owner of Lot 12. The Owner of Lot 12 hereby agrees to indemnify, defend, and hold Association and any other Owner of the Association Parcel harmless from and against all Claims related to or arising from the use of the

Association Utility Area and the Association Parcel by such Owner or by such Owner'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. The Owner of Lot 12 shall 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 Association Utility Area and Association Parcel under this Agreement. Such insurance shall initially be for an amount not less than One Million Dollars (\$1,000,000.00) for injury or death to one person in any one accident or occurrence and for Two Million Dollars (\$2,000,000.00) in the aggregate and shall be for an amount not less than One Million Dollars (\$1,000,000.00) 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 Association and such other persons or entities having an insurable interest in the underlying real property as the Association may designate. The Owner of Lot 12 shall provide the Owner of the Association Parcel, upon such Owner'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.

7. **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 LLC, Association and its members, and any other person or Owner having any interest in the Association Parcel, Wilderness West Parcel, and Lot 12, and any legal representatives, successors and assigns.

(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, Wilderness West Parcel, and Lot 12. Each such covenant, condition, restriction, and easement is made for the direct, mutual and reciprocal benefit of each parcel, creates mutual equitable servitudes upon each parcel, and will inure to the benefit of each Owner.

(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 the Association Parcel, Wilderness West Parcel, or Lot 12 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.

LLC:

DEEP LAKE, LLC, a Washington limited liability company

By: William M. Fanning
William M. Fanning, Managing Member

ASSOCIATION:

DEEP LAKE CONDOMINIUM ASSOCIATION, a Washington nonprofit corporation

By: William M. Fanning
William M. Fanning, its President

STATE OF Washington)
County of Spokane)

On this 16th day of May, 2010, before me, Melinda J 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.

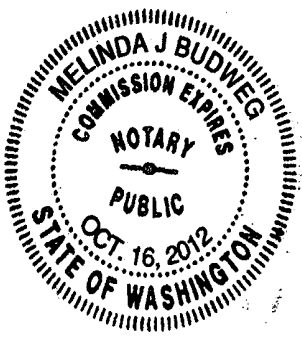


Melinda Budweg
Notary Public for _____
Residing at Spokane, WA
Commission Expires 10/16/12

STATE OF Washington)
County of Spokane)

On this 16th day of May, 2010, before me, Melinda J 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 Budweg
Notary Public (Signature)
Melinda J Budweg
(Print Name)

My appointment expires: 10/16/12

EXHIBIT "A"
UTILITY EASEMENT

ENTIRE CONDOMINIUM TRACT
DECEMBER 15, 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"
UTILITY EASEMENT

WILDERNESS WEST (LP 1-98) - REVISED LOT 12
DECEMBER 15, 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 revised Lot 12 of "Wilderness West (LP - 1- 98)" as recorded on record of survey Auditor's instrument no. 2008-0010175 under Stevens County application and approval COE 015-2008.

EXHIBIT "C"
UTILITY EASEMENT

COE 054-2009 AND PARCEL NO. 5675101
DECEMBER 22, 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 "D"
UTILITY EASEMENT

**UTILITY EASEMENT ALONG DEEP LAKE BOUNDARY ROAD
DECEMBER 22, 2009**

A tract of land for utility easement being 20 feet wide and 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 tract of land designated as COE 054-2009 shown on that record of survey Auditor's No. 2009-0009504 recorded October 26, 2009; thence Southerly, along the Westerly right of way line of "Deep Lake Boundary Road", along the arc of a curve to the right 326.90 feet (delta= 13°21'16", radius= 1402.50 feet, chord= S 5°39'10" E 326.16 feet) to its intersection with the Northerly right of way line of "Grizzly Way" (as shown on the plat of "Wilderness West (L.P. 1-98); thence N 88°36'19" W, along said Northerly right of way line of "Grizzly Way", 6.76 feet; thence Westerly, along said Northerly right of way line of "Grizzly Way", along the arc of a curve to the right 13.96 feet (delta= 31°37'26", radius= 25.30 feet, chord= N 72°47'36" W 13.79 feet) to a point which is 20 feet Westerly of the Westerly right of way line of said "Deep Lake Boundary Road; thence Northerly, 20 feet Westerly of and parallel with the Westerly right of way line of said "Deep Lake Boundary Road", along the arc of a curve to the left 321.45 feet (delta= 13°19'19", radius= 1382.50 feet, chord= N 5°47'51" W 320.73 feet) to its intersection with the Southerly line of said tract of land designated as COE 054-2009; thence N 86°29'13" E, along the Southerly line of said COE 054-2009, 20.24 feet to the point of beginning.

EXHIBIT "E"
UTILITY EASEMENT

LOT 12 UTILITY EASEMENT
DECEMBER 22, 2009

A tract of land for utility easement being 30 feet wide and located in Section 26, Township 39 North, Range 41 E., W.M., Stevens County, Washington, more particularly described as follows:

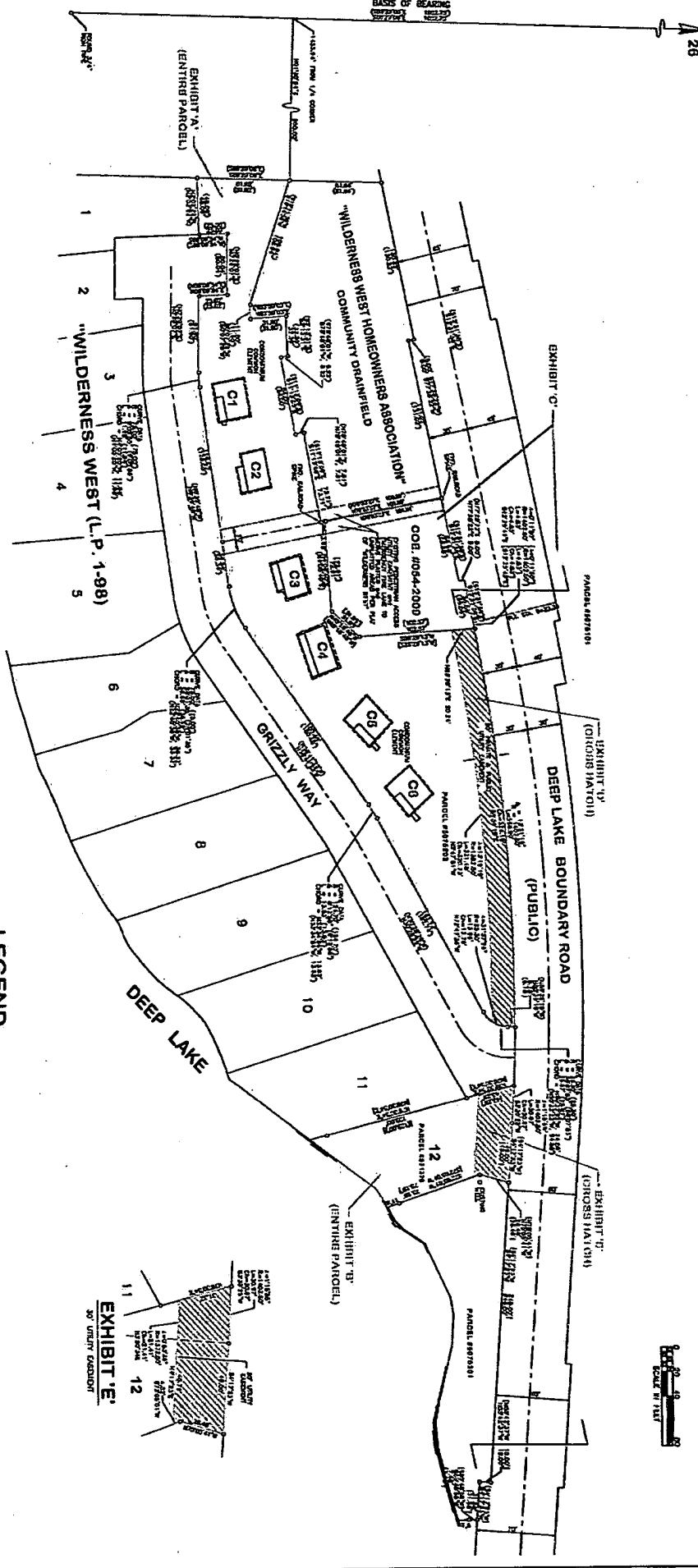
Said easement being the Easterly 30.00 feet of revised Lot 12 (COE 015-2008), of "Wilderness West (L.P. 1-98)", as shown on record of survey Auditor's Instrument No. 2008-0010175 recorded October 23, 2008.



TRUE NORTH
 SCALE: 1"=40'

FIRST AMENDED SURVEY - DEEP LAKE CONDOMINIUM

SECTION 26, TOWNSHIP 39 NORTH, RANGE 41 EAST, W.M. STEVENS COUNTY, WASHINGTON

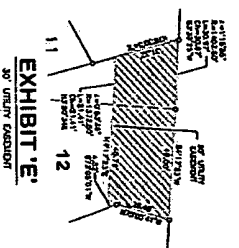


BASIS OF BEARING
 THE BEARINGS AND DISTANCES WERE OBTAINED FROM THE DEED RECORDS OF STEVENS COUNTY, WASHINGTON.

SURVEYOR'S NOTE
 THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE DEED RECORDS OF STEVENS COUNTY, WASHINGTON.

- LEGEND**
- () - BOUNDARY AS SHOWN ON WILDERNESS WEST (L.P. 1-98), A PLAT AND DEED RECORDS OF STEVENS COUNTY, WASHINGTON.
 - () - BOUNDARY AS SHOWN ON DEED RECORDS OF STEVENS COUNTY, WASHINGTON.
 - () - BOUNDARY AS SHOWN ON RECORDS OF SURVEY AND DEED RECORDS OF STEVENS COUNTY, WASHINGTON.

UTILITY EASEMENTS



DEED RIGHTS TO BE SHOWN BY THE DEED RECORDS OF STEVENS COUNTY, WASHINGTON.

James A. Smith and Associates, LLC
 SURVEYORS
 1000 1/2 AVENUE C
 STEVENS COUNTY, WASHINGTON 99158
 (509) 427-3528

DATE: 11/14/11
 SHEET: 14 OF 14
 PROJECT: DEEP LAKE CONDOMINIUM