

Return to:
Alan Lorenz
PO Box 2988
Chelan, WA 98816

PRIVATE ACCESS MAINTENANCE & UPGRADING AGREEMENT

Grantors (owners): Alan and Denise Lorenz

Grantees (owners): same as above

Legal Description (abbreviated): Lots 1 and 2, Lorenz Short Plat No. 2006-117, Chelan County, Washington located in Section 18, Township 27 North, Range 23 East W.M.

Additional legal description is on this page.

Assessor's Parcel Number(s): 272318607025

1. Ownership: The undersigned hereby acknowledge that they own the real property described as Lots 1 and 2, Lorenz Short Plat No. 2006-117, Chelan County, Washington located in Section 18, Township 27 North, Range 23 East W.M.
2. Payment of Maintenance and Improvement Expense: Lots 1 and 2, Lorenz Short Plat No. 2006-117, Chelan County, Washington located in Section 18, Township 27 North, Range 23 East W.M. are served by, and have the right to use, a private access easement as depicted on Lorenz Short Plat No. 2006-117. The cost of ordinary and necessary maintenance, including the expense of snow removal, and improvement of this easement shall be borne equally by the owners of these lots. Nothing herein shall preclude property owners from agreeing to waive maintenance expenses only for owners of lots not utilizing the private access easement until that property owner exercises use, regular or intermittent, of the private access easement.
3. Sale of a Whole Lot: In the event that any party to this Agreement sells or conveys by any means all of any lot described in Section 2 owned by him, such part's successor or

assignee as the case may be, shall assume all of such party's obligations and rights here under, including the obligation to pay the appropriate share of the maintenance and improvement expenses described in Section 2.

4. Sale of a Portion of a Lot: In the event that any property owner sells or conveys by any means only a portion of the real property owned by him, such property owner, his successors and assigns, and each other property owner shall pay an amount equal to the total cost of the maintenance or improvement expense multiplied by a fraction whose numerator is one and whose denominator is the total number of lots served by the private access easement.

5. Majority Vote Controls: The decision of the majority of property owners signing this Agreement or their assigns shall be final and conclusive as to what maintenance and improvement is necessary and what part of the private access easement shall be practical prior to expending any funds for maintenance or improvement, or incurring any indebtedness for maintenance or improvement. In deciding the maintenance or improvement to undertake, each person owning any portion of the real property described in Section 2 shall have one vote for each lot owned by such property owner regardless of the amount of acreage involved. In the case of multiple ownerships of any portion of the real property described in Section 2, there shall be only one vote for each portion.

6. Assessments: The amount of maintenance or improvement expense owed by each property owner shall be assessed against all of the real property owned by a property owner. Such assessment shall be paid within thirty (30) days after it is levied. Any assessment unpaid when due shall be delinquent and bear interest at the highest rate then permissible for non-usurious consumer transactions in the State of Washington.

7. Lien for Unpaid Assessments: The amount of any assessments plus interest due on any unpaid assessment, and any collection costs including reasonable attorney fees, whether or not suit is actually commenced, shall be a lien upon the property against which the assessment is levied and such lien shall upon the property against which the assessment is levied and such lien shall commence as of the date the assessment is levied. The majority of property owners may record a notice of a lien levied, pursuant to this Section. Suit to recover the amount of any unpaid assessments and interest thereon may be maintained without foreclosing or waiving this lien. In addition, such lien may be foreclosed in the same method as a mortgage.

8. Definition of "Property Owner: The phrase "property owner" means any person(s) who agrees in writing to be bound by the terms of this Agreement, such person(s), successors and assigns, and any person(s) acquiring any portion of the real property described in Section 2 from such signatory. In the event that any part of the real property described in Section 2 is sold pursuant to a real estate contract, only the contract vendee(s) and not the vendor(s) shall be considered the property owner of such portion sold.

9. Filing Lawsuit: If any signatory, his successor, or assigns fail to comply with the terms hereof or pay any amounts due hereunder, any property owner may file a lawsuit to compel such compliance or payment.

10. Agreement Runs With The Land: All parties signing this agreement acknowledge and declare that the conditions herein contained shall run with the land in perpetuity and shall apply to and be forever binding upon the undersigned, their heirs, executors, administrators, successors and assigns.

11. Douglas County Not a Party to Agreement: The undersigned acknowledge that Douglas County is not a party to this Agreement and therefore does not warrant this Agreement from any defect that may arise from its execution and application. It is further acknowledged that Douglas County will not enforce any provision of this Agreement and will not maintain or improve the private access easement. If a majority of property owners agrees to request any public agency to assume ownership and maintenance of the private access easement, the easement shall be improved to the applicable public road standard prior to dedication. The responsibility for this improvement shall be borne by the parties to this Agreement, their successors, or assigns, without expense to any public agency.

IN WITNESS WHEREOF, the undersigned owners of the above mentioned property have signed this Agreement this _____ day of _____ 2007.

Type or Print Name

Signature

Type or Print Name

Signature