



REVIEWED BY: Kmahonu
DEPUTY, KITTITAS COUNTY TREASURER
DATE: 02/22/2013
STANDS BEFORE ME, Sidney Martin
REPRESENTING AMT
STATING THAT NO CONSIDERATION
IS BEING PAID.

After recording return to:

James T. Denison, Jr.
P.O. Box 1088
Ellensburg, WA 98926

\$152.00
AMT-117514

DOCUMENT TITLE: NON EXCLUSIVE EASEMENT AND ROAD MAINTENANCE AGREEMENT
GRANTOR: ANN J. BEAUDOIN and PAUL H. BEAUDOIN, a married couple
GRANTEE: MARY L. MORGAN, a single person
LEGAL DESCRIPTION: Tract A, Book 32 of Surveys, Page 16, ptm of SW ¼ of Sec. 35, T 18 N, R 17 E, W.M.
ASSESSOR'S TAX PARCEL NOS.. Ptn. 950230

NONEXCLUSIVE EASEMENT AND ROAD MAINTENANCE AGREEMENT

This Nonexclusive Easement and Road Maintenance Agreement is made and entered into as of the 12 day of February 2013, by and ANN J. BEAUDOIN and PAUL H. BEAUDOIN, a married couple (hereinafter "Grantor") and MARY L. MORGAN, a single person (hereinafter "Grantee").

WHEREAS, Grantor is the owner of that certain real property located in Kittitas County, Washington, and legally described as follows (hereinafter "Grantor Property"):

Parcel 3 as described and/or delineated on that certain Boundary Line Adjustment Survey recorded in Book 32 of Surveys, page 16, under Auditor's File No. 200511290021, in the County of Kittitas, State of Washington; being a portion of Lots 5F and 5G of that certain Survey recorded October 8, 1999, in Book 24 of Surveys, page 155, under Auditor's File No. 199910080039, in the County of Kittitas, State of Washington; being a portion of the SW ¼ of Section 35, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

ASSESSOR'S TAX PARCEL NO.: 950230

WHEREAS, Grantee is the owner of that certain real property located in Kittitas County, Washington, and legally described as follows (hereinafter "Grantee Property"):

Lot A of the D. HUDSON LARGE LOT SUBDIVISION, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 10 of Plats, pages 166 and 167, records of said County.

ASSESSOR'S TAX PARCEL NO.: 951679

WHEREAS, the parties hereto desire to create a non-exclusive easement as set forth herein and to establish the property benefited by the easement, burdened by the easement, and establish terms and conditions for the use and maintenance of the easement.

NOW, THEREFORE, in consideration of the benefits contained and derived hereunder, Grantor and Grantee for and on behalf of themselves and their respective successors in interest and assigns, do hereby grant, declare, convey and establish the following Non-Exclusive Easement and the parties do hereby agree as follows:

1. **Easement:** An easement for ingress, egress and utilities is hereby established and described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Easement"). Said Easement shall benefit the Grantee Property.

2. **Maintenance and Repair.** The owner of the Grantee Property shall be solely responsible for the dust control, maintenance and repair of the Easement. "Maintenance" shall include, but not be limited to, application of additional gravel, ditching and grading as reasonably necessary to maintain a reasonably smooth gravel surface roadway as the same now exists.

3. **Enforcement.** If a party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in any proceedings in bankruptcy, receivership, or any other proceeding instituted by a party hereto or by others), or otherwise refers this document to an attorney for the enforcement of any of the terms and conditions of this Agreement, the prevailing party in such action shall, in addition to all other payments required, receive from the other all the costs incurred by the prevailing party, including reasonable attorney fees and such costs and reasonable attorney fees which the prevailing party may incur on any appeal. Venue for any such action shall be laid in Kittitas County, Washington.

4. **Hold Harmless and Indemnification.** The Grantee shall defend, indemnify and hold Grantor harmless from any and all claims and causes of action which may accrue to or be suffered by reason of, arising out of, or resulting from the use by Grantee of the Easement or the use by Grantee's successors, assigns, employees, agents, lessees, licensees, invitees and guests, unless the claim or cause of action is caused by or results from the sole negligence of Grantor or its agents, tenants, invitees or employees. In the event of concurrent negligence of Grantor and Grantee or their agents, tenants, invitees or employees, each such party shall be responsible only to the extent of its own negligence and that of its agents, tenants, invitees and employees.

5. **Eminent Domain.** If the Easement or any part thereof is taken by any governmental agency in the exercise of its power of eminent domain, the award granted under such proceedings, or any settlement in lieu thereof, for the taking of such property shall be payable to the fee owner of the Grantor Property. If all or any part of the Easement is taken, this Agreement shall terminate with respect to the portion so taken and the obligations hereunder of the then owners of the Easement shall automatically cease and terminate.

when possession is transferred to the condemning agency with respect to any portion of the Easement area so condemned; provided, however, that nothing herein prevents the owner(s) of the property benefited by the Easement from seeking compensation from the condemning agency, only, for loss of the Easement.

6. **Binding Effect.** This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs and assigns. Without otherwise limiting the foregoing, it is understood and agreed that upon the sale of the Grantor or Grantee Property, all responsibilities of the parties hereunder with regard to said property shall be assumed by the new owner of said property and the prior owner shall be wholly free from all duties and liability to said property.

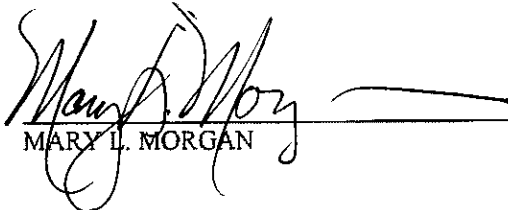
7. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified or terminated only by an instrument in writing and duly executed by the parties.

8. **Independent Advice.** Each party acknowledges that they have been informed of the advisability and opportunity of consulting with independent legal/real estate counsel. The parties hereto are referencing the legal descriptions above for identification purposes only, and no party is waiving any rights or claims against any other party or third party with respect to adverse possession, historic or existing fence lines, or any other property rights related to ownership of the above described properties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


ANN J. BEAUDOIN


PAUL H. BEAUDOIN


MARY L. MORGAN

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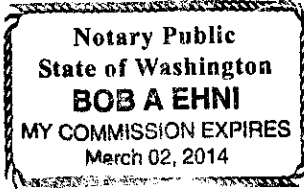
Ann J Beaudoin

Paul H. Beaudoin

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that ANN J. BEAUDOIN and PAUL H. BEAUDOIN are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 14th day of February 2013.

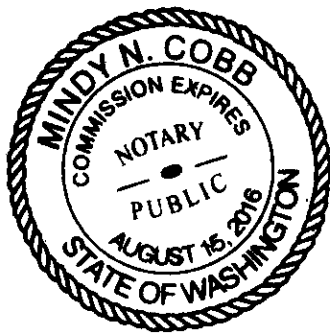


Bob A Ehni
Print Name: Bob A Ehni
Notary Public in and for the State of Washington
My commission expires: 3-2-14

STATE OF WASHINGTON)
County of Kittitas) ss.

I certify that I know or have satisfactory evidence that MARY L. MORGAN is the individual who appeared before me, and said individual acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 20 day of February 2013.



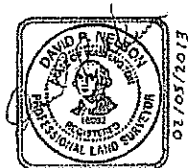
Mindy N. Cobb
Print Name: Mindy N. Cobb
Notary Public in and for the State of Washington
My commission expires: 8/15/16

EXHIBIT A



ACCESS & UTILITY EASEMENT FOR BENEFIT OF LOT A OF THE D. HUDSON LARGE LOT SUBDIVISION

AN ACCESS & UTILITY EASEMENT 20.00 FEET IN WIDTH AS ILLUSTRATED AS EASEMENT T ON THAT CERTAIN SURVEY RECORDED NOVEMBER 29, 2005 IN BOOK 32 OF SURVEYS AT PAGE 16 & 17 UNDER AUDITOR'S FILE NUMBER 200511290021. SAID EASEMENT IS ALSO ILLUSTRATED AS EASEMENT T ON THE D. HUDSON LARGE LOT SUBDIVISION RECORDED SEPTEMBER 26, 2006 IN BOOK 10 OF PLATS AT PAGE 166 & 167 UNDER AUDITOR'S FILE NUMBER 20069260072. ALL SITUATED IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON.



Western Washington Division
165 NE Juniper St., Ste 201, Issaquah, WA 98027
Phone: (425) 392-0250 Fax: (425) 391-3055

Eastern Washington Division
108 East 2nd Street, Cle Elum, WA 98922
Phone: (509) 674-7433 Fax: (509) 674-7419

www.EncompassES.net



**ACCESS & UTILITY EASEMENT FOR BENEFIT OF LOT A OF THE D. HUDSON LARGE LOT
SUBDIVISION**

AN ACCESS & UTILITY EASEMENT 20.00 FEET IN WIDTH AS ILLUSTRATED AS EASEMENT T ON THAT CERTAIN SURVEY RECORDED NOVEMBER 29, 2005 IN BOOK 32 OF SURVEYS AT PAGE 16 & 17 UNDER AUDITOR'S FILE NUMBER 200511290021. SAID EASEMENT IS ALSO ILLUSTRATED AS EASEMENT T ON THE D. HUDSON LARGE LOT SUBDIVISION RECORDED SEPTEMBER 26, 2006 IN BOOK 10 OF PLATS AT PAGE 166 & 167 UNDER AUDITOR'S FILE NUMBER 20069260072. ALL SITUATED IN SECTION 35, TOWNSHIP 18 NORTH, RANGE 17 EAST, W.M., KITTITAS COUNTY, WASHINGTON.

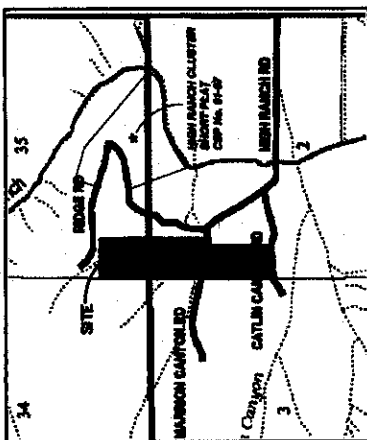


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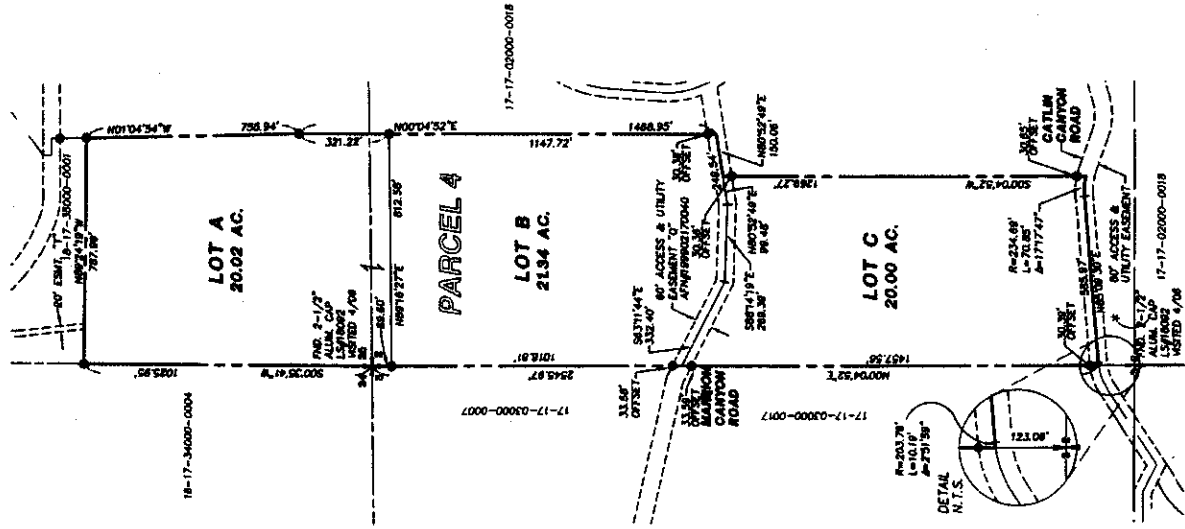
Eastern Washington Division
108 East 2nd Street, Cle Elum, WA 98922
Phone: (509) 674-7433 Fax: (509) 674-7419

RECEIVING NUMBER 100809140072

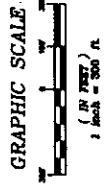
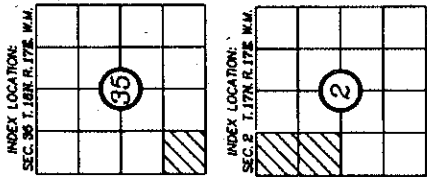
D. HUDSON LARGE LOT SUBDIVISION
 KITTITAS COUNTY LARGE LOT SUBDIVISION NO. 06-03
 PTN SEC. 2, T.17N., R.17E. AND PTN SEC. 35, T.18N., R.17E., W.M.
 KITTITAS COUNTY, WASHINGTON
 ORIGINAL TAX PARCEL NO. 17-17-02000-0002



VICINITY MAP
N.T.S.



- LEGEND**
- + SECTION CORNER COMMON TO FOUR SECTIONS.
 - | QUARTER CORNER COMMON TO TWO SECTIONS
 - o FND REBAR
 - SET 1/2" REBAR



APPROVALS

KITTITAS COUNTY PUBLIC WORKS

EXAMINED AND APPROVED THIS 21st Day of September, 2012

[Signature]
 Robert Selinger
 Kittitas County Engineer

COUNTY PLANNING DIRECTOR

I hereby certify that the "HUDSON" Large Lot Subdivision has been authorized by me and that it conforms to the comprehensive plan of the Kittitas County Planning Commission.

Dated this 21st day of September, A.D. 2012

[Signature]
 Kittitas County Planning Director

KITTITAS COUNTY HEALTH DEPARTMENT

Preliminary inspection indicated soil conditions may allow use of septic tanks as a temporary means of sewage disposal for lots, but not Subdivisions. Prospective purchasers of lots are urged to make inquiries of the County Health Department about installation of septic tank permits for lots.

Dated this 22nd day of September, A.D. 2012

[Signature]
 Kittitas County Health Officer

CERTIFICATE OF COUNTY TREASURER

I hereby certify that the taxes and assessments are paid for the preceding year and that the same are in full for the year 2012.

Dated this 26th day of September, A.D. 2012

[Signature]
 Kittitas County Treasurer

ORIGINAL TAX LOT NO. 17-17-02000-0002

RECORDER'S CERTIFICATE 100809140072

Filed for record this 21st day of Sept. 2012 at 11:12 AM in book 100809140072 at the request of DAVID P. NELSON, Surveyor's Name

DAVID P. NELSON
 Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act of the request of JAN ELLIOTT, S. MOX, 2008.

DAVID P. NELSON
 Surveyor

Certificate No. 18092

Kittitas County Large Lot Subdivision NO. 06-03
 PTN SEC. 2, T.17N., R.17E. & PTN SEC. 35, T.18N., R.17E., W.M.
 Kittitas County, Washington

DWN BY G. WEISER	DATE 08/08	JOB NO. 08779
CHKD BY D. NELSON	SCALE 1"=300'	SHEET 1 OF 2

106 EAST 2ND STREET
 CLE ELIJAH, WA 98922
 PHONE: (509) 874-7435
 FAX: (509) 874-7419

Encompass
 ENGINEERING & SURVEYING



10/10/1

RECEIVING NUMBER 20010092600072

D. HUDSON LARGE LOT SUBDIVISION
KITITIAS COUNTY LARGE LOT SUBDIVISION NO. 06-03
PTN SEC. 2, T.17N, R.7E & PTN SEC. 35, T.18N, R.7E., W.M.
KITITIAS COUNTY, WASHINGTON
ORIGINAL TAX PARCEL NO. 17-17-02000-0002

OWNER:
DAVID G. HUDSON
DAVID G. HUDSON
PO BOX 223
EVERETT WA 98020

WATER SOURCE: INDIVIDUAL WELLS
SEWER SOURCE: SEPTIC & DRAINFIELD
DRAINAGE IMPROVEMENTS: NONE PLANNED

EXISTING PARCEL NUMBER: 17-17-02000-0002
ORIGINAL PARCEL AREA: 81.37 ACRES
ZONE: FOREST & RANGELAND

EXISTING LEGAL DESCRIPTION:

PARCEL 4 OF THAT CERTAIN SURVEY AS RECORDED NOVEMBER 29, 2005 IN BOOK 32 OF SURVEYS, KITITIAS COUNTY, WASHINGTON, BEING A PORTION OF SECTION 35, TOWNSHIP 17 NORTH, RANGE 7 EAST, W.M., IN THE COUNTY OF KITITIAS, STATE OF WASHINGTON.

NOTES:

1. THIS SURVEY WAS PERFORMED USING A NIKON DTM-300 THE SECOND TOTAL STATION WITH DISTANCE MEASUREMENTS EXCEEDING THE ANTIPODE ACCURACY STANDARDS AS SET FORTH BY WAC 358-10-010.
2. A PUBLIC UTILITY EASEMENT 10 FEET IN WIDTH IS RESERVED ALONG ALL LOT LINES. THE 10 FOOT EASEMENT SHALL BE SHOWN BY A CENTER POINT BOUNDARY AND SHALL BE DIVIDED 5 FEET ON EACH SIDE OF INTERIOR LOT LINES.
3. PER RCW 17.01.140 LANDOWNERS ARE RESPONSIBLE FOR CONTROLLING AND PREVENTING POLLUTION AND PROTECTING WATER QUALITY. THE KITITIAS COUNTY WATERSHED BOARD RECOMMENDS BARRIERS AND BUFFERING OF AREAS DETERMINED BY DEVELOPMENT TO PRECLUDE THE PROLIFERATION OF NOXIOUS WEEDS.
4. ANY FURTHER SUBDIVISION OR LOTS TO BE SERVED BY PROPOSED ACCESS MAY RESULT IN FURTHER ACCESS REQUIREMENTS. SEE SECTION 12.05 OF THE KITITIAS COUNTY ROAD STANDARDS.
5. ACCORDING TO RCW 12.11.010 MAILBOX(S) SHALL BE "NEAR-BY" DESIGN AND BE APPROVED BY THE U.S. POSTAL SERVICE. SEE WSDOT STANDARD DRAWINGS H-12 SHEET 1-3.
6. ALL APPROVED ACCESS POINTS WILL BE REMOVED FROM THE DEPARTMENT OF PUBLIC WORKS' RECORDS TO CHALLENGE ANY NEW DRIVEWAY ACCESS OR PERFORMING WORK WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
7. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD OR OTHERWISE.
8. MAINTENANCE OF THE ACCESS IS THE RESPONSIBILITY OF THOSE WHO BENEFIT FROM ITS USE.
9. PERMISSIBLE TO BUY 90.44 GALLONS OF THE CUMULATIVE EFFECT OF WATER WITHDRAWALS FOR THIS DEVELOPMENT SHALL NOT EXCEED 5,000 GALLONS PER DAY.
10. PRIVATE DRIVEWAY SHALL COMPLY WITH ALL LOCAL ORDINANCES AND SHALL BE INSPECTED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF WASHINGTON SPECIFYING THAT THE ROAD MEETS CURRENT KITITIAS COUNTY ROAD STANDARDS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THIS LARGE LOT SUBDIVISION.
11. KITITIAS COUNTY WILL NOT ACCEPT PRIVATE ROADS FOR MAINTENANCE AS PUBLIC STREETS OR ROADS UNLESS SUCH STREETS OR ROADS ARE BROUGHT INTO CONFORMANCE WITH CURRENT COUNTY ROAD STANDARDS. THIS REQUIREMENT WILL INCLUDE THE HARD SURFACE PAVING OF ANY STREET OR ROAD SURFACED ORIGINALLY WITH GRAVEL.
12. KITITIAS COUNTY RULES ON ITS RECORD THAT A SUPPLY OF POTABLE WATER EXISTS. THE APPROVAL OF THIS DIVISION OF LAND INCLUDES NO GUARANTEE OR ASSURANCE THAT THERE IS A LEGAL RIGHT TO WITHDRAW GROUNDWATER WITHIN THE LAND DIVISION.
13. THE PURPOSE OF THIS DOCUMENT IS TO SHORTEN PLAT PARCEL 4 OF THAT CERTAIN SURVEY RECORDED NOVEMBER 29, 2005 IN BOOK 32 OF SURVEYS, PAGES 16 THROUGH 18, UNDER AUDITOR'S FILE NUMBER 20051200021.
14. FOR SURVEY INFORMATION AND BASIS OF RECOVERING SEE BOOK 32 OF SURVEYS, PAGES 16 THROUGH 18. AUDITOR'S FILE NUMBER 20051200021 AND THE SURVEY'S RETURNED HEREBY.
15. THE SUBJECT PROPERTY IS WITHIN OR NEAR LAND USED FOR AGRICULTURE ON WHICH A VARIETY OF COMMERCIAL ACTIVITIES MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR PERIODS OF HAVING EXISTING (RCW 35.10A.001) OR NEW FEDERAL LAWS ARE NOT SUBJECT TO LEGAL ACTION AS PUBLIC USES. (RCW 74A.300)

NOTE:
THE EXISTING UTILITIES AS SHOWN ARE ONLY APPROXIMATE, AND ARE NOT TO BE CONSIDERED AS A CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE, TYPE, LOCATION, AND DEPTH OF UTILITIES PRIOR TO STARTING CONSTRUCTION AND IMPROVING THE DESIGN ENGINEER OF ANY DISCREPANCIES.
Call Before You Dig
1-800-583-4344



ADJACENT OWNERS:

- 17-17-02000-0018
DAVID J. STURTEVANT
EVERETT WA 98020
- 16-17-02000-0004
36131 2ND WASH (DNR)
PO BOX 47016
1111 WASHINGTON ST SE
OLYMPIA WA 98504-7016
- 17-17-02000-0007
DAVID J. STURTEVANT
440 MARION CANYON ROAD
ELLensburg WA 98926
- 17-17-02000-0017
CHASLEY J. LATHROP
ELLensburg WA 98926
- 16-17-02000-0001
4401 J. BEARDSON DRIVE
5796 1ST AVE SE
BELLEVUE WA 98005

RECORDER'S CERTIFICATE

Filed for record this 21st day of Sept. 2006 at 11:12 AM in book 32 of plat at page 16 at the request of DAVID P. NELSON Surveyor's Name
DAVID P. NELSON
County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of JAY ELLIOTT
in, ADV. 2006.
DAVID P. NELSON
Certificate No. 18092

Kititias County Large Lot Subdivision NO. 06-03
PTN SEC. 2, T.17N, R.7E & PTN SEC. 35, T.18N, R.7E., W.M.
KITITIAS COUNTY, Washington

DRAWN BY	G. WEISBER	DATE	09/06	JOB NO.	06779
CHKD BY	D. NELSON	SCALE	T=800'	SHEET	2 OF 2



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, OWNERS(S) IN THE SAMPLE OF THE DESCRIBED REAL PROPERTY, DO HEREBY DECLARE THIS PLAT AND DESCRIPTION AND IN LIEU OF FUTURE PLATS IN THE D. HUDSON LARGE LOT SUBDIVISION COMMON OWNERSHIP OF ALL ROADS SHOWN AS PRIVATE ROADS.

IN WITNESS WHEREOF I HAVE SET OUR HANDS THIS 14th DAY OF September A.D., 2006.
DAVID G. HUDSON
DONNA L. HUDSON

ACKNOWLEDGEMENT
STATE OF WASHINGTON
COUNTY OF Kittitas

On this day personally appeared before me DAVID HUDSON & DONNA HUDSON

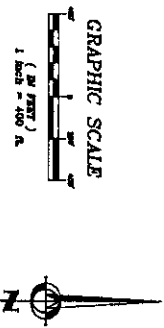
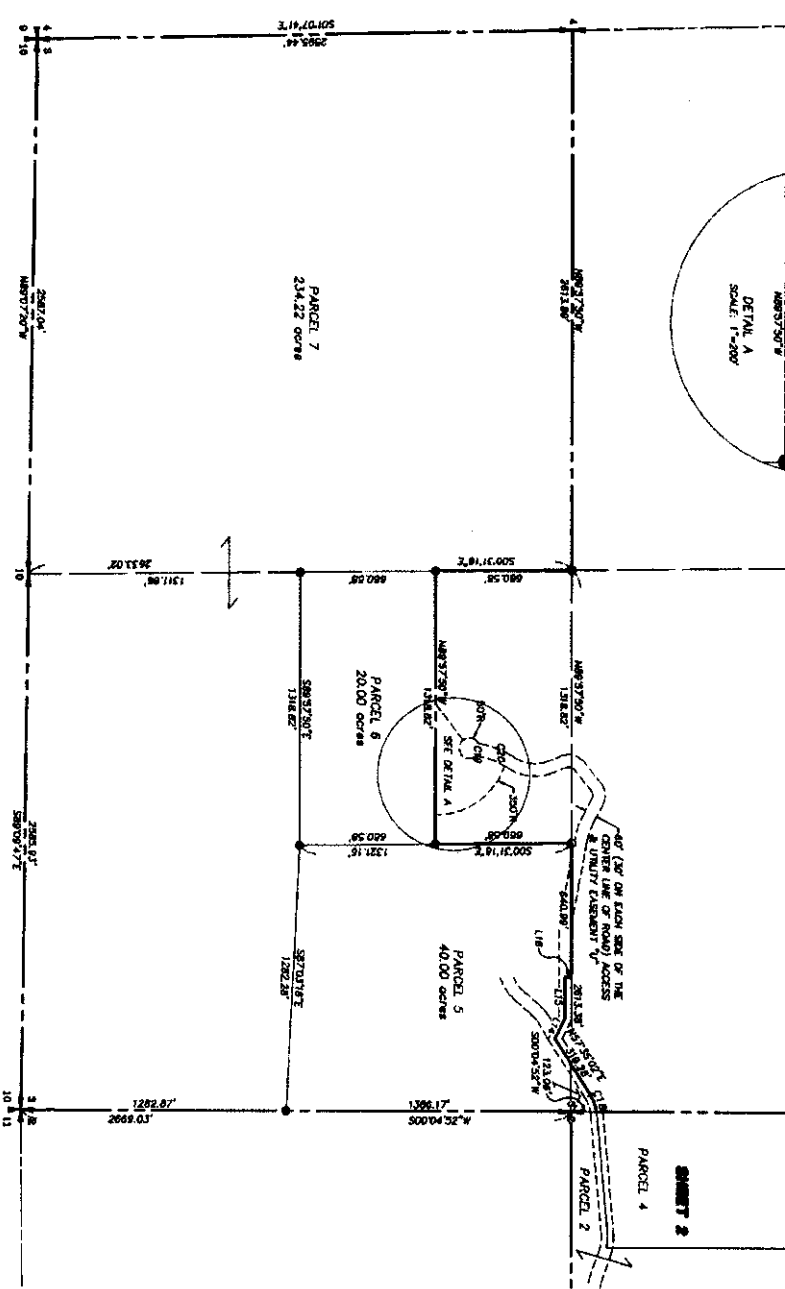
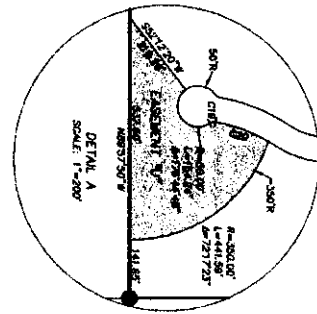
I, the undersigned, being a duly qualified and authorized public notary, do hereby certify that the foregoing instrument, and substantially the contents thereof, were read to and by the parties thereto, and that they executed the same free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICE AND THIS 14th day of Sept. 2006.

David Hudson
Notary Public
by appointment expires 12/31/2007

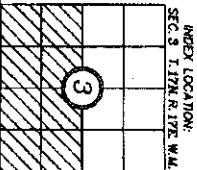


BOUNDARY LINE ADJUSTMENT
A PORTION OF THE SOUTH 1/2 OF SEC. 5, T. 17 N., R. 17 E., W. 11,
KITTITAS COUNTY, WASHINGTON



LINE	BEARING	LENGTH
1-2	S 89° 57' 20" W	1314.02'
2-3	N 89° 57' 20" W	1314.02'
3-4	S 89° 57' 20" W	1314.02'
4-5	N 89° 57' 20" W	1314.02'

- LEGEND**
- ✚ SECTION CORNER COMMON TO FOUR SECTIONS
 - ┆ QUARTER CORNER COMMON TO TWO SECTIONS
 - PVD REBAR
 - SET 1/2" REBAR
 - SECTION LINE



RECORDER'S CERTIFICATE: 2013/02/22

Filed for record this 22nd day of February, 2013, at 10:00 AM, in book 2013-02-22, at page 9 of 9, at the request of DAVID P. NELSON, Surveyor at Large.

GRADY V. PETTI, Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformity with the requirements of the Survey Recording Act of the request of DAVID P. NELSON, dated SEPTEMBER 20, 2012.

DAVID P. NELSON, Surveyor at Large, Certificate No. 18092



106 EAST 2ND STREET
 OLE ELIWA WA 99022
 PHONE: (509) 674-7425
 FAX: (509) 674-7418

BOUNDARY LINE ADJUSTMENT

BLK 01, T17N R 17E W 11, SECTION 5, A PORTION OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 17 NORTH RANGE 17 EAST W 11, KITTITAS COUNTY

DATE: 11/1/2005
 JOB NO.: 03581
 SHEET: 3 OF 3

RECORDING NO. 2013/02/22