CHICAGO TITLE INSURANCE COMPANY HAS PLACED THIS DOCUMENT OF RECORD AS A CUSTOMER COURTESY AND ACCEPTS NO LIABILITY FOR THE ACCURACY OR VALIDITY OF THE DOCUMENT.

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1203 114th Avenue S. E.

Bellevue, WA 98004

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One Club House Lane South Association

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BOB TERWILLIGER AUDITOR SNOHOMISH COUNTY, WASH

OCT 1 7 1995 KIRKE SIEYERS, Saahomish County Treasurer

By KIRKE SIEVERS

Easement and Joint Maintenance Agreement

Main Entry One Club House Lane Mukilteo, WA

Lozier Homes Corporation, a Washington corporation, is the grantee of a Landscape & Sign Easement ("LHC Easement") granted by Harbour Point Golf Associates, a Limited Partnership, on June 1, 1993 and recorded under auditor's file number 9307060006 a copy of which is attached as Exhibit A. The LHC Easement is for landscaping and construction, operation and maintenance of utilities and entry signs on the property described in the LHC Easement.

John F. Buchan Construction, Inc., a Washington corporation, and William E. Buchan, Inc., a Washington corporation, are the grantees of a Landscape & Sign Easement ("B & J Easement") granted by Harbour Point Golf Associates, a Limited Partnership, on June 1, 1993 and recorded under auditor's file number 9307060005 a copy of which is attached as Exhibit B. The B & J Easement is for landscaping and construction, operation and maintenance of utilities and entry signs on the property described in the B & J Easement.

John F. Buchan Construction, Inc., a Washington corporation, William E. Buchan, Inc., a Washington corporation, and Lozier Homes Corporation, a Washington corporation, entered into a Landscape Maintenance Agreement ("GNW Agreement") with Golf Northwest, Inc. on May 6, 1993 a copy of which is attached as Exhibit C. The GNW Agreement relates to irrigation, landscaping, fencing, maintenance and operation of improvements installed in certain areas of the golf course property as described in the GNW Agreement.

In addition, John F. Buchan Construction, Inc., William E. Buchan, Inc., and Lozier Homes Corporation have installed landscaping in the area described in Exhibit D.

John F. Buchan Construction, Inc., William E. Buchan, Inc., and Lozier Homes Corporation (collectively the "Developers") have installed the entry signs and landscaping as shown on Exhibit E and provided for in the aforementioned easements and agreement.

Two homeowners' associations have been created for the One Club House Lane community. One Club House Lane South Association, a Washington non profit corporation, serves the developed lots in Sector 17 of Harbour Pointe and Sector 12 Homeowners' Association, a Washington non profit corporation, serves the developed lots in Sector 12 of Harbour Pointe (collectively the "Associations"). The Associations are operating entities which collect homeowner's dues to fund maintenance of the common areas in their community.

The Developers desire to assign the LHC Easement (as it may relate to landscaping and entry signage), the B & J Easement (as it may relate to landscaping and entry signage), and the GNW Agreement to the Associations. The Developers desire to retain the easement rights as they relate to construction, operation and maintenance of utilities under the casements. In addition, the parties desire to modify the GNW Agreement.

NOW THEREFORE: **Assignment of Easements and Agreements**

1. Lozier Homes Corporation, a Washington corporation, as the grantee of a Landscape & Sign Easement ("LHC Easement") granted by Harbour Point Golf Associates, a Limited Partnership, on June 1, 1993 and recorded under auditor's file number 9307060006 hereby assigns its rights and obligations as they relate to landscaping and entry signage, including the maintenance thereof to One Club House Lane South Association, a Washington non profit corporation, and Sector 12 Homeowners' Association, a Washington non profit corporation.

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- 2. John F. Buchan Construction, Inc., a Washington corporation, and William E. Buchan, Inc., a Washington corporation, as the grantees of a Landscape & Sign Easement ("B & J Easement") granted by Harbour Point Golf Associates, a Limited Partnership, on June 1, 1993 and recorded under auditor's file number 9307060005 hereby assigns its rights and obligations as they relate to landscaping and entry signage, including the maintenance thereof to One Club House Lane South Association, a Washington non profit corporation, and Sector 12 Homeowners' Association, a Washington non profit corporation.
- 3. John F. Buchan Construction, Inc., a Washington corporation, William E. Buchan, Inc., a Washington corporation, and Lozier Homes Corporation, a Washington corporation, as parties to a Landscape Maintenance Agreement ("GNW Agreement") with Golf Northwest, Inc. dated May 6, 1993 hereby assign their rights and obligations under the Agreement to One Club House Lane South Association, a Washington non profit corporation, and Sector 12 Homeowners' Association, a Washington non profit corporation.

Declaration of Easement

1. See Exhibit D for easement declared as of the date of this document.

Modification of GNW Agreement

- 1. The GNW Agreement is hereby modified as follows:
 - a. IRRIGATION section 3 is deleted.
 - b. LANDSCAPE MAINTENANCE section is deleted.

Joint Maintenance Agreement

- One Club House Lane South Association, a Washington non profit corporation, and Sector 12
 Homeowners' Association, a Washington non profit corporation hereby accept the above casements and agreement.
- The Associations agree to share in the costs to maintain the landscaping areas and the entry monumentation. Such costs shall be split 50%/50% between the Associations.
- 3. The Associations agree to alternate management of any routine and on going maintenance of the easement areas. The Sector 12 Homeowners' Association, shall be the "Manager" for 1995 and 1996, the One Club House Lane South Association shall be the "Manager" for 1997 and 1998. Management shall thereafter alternate every two years. This schedule may be modified at any time with the mutual agreement of the Associations.
- Management shall follow the guidelines below unless modified by mutual agreement of the Associations.
 - a. The maintenance shall be submitted for bid in September of each year for the next calendar year. Each Association may designate two parties to be invited to bid.
 - b. The bids are to be reviewed in October of each year in a joint meeting of the Board of Directors of each Association.
 - c. If the two Boards cannot mutually agree as to the landscape maintenance company, the Board of the Association who shall be Manager for the maintenance period may select the winning bid as long as the cost of the bid shall not exceed 110% of the bid preferred by the other Association Board. If the difference is over 110%, the Board of the Association who shall be Manager for the maintenance period may select the higher bid if they agree to pay the increased cost over said 110% amount.
 - d. Upon selection of the landscaping maintenance company at the joint meeting of the Board of Directors of each Association, a budget shall be prepared for the next year to cover costs not included in the landscaping maintenance bid, including but not limited to water and power.
 - e. Within 10 days of the start of each quarter, the Manager shall submit copies of budgeted invoices paid during the previous quarter to the other Association. Within 15 days of

receipt of said copies, the non managing Association shall reimburse the Manager for 50% of the amount paid.

- f. Unbudgeted work and amounts must be approved in advance by both Associations.
- g. The Manager shall not receive any compensation for management of the maintenance or interest on any amounts paid within 15 days of the quarterly billing.
- 5. Any disputes between the Associations shall be settled by binding arbitration.

Dated this ___ of June, 1995.

Assignors:

Lozier Homes Corporation

Michael D. Levy

John F. Buchan Construction, Inc.

John

Assignors:

RECORDED DE JONNESSES

William E. Buchan, Inc.

William E. Buchan, Chairman

Consent to Assignment and Modification:

Golf Northwest, Inc.

STATE OF WASHINGTON, COUNTY OF KING

Assignees:

One Club House Lane South Association

Sector 12 Homeowners' Association

BULLAN

Consent to Joint Maintenance Agreement

One Club House Lane South Association

Sector 12 Homeowners' Association

Buchan, Chairman William E. Buchan, Inc. as Declarant

On this day of June, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared MICHAEL D. LEVY to me known to be the UNE TRESIDENT OF LOZIER HOMES CORPORATION, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires: 1-24-98

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EXHIBIT A

LANDSCAPE & SIGN EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS that Harbour Pointe Golf Associates, a Limited Partnership, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby grant and convey unto Lozier Homes Corporation, a Washington corporation, its successors and assigns, hereinafter called the Grantee, an easement for landscaping and construction, operation and maintenance of utilities and entry signs upon the following property of Grantor, more particularly described as follows:

Tract "C", Harbour Pointe Sector 17, as shown as Sheet 4 of 4 Sheets of Harbour Pointe Exempt Segregation, recorded in Volume 29 of Surveys. Page 230, under Auditor's File No. 8908235003, Records of Snohomish County, Washington.

Being portions of the W 1/2 of the NW 1/4 Section 28, Township 28 North, Range 4 East, W.M.

This easement consists of all that portion of the above-described property as follows:

COMMENCING at Point "C", as shown on Sheet 3 of 8 sheets of Harbour Pointe Revised Exempt Segregation, recorded in Volume 29 of Surveys, pages 174 through 181, under Auditor's File No. 8908045001, Records of said county;

thence South 17°30'01" East, parallel with the westerly margin of Harbour Pointe Blvd., 80.00 feet to intersect the arc of a curve at a point from which the center lies South 17°30'06" East 25.00 feet distant, and the POINT OF BEGINNING;

thence easterly and southerly along said curve to the right through a central angle of 90°00'00" an arc length of 39.27 feet to a point of tangency on the westerly margin of said Harbour Pointe Blvd. and the easterly line of Fairway 18, as shown on said Sheet 4 of 4 Sheets;

thence South 17º30'06" East along said road margin and easterly line 35.00 feet;

thence South 72°29'54" West, at right angles to said road margin, 10.00 feet to the westerly line of the easterly 10.00 feet in width of said Fairway 18;

thence North 17°30'06" West along said westerly line 30.00 feet;

thence North 53°56'09" West 31.07 feet to the southerly line of the northerly 5.00 feet in width of said fairway;

thence South 72°29'54" East along said southerly line 50.00 feet to the beginning of a curve to the left with a radius of 155.00 feet;

thence continuing westerly along said southerly line and curve through a central angle of 21°21'25" an arc length of 57.78 feet;

thence North 38°51'31" West 5.00 feet to intersect the northerly line of said Fairway 18 at a point on the arc of a curve from which the center lies South 38°51'31" East 160.00 feet distant:

thence easterly along said northerly line and said curve to the right through a central angle of 21°21'25" an arc length of 59.64 feet to a point of tangency;

thence North 72°29'54" East along said northerly line 53.46 feet to the POINT OF BEGINNING.

TOGETHER WITH the right of ingress to and egress from said properties for all purposes necessary and related thereto.

This easement shall inure to the benefit of abutting property of Grantee known as Tract "B", Harbour Pointe Sector 17, as shown on said Sheet 4 of 4 Sheets of Harbour Pointe Exempt Segregation.

All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor, including but not limited to maintenance and use of golf course paths for pedestrian, golf cart and maintenance equipment ingress and egress.

Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, Grantor's heirs, successors and assigns, resulting from the actions and activities of the Grantee during the exercise of the rights herein granted.

This easement shall run with the land and shall be binding upon Grantor, its heirs, successors and assigns.

day of SUNE

, 1993

Pointe Golf Associates, L.P.

Golf Northwest, Inc., General Partner

STATE OF WASHINGTON

)ss

COUNTY OF SNOHOMISH

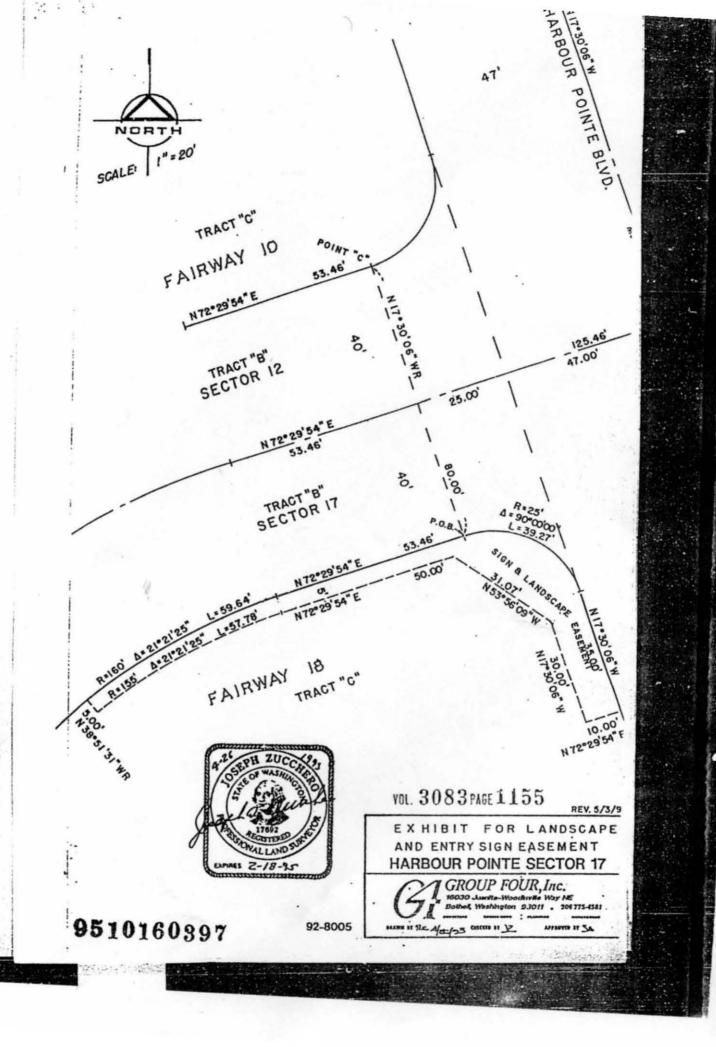
I certify that I know or have satisfactory evidence that Terra is the person who appeared before me, that he is the Vice Tresiden Northwest, Inc., General Partner of Harbour Pointe Golf Associates, a Limited Partnership, the partnership that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned and on oath stated that he was authorized to execute the Instrument.

Dated:

Notary Public in and for the State of Washington, residing at Sohough Lo







LANDSCAPE & SIGN EASEMENT

KNOW ALL PEOPLE BY THESE PRESENTS that Harbour Pointe Golf Associates, a Limited Partnership, hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby grant and convey unto John F. Buchan Construction, Inc., a Washington corporation, and William E. Buchan, Inc., a Washington corporation, its successors and assigns, hereinafter called the Grantees, and easement for landscaping and construction, operation and maintenance of utilities and entry signs upon the following property of Grantors, more particularly described as follows:

Tract "C". Harbour Pointe Sector 12, as shown on Sheet 3 of 8 Sheets of Harbour Pointe Revised Exempt Segregation, recorded in Volume 29 of Surveys, pages 174 through 181, under Auditor's File No. 8908045001, Records of Snohomish County, Washington.

Being portions of the W 1/2 of the NW 1/4 of Section 28, Township 28 North,

Range 4 East, W.M.

This easement consists of all that portion of the above-described property as follows:

COMMENCING of Point "C" as shown of said Sheet 3 of 8 Sheet of Harbour Pointe Exempt Segregation;

being the beginning of a curve to the left, the center of which bears North 17°30'06" West 25.00 feet distant;

thence easterly along said curve through a central angle of 36°52'12" an arc length of 16.09 feet to the POINT OF BEGINNING;

thence northerly, continuing along said curve through a central angle of 53°07'48" an arc length of 23.18 feet to a point of tangency on the westerly margin of Harbour Pointe Blvd. and the easterly line of Fairway 10, as shown on said survey;

thence North 17°30'06" West along said road margin and easterly line 25.00 feet; thence South 72°29'54" West, at right angles to said road margin, 10.00 feet to the westerly line of the easterly 10.00 feet in width of said Fairway 10;

thence South 17°30'06" East along said westerly line 45.00 feet to the POINT OF BEGINNING.

TOGETHER WITH the right of ingress to and egress from said properties for all purposes necessary and related thereto.

This easement shall inure to the benefit of abutting property of Grantee known as Tract "B", Harbour Pointe Sector 12, as shown on said Harbour Pointe Revised Exempt Segregation.

All right, title and interest which may be used and enjoyed without interfering with easement rights herein conveyed are reserved to the Grantor, including but not limited to maintenance and use of golf course paths for pedestrian, golf cart and maintenance equipment ingress and egress.

Grantee shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, Grantor's heirs, successors and assigns, resulting from the actions and activities of the Grantee during the exercise of the rights herein granted.

This easement shall run with the land and shall be binding upon Grantor, its heirs, successors and assigns.

Dated this day of	, 1993
By: Golf Northwest, Inc., General Part	ner
STATE OF WASHINGTON))ss COUNTY OF SNOHOMISH)	
	- 1
is the person who appeared before m Northwest, Inc., General Partner of Har the partnership that executed the fo instrument to be the free and voluntary	bour Pointe Golf Associates, a Limited Partners pregoing instrument and acknowledged the ract and deed of said partnership for the uses bath stated that he was authorized to execute
is the person who appeared before m Northwest, Inc., General Partner of Har the partnership that executed the fo instrument to be the free and voluntary purposes therein mentioned and on of	previdence that

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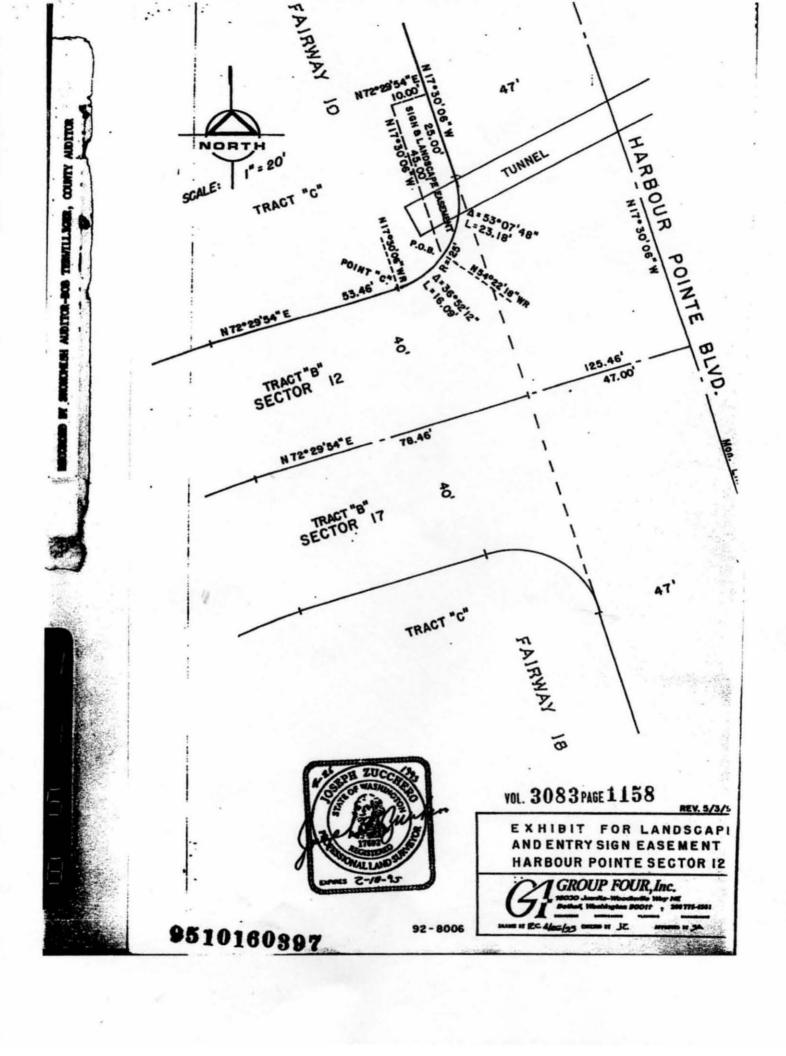


EXHIBIT C

LANDSCAPE HAINTENANCE AGREEMENT

This Agreement is made by and between GOLF NORTHWEST, INC., (hereinafter "Golf Northwest"), JOHN P. BUCHAN CONSTRUCTION, INC., WILLIAM E. BUCHAN, INC. (hereinafter referred to as "Buchan"), and LOZIER HOMES CORPORATION (hereinafter referred to as "Lozier"), this 6th day of May, 1993.

Whereas, Golf Northwest, Buchan, and Loziar desire to set forth the mutual understanding with respect to the irrigation, landscaping, fencing, maintenance and operation of the improvements which Buchan and Loziar are proposing to install in certain areas of the golf course property. Said landscaping as described in Exhibit "A" attached hereto and incorporated herein by this reference. Areas covered by this Agreement are all landscape areas between the 18th green and 10th tee; exclusive of the areas maintained by Harbour Pointe Management. (When used in this Agreement, the term "low maintenance" shall mean lawn and/or lawn with trees and shrubs only, spaced not to prohibit mowing around or between plantings with a standard 24" mower.)

NOW, THEREFORE, IT AGREED AS FOLLOWS:

IRRIGATION

- 1. Buchan and Lozier are authorized to install sprinklers at their own expense. Buchan and Lozier shall provide and install necessary controllers/times for sprinkler system. Golf Northwest crews will operate the system as though it was part of the golf course upon completion of the installation. Due to the differing requirements of irrigating the median planters, Buchan and Lozier shall provide controllers and/or timers as necessary to allow the median planters to be irrigated separately from the landscaped areas in back of the roadway curb.
- Buchan and Lozier are authorized to connect to golf course water to irrigate the entry road right of way and up to a maximum of three median planters in the entry area.
- 3. Buchan and Loxier (or the successor homeowners association, as the case may be) will pay an annual fee to Golf Northwest of \$175.00 each which fee represents water usage and operation of all irrigation systems by Golf Northwest craws. Price of water from time to time may be adjusted for increased water costs on the anniversary date of this agreement. Said increase to be mutually agreed to by all parties.

LANDSCAPE MAINTENANCE

 Golf Northwest will maintain all lawn areas at no charge to Suchan, Lozier and/or the homeowners' association, in those areas shown on Lozier landscape plan dated 05-14-31. Additional lawn

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SBESSBARGE MILLIAM BUCHAN INC.

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areas, if any, must be mutually agreed upon prior to acceptance for maintenance by Golf Northwest.

- If there are street trees, Golf Northwest will use "roundup" type
 of vegetation killer to make a small circle around the tree for
 easier mowing.
- Golf Morthwest will maintain all plantings in back of the sign monument, provided that said plantings are low maintenance.
- Buchan and Loxier shall maintain the front side of the sign monument and any other areas where seasonal plantings or other labor intensive plantings are installed.
- 5. With respect to the area between Club House Lane and Buchan property adjacent to the tunnel and cart path, Buchan is authorized to install landscaping on the north side of the cart paths; if labor intensive plantings are used in this area, Buchan and Lozier will be responsible for the maintenance; if low maintenance plantings are installed, Golf Northwest will maintain, at no cost to Buchan or Lozier.

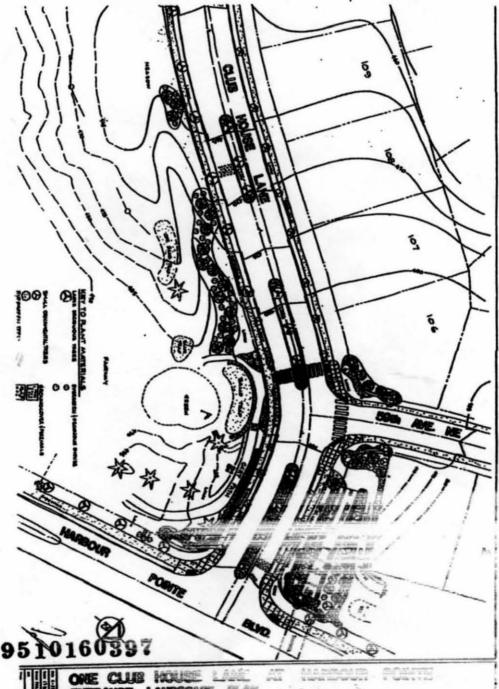
NORTHWEST, INC.	WILLIAM R. BUCHAN, INC.
Vice-President	William E. Buchan Chairman
JOHN F. SUCHAN CONSTRUCTION, INC.	LOSIER HOMES CORPOBATION
John F. Buchan President	Its Michael D. Long Vice Provident

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VOL. 3083 PAGE 1160

SOCRESONASE WILLIAM BUCHPH INC.



VOL. 3083 PAGE 1161

KNOW ALL PEOPLE BY THESE PRESENTS that Golf Northwest, Inc., a Washington corporation hereinafter called the Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, does hereby grant and convey unto One Club House Lane South Association and Sector 12 Homeowners Association, Washington corporations, their successors and assigns, hereinafter called the Grantoe, an easement as shown on Exhibit "A" for landscaping and construction, operation and maintenance of utilities upon the following property of Grantor, more particularly described as follows:

THAT PORTION of Tract "C", Harbour Pointe Sector 17, as shown on Sheet 4 of 4 Sheets of Harbour Point Exempt Segregation, Recorded in Volume 29 of Surveys, Page 230, under Auditor's File No. 8908235003, Records of Sachomish County, Washington. Being in the Southwest 1/4 of the Northwest 1/4 Section 28, Township 28 North, Range 4 East, W.M. Lying easterly of the easterly margin of Clubhouse Lane as conveyed to the City of Mukilten by Deed Recorded under Englands Course Ass File No. 9410260307, and northerly, westerly and southerly of the line described as follows:

BEGINNING at the most northerly corner of the Lot 32 in the Plat of One Club House Lane Div. 8, recorded in Volume 58 of Plats, Pages 226 through 229, Records of said County American East along the northeasterly boundary of said loc and the countary of said 1 max 1, a customen or 40 MH feet; thence North 41°00'00" East 74.00 feet; thence North 45°30'00" East 59.00 feet; thence North 37° 20'00" East 69.00 feet; thence North 25"00'00" East 50.00 feet, thence North 25"00'00" thence North 24°44'00" East 37.00 feet; thence North 11°42'00" East 58.00 feet; thence North 17°20'00" East 35.00 feet; finance North 27"40"00" East 67.00 feet; theree Florit Compared to Southwest corner of that certain landscape and sign easement recorded under Snohomish County Auditor's File No. 9307000000, themse Worth 30 31317 West along the acidimentally line of and represent 5.00 time to the terminus of said line on said easterly margin of Clubhouse Lane.

TOGETHER WITH the right of ingress to and egress from said properties for all purposes necessary and

All right, title and interest which may be used and enjoyed without interfering with the essencer rights herein conveyed are reserved to the Grantor, including but not limited to maintenance and use of gulff course paths for pedestrian, golf cart and maintenance equipment ingress and ogress.

Granton shall protect and save harmless Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of property suffered by Grantor, Grantor's heirs, successors and assigns, resulting from the actions and activities of the Grantee during the exercise of the rights herein granted.

This easement shall run with the land and shall be binding upon Grantor, its hoirs, successors and assigns.

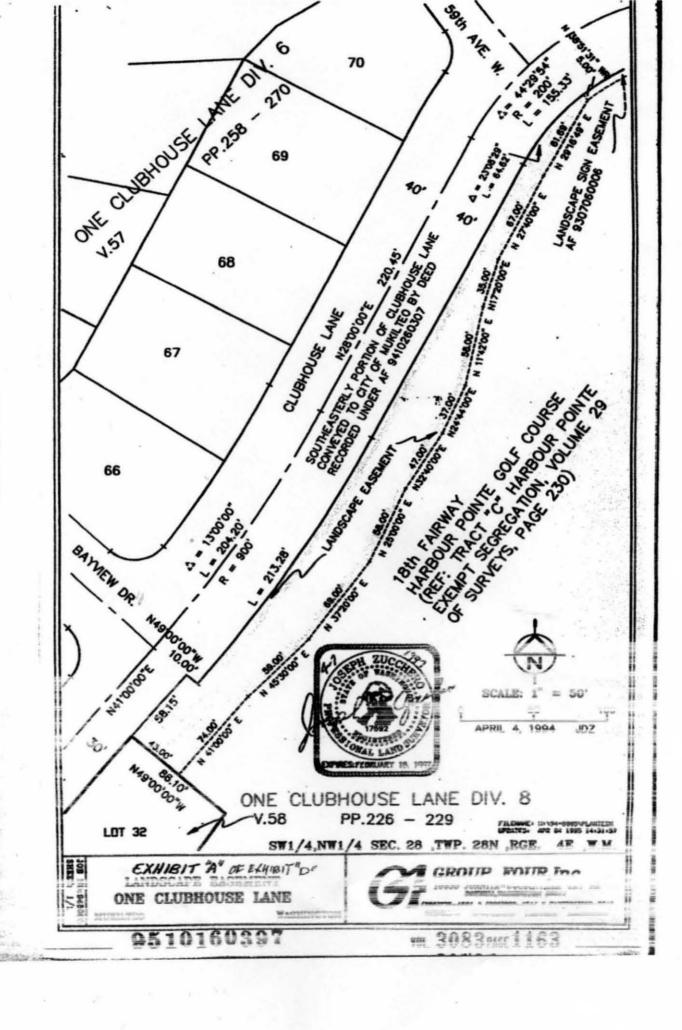
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Same Manager	-			
Golf Northwest, Inc.		-		
TATE OF WASHINGTON	,			
THE OF WHEELEN	jes.			
OUNTY OF SNOHOMISH)			
ertify that I know or have satisfa	ctory evider	ce that Zau	end D.	Hansen
the person who appeared before	me, that he	is the Co.	ida-7	of Colf North
c. the corporation that executed ti	se foregoing	instrument and	аскложноцию и	to seem more minore up t
se and voluntary act and deed of s	aid comora	tion for the uses	and purposes the	rein mentioned and or



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10 - 0 --m. 750 Notary miblic in and for the State of ngton, residing at Shahomis L. My Commission Espires 10-16-97

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COUNTY AUDITOR

RECORDED BY SHOHOMESH AUDITOR-BOB TERMILLIGER,

VOL 3083 PAGE 1164

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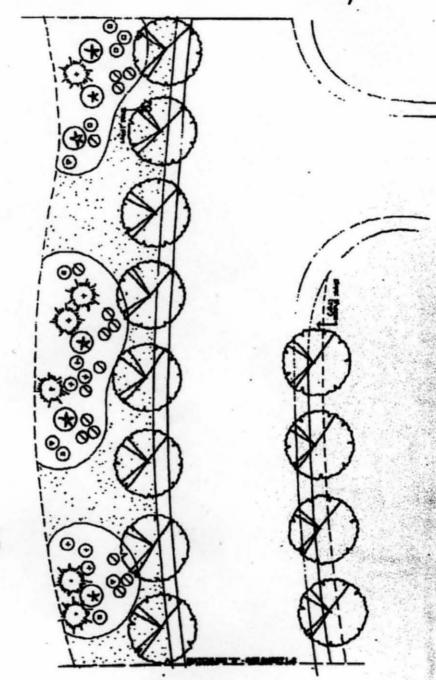
Security Property

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VOL. 3083 PAGE 1165

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VOL. 3083 PAGE 1166

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SECTOR AGREEMENT

TICOR TITLE INSURANCE
3101 COLBY AVE.
P. O. BOX 750
EVERETT, WA 98206
Circ. F 280514

THIS AGREEMENT (this "Agreement") made this 18th day of August, 1989, among BCE DEVELOPMENT INC. ("BCE"), a Delaware corporation, HARBOUR POINTE LIMITED PARTNERSHIP ("Harbour Pointe Partnership"), a Washington limited partnership and LOZIER HOMES CORPORATION ("Lozier"), a Washington corporation.

BCE is the owner of Sector 12 ("Sector 12") and Sector 17 ("Sector 17") of a master planned development know as Harbour Pointe, located in Snohomish County, Washington, which lands are described on Exhibit A hereto.

Harbour Pointe Partnership is the owner of Sectors 8, 13, 14, 15 and 16 of Harbour Pointe.

The parties hereto anticipate that immediately after recordation of this Sector Agreement, BCE will convey Sector 12 to Harbour Pointe Partnership, and will convey Sector 17 to Lozier.

The parties are entering into this Agreement, and recording it against the relevant lands, in order to: (i) provide for the grant by the owners of Sector 12 and Sector 17 of easements benefiting Sectors 8, 13, 14, 15 and 16, (ii) establish covenants regarding certain aspects of the development of Sectors 12 and 17 including the construction of utilities serving both Sectors, construction of road improvements, maintenance of greenbelts and other matters, and (iii) establish terms governing the grant of easements by the owners of Sector 12 and Sector 17 to one another (the fee owner of Sector 12 is sometimes hereinafter referred to as the "Sector 12 Owner"; the fee owner of Sector 17 is sometimes hereinafter referred to as the Sector 17 Owner; Sectors 8, 13, 14, 15 and 16, presently owned by Harbour Pointe Partnership are sometimes hereinafter referred to as Harbour Pointe Partnership's Lands").

NOW THEREFORE, in consideration of the mutual premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

NO EXCISE TAX REQUIRED

AUG 24 1989

8/18/89 8 9 0 8 23 0 4 1 5

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SECTION 1. EASEMENTS BENEFITING SECTORS 8, 13, 14, 15 AND 16.

- 1.1 Grant of Easement. Upon request of Harbour Pointe Partnership, and its successors as fee owner of Harbour Poince Partnership's Land, the Sector 12 Owner or the Sector 17 Owner, as the case may be, shall, at no cost to Harbour Pointe Partnership, subject to the terms of Section 1.3.1, dedicate to the appropriate utility district or other authority, subsurface easements for the construction, installation, operation, maintenance replacement and repair of any and all utilities servicing Sectors 8, 13, 14, 15, and 16.
- 1.2 Costs. All costs of the construction, installation and maintenance of Harbour Pointe Partnership's utilities shall be borne by Harbour Pointe Partnership!
- 1.3 Conditions to Easement. Easements granted pursuant to Section 1.1 shall, to the extent permitted by the utility district or other authority, contain the following terms and shall be subject to the following conditions:
- 1.3.1 Designation of Location. Utilities installed pursuant to this Section 1 shall be placed in locations designated by the Sector 12 Owner or the Sector 17 Owner, as the case may be, which are acceptable to said owner. The Sector 12 Owner or the Sector 17 Owner, as the case may be, shall endeavor in good faith to designate locations acceptable to the relevant utility district and which will minimize the expense to Harbour Pointe Partnership so long as such locations do not impair or cause the loss of any residential lot or otherwise impair the development and/or use of Sectors 12 and 17.
- 1.3.2 <u>Landscaping</u>. Following the installation of any utilities, the grantor may place ordinary landscaping over the easements provided that no trees or other plants shall be placed thereon which would be unreasonably expensive for the grantee to remove and restore.
- 1.3.3 Use of Surface Over Utilities. The grantor reserves the right to use the surface over the grantee's subsurface utilities for any purpose not inconsistent with the rights granted in the easement; provided that the grantor shall not construct or maintain any building or other structure over the grantee's facilities.
- 1.3.4 Relocation. The grantor shall have the right to relocate the utility (subject to the requirements of the applicable jurisdiction); provided that the grantor shall give the grantee reasonable prior written notice and reasonable alternative locations for such utilities shall be provided.

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The cost of any such relocation shall be borne by the grantor requesting the relocation.

- 1.3.5 <u>Restoration of Land</u>. After the installation of any utilities, the grantee shall promptly restore the surface of the land, including all landscaping and vegetation, to its condition prior to the installation, at the grantee's expense.
- 1.3.6 Indemnification. Harbour Pointe Partnership agrees to fully, completely and unconditionally indemnify and hold the Sector 12 Owner and the Sector 17 Owner harmless from any and all claims for injuries or damages suffered by any person or entity which arises from or is otherwise related to exercise of the rights granted in this Section 1, provided, however, that the foregoing indemnity shall be without any force or effect from and after the date an easement is dedicated to a utility district or other relevant authority.
- 1.4 <u>Cooperation</u>. The Sector 12 Owner and the Sector 17 Owner shall execute any instrument, or perform any other act, reasonably requested by Harbour Pointe Partnership in order to effect said dedications. Harbour Pointe Partnership shall reimburse the Sector 12 Owner and the Sector 17 Owner for any costs incurred in connection with cooperating with Harbour Pointe Partnership pursuant to this Section 1.4.
- 1.5 Termination of Easement. It is the intention of the parties hereto that the obligations set forth in Sections 1.1 through 1.4 to grant easements shall bind only the developers of Sectors 12 and 17, and the parties do not intend that homeowners associations or individual homeowners shall be required to grant easements after the land has been developed and homes have been occupied. Accordingly, from and after the date a final plat is recorded covering a given tract of land, the obligation of an owner or owners of land within said tract to grant easements pursuant to this Section 1 shall terminate, become null and void and be of no further force and effect whatsoever.
- 1.6 Contribution to Sewer Trunk Line Cost. Harbour Pointe Partnership has constructed a sewer trunk line along the path shown on Exhibit B beneath the surface of Sector 17. Said trunk line is 2810 feet in length and cost a total of \$134,760.56 to construct. The parties hereto agree that the owner of Sector 17 shall reimburse Harbour Pointe Partnership for any portion of said trunk line which is utilized to serve Sector 17. If less than the entire trunk line is utilized, then the reimbursement amount shall be determined by prorating

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- 2.5 The cost of improvements in connection with the storm detention facility and outfall serving phases 6 and 7 of Sector 17 and phases 3 and 4 of Sector 12, and as shown on Exhibit E, shall be paid 55% by the Owners of Sector 17 and 45% by the Owners of Sector 12. Said amounts shall be determined and paid in accordance with condition 2.9.
- 2.6 The percentage of costs to be paid for by the Owners of Sector 12 and Sector 17 for shared utility systems as set forth in Section 2.1a, Section 2.2.a, Section 2.3 and Section 2.5 was determined by prorating the costs of the identified improvements on the basis of the estimated number of lots located in the benefited service areas of each Sector as shown on Exhibits C, D, and E. The percentage of costs to be paid for by the Owners of Sector 12 or Sector 17 may, upon written request by either Owner, be adjusted to the actual percentages based on the actual number of lots recorded in each of said service areas. Said adjustments, with respect to each of the utility systems outlined in the above-referenced Sections, shall be made prior to the recording of the final phase of lots in the applicable service area. Payments which become due, as outlined under Section 2.9(b), prior to the recording of the final phase of lots in the applicable service area shall be based on the cost sharing percentages stated in or to be calculated pursuant to Sections 2.1.a, 2.2.a, 2.3, and 2.5, as applicable, and any further adjustments, as provided herein, shall be made at the time of the recording of the final phase of lots in the applicable service area.
- 2.7 A minimum twenty five (25) foot wide greenbelt shall be provided on the North side of Scenic Drive from Harbour Pointe Boulevard to Central Avenue. Said greenbelt shall be incorporated into the design of Sector 12 approximately as shown on Exhibit F. Individual lots in Sector 12 may front on Scenic Drive and have individual access through the greenbelt area. All lots contiguous with the greenbelt shall maintain a 25-foot building setback from the greenbelt. The cost of maintaining the greenbelt landscaping and the Scenic Drive entry and landscaping as outlined in this Section 2.7 shall be paid for equally by the Sector 12 Owner and the Sector 17 Owner and eventually by the respective homeowners associations.
- 2.8 The cost of road and utility improvements for Scenic Drive from its intersection with Harbour Pointe |
 Boulevard southwesterly along the common boundary of Sector 12 and Sector 17 as described in Exhibit G to the northwesterly boundary of Sector 17, together with project entry markers and entry landscaping, including landscaping in the 25-foot greenbelt on the northwesterly side of Scenic Drive, shall be paid one half each by the Developers of Sectors 12 and 17.

its rights; provided that following any such work, the grantee shall, to the extent reasonably possible, restore the grass, trees, bushes or other vegetation to the condition it was in immediately prior to such work.

- 3.3.3 <u>Relocation</u>. The grantor shall have the right to relocate the utility (subject to the requirements of the applicable jurisdiction); provided that the grantor shall give the grantee reasonable prior written notice and reasonable alternative locations for such utilities shall be provided. The cost of any such relocation shall be borne by the grantor.
- 3.3.4 <u>Landscaping</u>. Following the installation of any utilities, the grantor may place ordinary landscaping over the easements provided that no trees or other plants shall be placed thereon which would be unreasonably expensive for the grantee to remove and restore.
- 3.3.5 Use of Surface Over Utilities. The grantor reserves the right to use the surface over the grantee's subsurface utilities for any purpose not inconsistent with the rights granted in the easement; provided that the grantor shall not construct or maintain any building or other structure over the grantee's facilities.
- 3.4 <u>Cooperation</u>. The Sector 12 Owner and the Sector 17 Owner shall each, upon the request of the other, execute any instrument, or perform any other act, reasonably requested by the other in order to effect said dedications. The party requesting an easement shall reimburse the other for any costs incurred by the other in connection with cooperating pursuant to this Section 3.4.
- 3.5 Indemnity. The Sector 12 Owner or the Sector 17 Owner, as the case may be, shall fully and completely indemnify and hold harmless one another from any and all loss which may be caused by exercise of the rights under an easement granted pursuant to this Section 3, including loss arising from claims for personal injury, and loss arising from liens relating to the installation or operation of utilities; provided, however, that the foregoing indemnity shall be without any force or effect from and after the date an easement is dedicated to a utility district or other relevant authority.
- 3.6 Termination of Easement. It is the intention of the parties hereto that the obligations set forth in Sections 3.1 through 3.6 to grant easements shall bind only the developers of Sectors 12 and 17, and the parties do not intend that homeowners associations or individual homeowners shall be required to grant easements after the land has been developed and homes have been occupied. Accordingly, from and after the

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EXHIBIT "G"

DESCRIPTION-SHARED COST SECTION OF SCENIC DRIVE

That portion of Scenic Drive as shown on the approved Sector plan for Sectors 12 and 17, the cost of which is to be shared by the Sector 12 Owner and the Sector 17 Owner as set forth in Section 2.8 of the sector Agreement is described as follows:

That portion of right of way which is defined as an easement for ingress, egress, drainage and utilities in survey recorded under Auditor's File No. 8908045001 particulary described on sneet 3 of said survey as the 80 foot strip of land between Holes 10 and 18; Together with that portion of right of way the center line of which is defined in said survey as follows: Beginning at Point "C" located in Tract "C" at the South end of Hole No. 10; thence S17 degrees 30'06"E a distance of 40.00 feet to the True Point of Beginning; thence S72 degrees 29'54"W a distance of 53.46 feet to the beginning of a curve to the left with a radius of 200.00 feet; thence Southwesterly along said curve through a central angle of 44 degrees 29'54" an arc distance of 155.33 feet to a point of tangency; thence S28 degrees 00'00"W a distance of 220.45 feet to the beginning of a curve to the right with a radius of 900.00 feet; thence Southwesterly along said curve through a central angle of 13 dagrees 00'00" an arc distance of 204.20 feet to a point of tangency; thence S41 degrees 00'00"W a distance of 130.08 feet to the end of said section of right of way.

BEANY WILLIAMS AUDITOR SHOHOHISH COUNTEY WASH.

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TICOR TITLE INSURANCE CO.

