

FILED
MAR 21 2014
KIMBERLY A. ALLEN
GRANT COUNTY CLERK

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF GRANT

KRIS DEXTER and TERESA DEXTER,
husband and wife,

Plaintiffs,

vs.

PELICAN POINT COMMUNITY
ASSOCIATION, an unincorporated association,

Defendant.

NO. 10-2-00448-0

**STIPULATED SETTLEMENT AGREEMENT
CR 2A**

COMES NOW, the Plaintiffs, Kris Dexter and Teresa Dexter, husband and wife, personally and by and through their attorney, Nicholas L. Wallace of Schultheis Tabler Wallace, PLLC, and Defendant, Pelican Point Community Association, a Washington non-profit corporation, by and through its President, Elton Miller, and through its attorney, Christopher F. Ries of Ries Law Firm, P.S., and enter into the following Stipulated Settlement Agreement pursuant to Civil Rule 2A.

I. BACKGROUND

Kris Dexter and Teresa Dexter ("Dexter") and Pelican Point Community Association ("PPCA") assent to and confirm the following:

1 A. On November 14, 2002, the Grant County Superior Court entered a judgment in Cause
2 No. 01-2-00180-5 (the "2002 Judgment") creating an easement (the "Easement") benefitting the
3 following described property:

4 Lot 149, Pelican Point Addition Number 1, as per plat thereof recorded
5 in Volume 6 of Plats, page 32, records of Grant County, Washington.

6 (hereinafter referred to as "Lot 149").

7 B. PPCA owns Lot 149.

8 C. The Easement burdened the following described real property:

9 Lots 34, 35, 36, 37, and 38 of Pelican Point Addition Number 1 as per
10 plat thereof recorded in Volume 6 of Plats, page 32, records of Grant
County, Washington.

11 (the "Dexter Property").

12 D. Dexter owns the Dexter Property.

13 E. The 2002 Judgment described the Easement as follows:

14 Pelican Point Community Association and its members, guests, heir,
15 successors and assigns are granted a perpetual, mutual and non-
16 exclusive easement for ingress and egress over, across and along the
following described real property:

17 Lots 34, 35, 36, 37, and 38 of Pelican Point Addition
18 Number 1, as per Plat thereof recorded in Volume 6 of
Plats, page 32, records of Grant County, Washington.

19 Said easement shall be located on the Existing Private Road as reflected
20 on the survey map attached hereto as Exhibit "A".

21 The 2002 Judgment did not include any description of the Easement's scope or of the Easement's
22 width or precise location.

23 F. On April 2, 2010, Dexter commenced a lawsuit in which he sought a judicial
24 declaration regarding the scope of the easement (Grant County Superior Court, cause No. 10-2-
25

1 00448-0, hereinafter the "Second Lawsuit"). Specifically, Dexter sought a judicial declaration that
2 use of the Easement was limited to those PPCA members who own real property in Pelican Point
3 subdivisions 1, 2, 3, and 4 and that the PPCA members who resided in subdivisions other than
4 Pelican Point were not entitled to use the Easement.

5 G. On November 10, 2010, the Court partially granted Dexter's Motion for Summary
6 Judgment and thereafter entered judgment declaring the Easement may be utilized by those PPCA
7 members who own real property in Pelican Point Addition 1, 2, 3, and 4. The Court further ordered
8 that "if the Pelican Point Community Association desires to allow use of the Easement by persons
9 within its membership who own real property in subdivisions other than Pelican Point Addition 1, 2,
10 3, or 4, the Pelican Point Community Association will need to bring that issue before the Court."

11 H. In response to the Court's decision PPCA filed a counterclaim in which it requested a
12 declaration that its members who did not own real property in Pelican Point Addition 1, 2, 3 and 4
13 can use the Easement. PPCA also requested a permanent injunction enjoining Plaintiffs "future
14 interference" with the PPCA and its members' use of the Easement.
15

16 I. The remaining issues in the Second Lawsuit were tried to Grant County Superior
17 Court Judge Evan Sperline on February 11, 2013. After trial, Judge Sperline issued a memorandum
18 decision which he, among other things, ordered as follows:

- 19 1. The ingress/egress easement the Grant County Superior Court
20 created in cause number 01-2-00180-5 is limited in scope to the
21 Pelican Point Community Association, its members, and their
22 intermittent/occasional guest. Provided, however, only those
23 members of the Association who reside in Pelican Point
24 subdivision 1, 2, 3 and 4 (and their intermittent/occasional
25 guests) may utilize the ingress/egress easement that burdens
Plaintiff Dexter's property.
2. Plaintiff Dexter is awarded statutory attorney fees of \$200.00.
Plaintiff Dexter is awarded costs in the sum of \$272.50, for a

total judgment against Defendant Pelican Point Community Association in the sum of \$472.50.

3. Defendant Pelican Point Community Association's request for declaratory relief is denied.

4. Defendant Pelican Point Community Association's request for injunctive relief is denied.

J. In October of 2012, prior to commencement of the trial in the Second Lawsuit, Dexter moved a portion of the existing roadway PPCA used to access Lot 149 to another location on the Dexter property. PPCA objected to Dexter's actions and a dispute thereafter ensued. PPCA raised this issue at the trial in the Second Lawsuit.

K. After the trial of the second lawsuit concluded Dexter constructed on the Dexter Property a roadbed and a drainage system consisting of ditches and drains. Post-trial but prior to entry of Judgment, the parties met on Dexter's property to discuss resolution of their dispute. The parties agreed the new roadbed Dexter had constructed would become the Easement and that they would share the cost of a survey to produce a legal description for the new roadbed.

L. Western Pacific Engineering & Survey Inc. (WPE) was hired survey the roadbed and produce the legal description. Attached as Exhibit A is a copy of the map WPE produced. Attached as Exhibit B is the legal description of the roadbed that shall serve as ingress/egress for the benefit of Lot 149, which PPCA currently owns.

L. Pursuant to the terms described in Sections II and III, below, the parties have agreed to compromise and settle the above-captioned matter and all other matters in dispute between them.

II. SURVEY OF EASEMENT

A. The parties have agreed to locate the Easement in the area described in Exhibit B.

1 B. Dexter and PPCA shall each pay to WPE one-half (50%) of WPE's charge to conduct
2 the survey, draw the map attached as Exhibit A and produce the legal description attached as Exhibit

3 B. The parties hereto shall make payment directly to WPE upon execution of this Agreement.

4 C. Dexter shall execute the Easement attached hereto as Exhibit C and shall deliver said
5 Easement to PPCA. PPCA shall record the Easement and shall be responsible for paying the
6 recording fee.

7 **III. PAYMENT AND DISMISSAL**

8 A. Within thirty (30) days following the recording of the Easement attached as Exhibit C,
9 PPCA shall pay to Dexter the sum of \$472.50, representing the amount of statutory attorney's fees
10 and taxable costs awarded to Dexter pursuant to Judge Sperline's ruling in the second lawsuit.

11 B. Upon recording of the Easement attached as Exhibit C and upon payment of the sums
12 described in Section III.A., above, the parties shall execute and present to the Grant County Superior
13 Court an order dismissing the Second Lawsuit with prejudice and without costs to either party (the
14 "Order of Dismissal").
15

16 **IV. MISCELLANEOUS**

17 A. Waiver of Claims. Upon the Court's entry of the Order of Dismissal, PPCA shall
18 release and forever waive any and all claims to use of any portion of Dexter's property other than the
19 Easement attached as Exhibit C.

20 B. Representation by Counsel. Each of the parties affirms and acknowledges that it has
21 read and fully appreciates and understands the words, terms and provisions of this Agreement, is fully
22 and entirely satisfied with same, has been represented by the counsel of their choice in the
23 negotiation, preparation and execution of the Agreement and has executed this Agreement voluntarily
24 and of their own free will.
25

1 C. Authority.

2 1. All Parties warrant and represent that each individual executing this
3 Agreement has the authority to bind the Party in accordance with the terms of the Agreement.

4 2. The Parties further covenant and warrant that no other person or entity has, or
5 has had, any interest in the claims, demands, obligations or causes of action referred to in this
6 Agreement, and that they have not sold, assigned, conveyed or otherwise disposed of any of the
7 claims, demands, obligations, or causes of action referred to in this Agreement.

8 D. Negotiation. This Agreement is the product of negotiation and preparation by and
9 among each party hereto and its attorneys. Therefore, the parties acknowledge and agree that this
10 Agreement shall not be deemed to have been prepared or drafted by one Party or another, and that it
11 shall be construed accordingly.

12 E. Counterparts. This Agreement may be executed in any number of counterparts, and
13 all counter parts shall be deemed to constitute a single agreement. The execution and delivery of any
14 counterpart by any person shall have the same force and effect as if that person had executed and
15 delivered all other counterparts. Any signature page hereof may be detached from any counterpart
16 hereof and attached to another counterpart identical in form and content hereto, but having attached
17 to it one or more additional signature pages without impairing the legal effect of any signatures
18 thereon.

19 F. Entire Agreement. This Agreement contains the entire understanding between the
20 parties and supersedes any prior understandings and agreement between them. There are no other
21 representations, agreements, arrangements, or understandings, oral or written, between or among the
22 Parties hereto relating to the subject matter of this Agreement. No amendment of or supplement to
23
24
25

1 this Agreement shall be valid or effective unless made in writing and executed by the parties hereto
2 after the date of this Agreement.

3 G. Attorneys' Fees. Should any Party hereto engage an attorney to enforce any of its
4 rights hereunder, the prevailing Party shall, in addition to all other rights, be entitled to recover its
5 attorneys' fees, costs and disbursements, including fees of experts, before, during and at trial and on
6 appeal if any.

7 H. Governing Law. This Agreement shall be construed and enforced in accordance with
8 the laws of the State of Washington. The Parties agree that jurisdiction and venue of any action
9 respecting this Agreement shall be in the Superior Court of the State of Washington in and for the
10 County of Grant.

11 I. CR 2A. This Agreement is intended and shall be construed as a CR 2A Stipulation,
12 and shall be construed and enforced by the Superior Court of the State of Washington in and for the
13 County of Grant as such.

14 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates shown
15 below.

17
18 By: Kris Dexter
19 Kris Dexter

20 Date: 1-24-2014

21 By: Teresa Dexter
22 Teresa Dexter

23 Date: 1-24-2014

PELICAN POINT COMMUNITY ASSOC.

17
18 By: Elton Miller
19 Elton Miller, President

20 Date: 2-11-2014

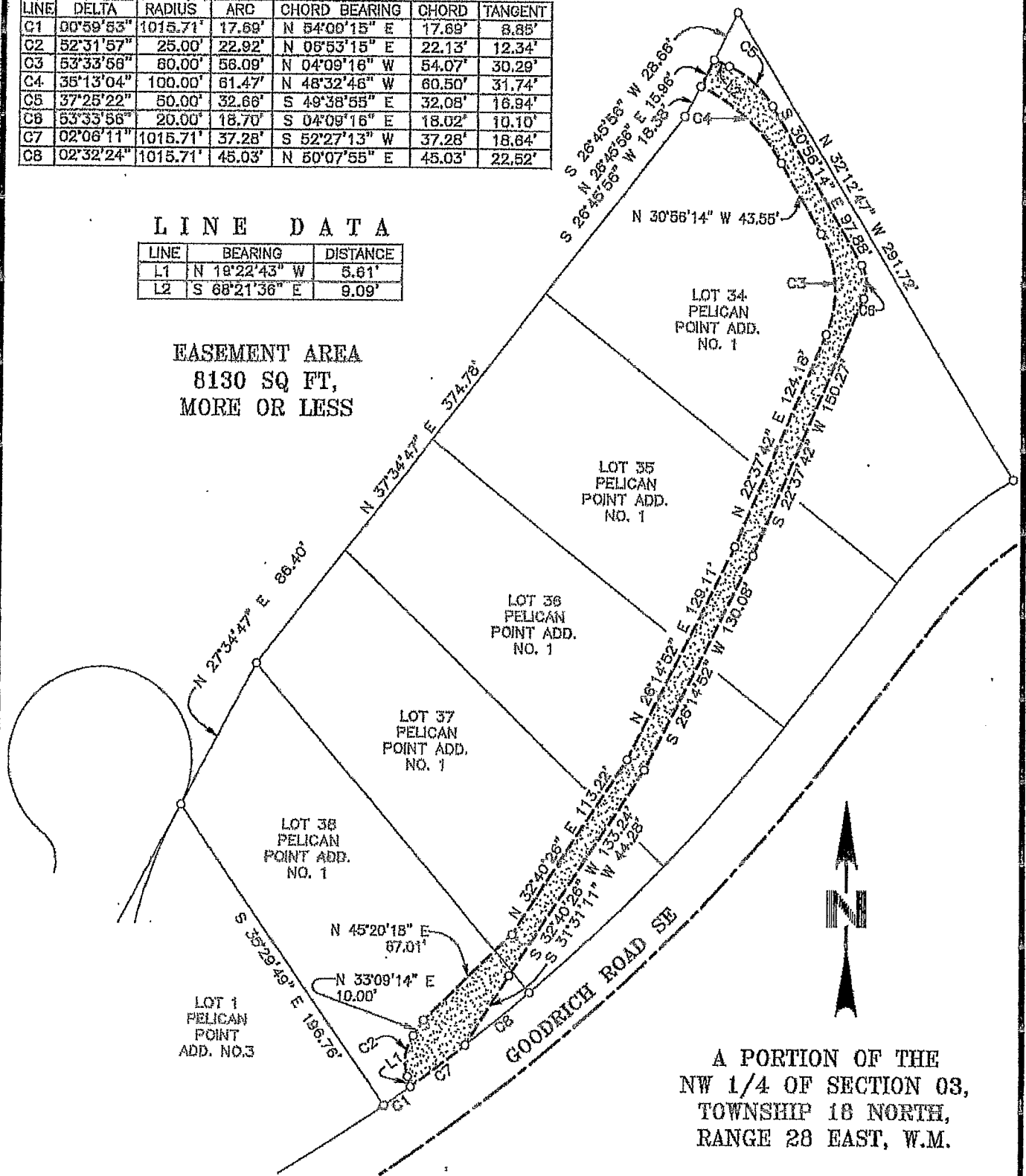
C U R V E D A T A

LINE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	00°59'53"	1015.71'	17.69'	N 54°09'15" E	17.69'	8.85'
C2	52°31'57"	25.00'	22.92'	N 08°53'15" E	22.13'	12.34'
C3	53°33'56"	80.00'	58.09'	N 04°09'16" W	54.07'	30.29'
C4	35°13'04"	100.00'	61.47'	N 48°32'46" W	60.50'	31.74'
C5	37°25'22"	50.00'	32.66'	S 49°38'55" E	32.08'	16.94'
C6	53°33'56"	20.00'	18.70'	S 04°09'16" E	18.02'	10.10'
C7	02°06'11"	1015.71'	37.28'	S 52°27'13" W	37.28'	18.64'
C8	02°32'24"	1015.71'	45.03'	N 50°07'55" E	45.03'	22.52'

L I N E D A T A

LINE	BEARING	DISTANCE
L1	N 18°22'43" W	8.81'
L2	S 68°21'36" E	9.09'

EASEMENT AREA
8130 SQ FT,
MORE OR LESS



**WESTERN PACIFIC ENGINEERING
AND SURVEY, INC.**

A TERRA DEVELOPMENT SERVICES COMPANY
Pioneer Professional Center
1328 Hunter Place, Moses Lake, WA 98837
(509) 765-1023

**COMMUNITY ACCESS
TRAIL EASEMENT**



DRAWN BY: MH

DATE

WPE PROJECT #

Scale: 1" = N/A

CHECKED BY: RNS

OCT. 18, 2013

13128

PLATE NO.: 1

Trail Easement

Access easement across that portion of Lots 34, 35, 36, 37 and 38 of Pelican Point Addition No. 1 recorded under Grant County Auditor's File Number 249417 on July 6, 1955; more particularly described as follows:

Commencing at the most westerly corner of said Lot 38; thence South $35^{\circ}29'49''$ East, coincident with the southwesterly boundary line of said Lot 38, a distance of 196.76 feet to the most southerly corner of said Lot 38 and to a left curve concave to the northwest; said course is a radial line to said left curve; thence northeasterly along said curve coincident with the southeasterly boundary line of said Lot 38 a distance of 17.69 feet, having a radius of 1051.71 feet and a central angle of $00^{\circ}59'53''$ to the Point of Beginning;

Thence continuing northeasterly along said left curve, coincident with the southeasterly boundary line of said Lot 38 a distance of 37.28 feet, having a radius of 1051.71 feet and a central angle of $2^{\circ}06'11''$; thence North $31^{\circ}31'11''$ East, a distance of 44.28 feet; thence North $32^{\circ}40'26''$ East, a distance of 133.24 feet; thence North $26^{\circ}14'52''$ East, a distance of 130.08 feet; thence North $22^{\circ}37'42''$ East, a distance of 150.27 feet to the beginning of a curve tangent to said line; thence northeasterly, northerly and northwesterly a distance of 18.70 feet along the curve concave to the west, having a radius of 20.00 feet and a central angle of $53^{\circ}33'56''$; thence North $30^{\circ}56'14''$ West tangent to said curve, a distance of 97.88 feet to the beginning of a curve tangent to said line; thence northwesterly and westerly a distance of 32.66 feet along the curve concave to the southwest, having a radius of 50.00 feet and a central angle of $37^{\circ}25'22''$; thence North $68^{\circ}21'36''$ West tangent to said curve, a distance of 9.09 feet to a point on a northwesterly boundary line of said Lot 34; said point bears South $26^{\circ}45'56''$ West, coincident with a northwesterly boundary line of said Lot 34, a distance of 28.66 feet from the most northerly corner of said Lot 34; thence South $26^{\circ}45'56''$ West, coincident with a northwesterly boundary line of said Lot 34, a distance of 15.96 feet to a point of cusp on a curve concave to the southwest having a radius of 100.00 feet and a central angle of $35^{\circ}13'04''$ and being subtended by a chord which bears South $48^{\circ}32'46''$ East 60.50 feet; thence southeasterly along said curve, a distance of 61.47 feet; thence South $30^{\circ}56'14''$ East tangent to said curve, a distance of 43.55 feet to the beginning of a curve tangent to said line; thence southeasterly, southerly and southwesterly a distance of 56.09 feet along the curve concave to the west, having a radius of 60.00 feet and a central angle of $53^{\circ}33'56''$; thence South $22^{\circ}37'42''$ West tangent to said curve, a distance of 124.18 feet; thence South $26^{\circ}14'52''$ West, a distance of 129.11 feet; thence South $32^{\circ}40'26''$ West, a distance of 113.22 feet; thence South $45^{\circ}20'18''$ West, a distance of 67.01 feet; thence South $33^{\circ}09'14''$ West, a distance of 10.00 feet to the beginning of a curve tangent to said line; thence southwesterly and southerly a distance of 22.92 feet along the curve concave to the east, having a radius of 25.00 feet and a central angle of $52^{\circ}31'57''$; thence South $19^{\circ}22'43''$ East tangent to said curve, a distance of 5.61 feet to the Point of Beginning.

EXHIBIT B

Containing 0.187 ACRES, more or less.

**DEXTER/PELICAN POINT
EASEMENT AGREEMENT
(Roadway)**

THIS AGREEMENT is made this 1-24, 2014, and is between KRIS DEXTER AND TERESA DEXTER, husband and wife ("Dexter") and Pelican Point Community Association, a Washington nonprofit corporation ("PPCA").

RECITALS

WHEREAS, Dexter is the owner of certain real property situated in Grant County, State of Washington, more particularly described as follows and hereinafter referred to as the "Dexter Property," to-wit:

Lots 34, 35, 36, 37, and 38 of Pelican Point Addition Number 1 as per plat thereof recorded in Volume 6 of Plats, page 32, records of Grant County, Washington.

WHEREAS, PPCA is the owner of certain real property situated in Grant County, State of Washington more particularly described as follows and hereinafter referred to as the "PPCA Property," to-wit:

Lot 149, Pelican Point Addition Number 1, as per plat thereof recorded in Volume 6 of Plats, page 32, records of Grant County, Washington.

WHEREAS, on November 14, 2002, the Superior Court of the State of Washington in and for the County of Grant entered in Grant County cause No. 01-2-00180-5 a judgment (the "Judgment"), a copy of which is attached as Exhibit A, in which the Court created an easement benefitting the PPCA Property and burdening the Dexter Property. The easement shall hereafter be referred to as "Easement";

WHEREAS, the Judgment did not describe the width of the Easement, its precise location, or its scope;

WHEREAS, Dexter and PPCA commenced litigation to resolve various issues concerning the Easement;

WHEREAS, Dexter and PPCA desire to resolve all issues regarding the Easement, including but not limited to the ambiguities concerning the width, location and scope of the Easement. This shall be accomplished by Dexter granting the easement described in this instrument and by the parties mutually agreeing to extinguish the Easement described in the Judgment attached as Exhibit A;

EXHIBIT C

NOW THEREFORE,

WITNESSETH:

FOR AND IN CONSIDERATION of the above recitals, the covenants, terms and conditions hereinafter contained and other good and valuable consideration, Dexter and PPCA agree as follows:

1. Dexter grants to PPCA a perpetual, appurtenant, nonexclusive easement solely for ingress to and egress from the PPCA Property. The easement shall benefit Lot 149, Pelican Point Addition Number 1, as per plat thereof recorded in Volume 6 of Plats, page 32, records of Grant County, Washington and shall be over and across and burden the following described property:

Access easement across that portion of Lots 34, 35, 36, 37 and 38 of Pelican Point Addition No. 1 recorded under Grant County Auditor's File Number 249417 on July 6, 1955; more particularly described as follows:

Commencing at the most westerly corner of said Lot 38; thence South $35^{\circ}29'49''$ East, coincident with the southwesterly boundary line of said Lot 38, a distance of 196.76 feet to the most southerly corner of said Lot 38 and to a left curve concave to the northwest; said course is a radial line to said left curve; thence northeasterly along said curve coincident with the southeasterly boundary line of said Lot 38 a distance of 17.69 feet, having a radius of 1051.71 feet and a central angle of $00^{\circ}59'53''$ to the Point of Beginning;

Thence continuing northeasterly along said left curve, coincident with the southeasterly boundary line of said Lot 38 a distance of 37.28 feet, having a radius of 1051.71 feet and a central angle of $2^{\circ}06'11''$; thence North $31^{\circ}31'11''$ East, a distance of 44.28 feet; thence North $32^{\circ}40'26''$ East, a distance of 133.24 feet; thence North $26^{\circ}14'52''$ East, a distance of 130.08 feet; thence North $22^{\circ}37'42''$ East, a distance of 150.27 feet to the beginning of a curve tangent to said line; thence northeasterly, northerly and northwesterly a distance of 18.70 feet along the curve concave to the west, having a radius of 20.00 feet and a central angle of $53^{\circ}33'56''$; thence North $30^{\circ}56'14''$ West tangent to said curve, a distance of 97.88 feet to the beginning of a curve tangent to said line; thence northwesterly and westerly a distance of 32.66 feet along the curve concave to the southwest, having a radius of 50.00 feet and a central angle of $37^{\circ}25'22''$; thence North $68^{\circ}21'36''$ West tangent to said curve, a distance of 9.09 feet to a point on a northwesterly boundary line of said Lot 34; said point bears South $26^{\circ}45'56''$ West, coincident with a northwesterly boundary line of said Lot 34, a distance of 28.66 feet from the most northerly corner of said Lot 34; thence South $26^{\circ}45'56''$ West, coincident with a northwesterly boundary line of said Lot 34, a distance of 15.96 feet to a point of cusp on a curve concave to the southwest having a radius of 100.00 feet and a central angle of $35^{\circ}13'04''$ and being subtended by a chord which bears South $48^{\circ}32'46''$ East 60.50 feet; thence

southeasterly along said curve, a distance of 61.47 feet; thence South 30°56'14" East tangent to said curve, a distance of 43.55 feet to the beginning of a curve tangent to said line; thence southeasterly, southerly and southwesterly a distance of 56.09 feet along the curve concave to the west, having a radius of 60.00 feet and a central angle of 53°33'56"; thence South 22°37'42" West tangent to said curve, a distance of 124.18 feet; thence South 26°14'52" West, a distance of 129.11 feet; thence South 32°40'26" West, a distance of 113.22 feet; thence South 45°20'18" West, a distance of 67.01 feet; thence South 33°09'14" West, a distance of 10.00 feet to the beginning of a curve tangent to said line; thence southwesterly and southerly a distance of 22.92 feet along the curve concave to the east, having a radius of 25.00 feet and a central angle of 52°31'57"; thence South 19°22'43" East tangent to said curve, a distance of 5.61 feet to the Point of Beginning.

Containing 0.187 ACRES, more or less.

(the "Easement Area").

2. The use of the Easement Area is limited in scope to the PPCA, its members and the members' intermittent/occasional guests; provided, however, only those PPCA members who reside in the following described subdivisions, and the intermittent/occasional guests of those PPCA members who reside in the following described subdivisions, may utilize the easement; to-wit:

Lots 1 through 147, Pelican Point Addition No. 1 as per the plat thereof recorded in Volume 6 of Plats, page 32, records of Grant County, Washington.

Lots 1 through 10 of Pelican Point Addition No. 2 as per plat thereof recorded in Volume 11 of Plats, page 23, records of Grant County, Washington.

Lots 1 through 23 of Pelican Point Addition No. 3 as per plat thereof recorded in Volume 12 of Plats, page 30, records of Grant County, Washington.

Lots 1 through 32, Pelican Point No. 4 as per plat thereof recorded in Volume 13 of Plats, page 10, records of Grant County, Washington.

PPCA members who reside in other subdivisions, including but not limited to Sand Castle Estates and Desert Ridge, shall not be allowed to utilize the Easement Area.

3. The easement herein created shall inure to, be for the benefit of and inseparably appurtenant to the PPCA Property and shall burden the Dexter Property. The easement shall

bind and inure to the detriment of the heirs, assigns and successors-in-interest of Dexter to the same extent that Dexter is bound.

4. PPCA shall, at its sole cost and expense, be responsible for the maintenance and repair of the Easement Area.

5. The parties acknowledge and agree that Dexter has constructed a drainage system on the Dexter Property outside of the Easement Area. The drainage system consists of ditches and drains. The function of the drainage system is to prevent percolating water from damaging Dexter's property, to provide Dexter with more "dry" land, and to reduce the amount of surface water on the Easement Area. If in the future percolating ground water on Dexter's property begins running over or across the Easement Area and adversely impacts the PPCA's ability to use the Easement Area for ingress/egress, the PPCA may seek Dexter's permission to repair, improve or enhance the drainage system that is located outside of the Easement Area. Dexter shall not unreasonably withhold his permission or consent from PPCA to repair, improve, or enhance Dexter's drainage system. However, any repair, improvement, or maintenance PPCA performs on the drainage system cannot adversely impact the Dexter Property.

5. The easement granted herein is intended to replace that certain easement created by the Judgment attached as Exhibit A and to dispose of any and all prescriptive easement claims PPCA may have. Accordingly, the easement created by the Judgment attached as Exhibit A is hereby extinguished and shall be of no further force or effect.

6. In the event either party hereto institutes any action to enforce the provisions of this Easement Agreement or for any cause arising out of this Easement Agreement, the prevailing party in such action shall be entitled to reimbursement by the losing party for all of its court costs and reasonable attorneys' fees and fees or costs normally charged or advanced by such attorneys for items such as reports, photocopies, telephone tolls, mileage, travel, boarding, expert fees, accounting fees or other advanced costs and fees, including such costs and fees that are incurred on appeal and in the enforcement of any judgment. In the event it is reasonably necessary for either party to employ counsel or incur expense, in or out of court in any bankruptcy or reorganization proceedings, to enforce, establish or protect such party's rights hereunder, such party who prevails therein or so protects or establishes such party's rights hereunder shall be entitled to recover all reasonable attorneys' fees and expenses so incurred. All payments and reimbursements required by this paragraph shall be due and payable on demand and may be offset against any sums owed to the party so liable in order of maturity and shall bear interest at the rate of twelve percent (12%) per annum from the date of demand to and including the date of collection or the due date of any sum against which the same is offset, as the case may be.

7. Time is specifically declared to be of the essence of this agreement and of the payment of all sums and the performance of all acts required to be done and performed by the parties hereto.

8. In the event any portion of this Easement Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof.

9. The parties intend for this easement to be perpetual and appurtenant and thus the rights, duties and obligations of the parties hereto shall inure to the benefit of and be binding upon their successors-in-interest.

10. In the event this Easement Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this agreement shall be laid in Grant County, Washington.

IN WITNESS WHEREOF, the parties have signed and delivered this agreement the day and year first above written.

PELICAN POINT COMMUNITY ASSOCIATION

By: Kris Dexter
Kris Dexter

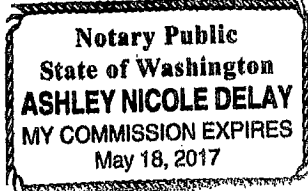
By: Teresa Dexter
Teresa Dexter

By: Elton Miller
Name: Elton Miller
Title: President

STATE OF WASHINGTON)
) ss.
County of GRANT)

I certify that I know or have satisfactory evidence that KRIS DEXTER and TERESA DEXTER, husband and wife, are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 24 day of January, 2014.



Ashley Delay
(Signature)
Notary Public in and for the State of Washington
Residing at Washington Federal
My appointment expires: May 18, 2017

STATE OF WASHINGTON)
) ss.
COUNTY OF GRANT)

On this 14 day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Elton Miller, to me known to be the President of PELICAN POINT COMMUNITY ASSOCIATION, the corporation that executed the foregoing instrument, and acknowledged the foregoing 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 on behalf of said corporation.

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



Sarah Schoenwald
(Signature)
Notary Public in and for the State of Washington
Residing at Moses Lake, WA Grant Co.
My appointment expires: 11/18/15

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FILED
BY KENNETH O. KUNES, CLERK DEPUTY
NOV 14 2002
RECORDED IN _____
VOLUME _____ PAGE _____

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF GRANT

PELICAN POINT COMMUNITY;
ASSOCIATION, a Washington non-profit
Corporation,

NO. 01-2-00180-5

Plaintiff,

JUDGMENT

vs.

KRIS DEXTER and THERESA DEXTER,
husband and wife,

Defendants.

THIS MATTER having come on for trial on February 13-14, 2002, and September 5, 2002; before the Honorable John M. Antosz, and the Plaintiff, Pelican Point Community Association, appearing through its President, Alan White, and its attorney, Christopher F. Ries, and the Defendants, Kris Dexter and Theresa Dexter, appearing through Kris Dexter and their attorney, Michael Rex Tabler, and the Court having entered its Findings of Fact and Conclusions of Law; NOW THEREFORE;

IF IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Pelican Point Community Association and its members, guests, heirs, successors and assigns are granted a perpetual, mutual and non-exclusive easement for ingress and egress over, across and along the following described real property:

NO. 01-2-00180-5
JUDGMENT
Page 1

RIES LAW FIRM
CHRISTOPHER F. RIES
312 BALSAM, SUITE D
MOSES LAKE, WA 98837
(509) 765-4437
FAX 765-4491

EXHIBIT A

1 Lots 34, 35, 36, 37 and 38 of Pelican Point Addition Number 1, as per Plat
 2 thereof recorded in Volume 6 of Plats, page 32, records of Grant County,
 3 Washington:

4 Said easement shall be located on the Existing Private Road as reflected on the survey map attached
 5 hereto as Exhibit "A." Pelican Point Community Association and its heirs, successors and assigns shall
 6 be entitled to maintain the road including, but not limited to, leveling and graveling to prevent ruts and
 7 installation of drainage improvements, including ditches, pipes and culverts if necessary to maintain a road
 8 that does not have natural spring water running over it. The easement runs with, is for the benefit of and
 9 is inseparably appurtenant to Lot 149, Pelican Point Addition Number 1, as per Plat thereof recorded in
 10 Volume 6 of Plats, page 32, records of Grant County, Washington.

11 2. All other claims by Pelican Point Community Association as against Kris R. Dexter and
 12 Theresa Dexter are denied and dismissed with prejudice.

13 3. Kris R. Dexter and Theresa Dexter, husband and wife, are awarded title by adverse
 14 possession to that portion of Lot 149, Pelican Point Addition Number 1, as per Plat thereof recorded in
 15 Volume 6 of Plats, page 32, records of Grant County, Washington which is located between the high
 16 water line of Moses Lake, i.e. elevation 1,047+/- feet, and the northwesterly boundaries of Lots 35, 36,
 17 37 and 38 of Pelican Point Addition Number 1, as per Plat thereof recorded in Volume 6 of Plats, page
 18 32, records of Grant County, Washington, and Lot 1, Pelican Point Addition Number 3, as per Plat
 19 thereof recorded in Volume 12 of Plats, pages 30-32, records of Grant County, Washington. Lots 35,
 20 36, 37 and 38, Pelican Point Addition No. 1 and Lot 1, Pelican Point Addition No. 3, are deemed to be
 21 waterfront lots which extend to, and are bordered by, the high water line of Moses Lake, Washington, i.e.,
 22 elevation 1,047+/- feet, as illustrated in the survey map attached hereto as Exhibit "A."

23 4. All other claims of Kris R. Dexter and Theresa Dexter as against Pelican Point Community
 24 Association are denied and dismissed with prejudice.

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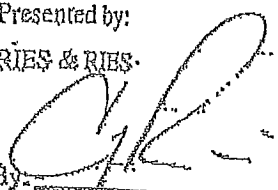
DONE IN OPEN COURT this 14th day of November 2002.

JOHN ANTOSZ


Judge/Court Commissioner

Approved as to form and content,
Notice of presentment waived.

Presented by:
RIES & RIES



By: _____
Christopher F. Ries, WSEA #23584
Attorneys for Plaintiff


By: _____
Michael R. Table, WSEA #6047
Attorneys for Defendants