

RECORD & RETURN TO:



KEVIN FARRELL
7210 S. MABLE ROAD
CHENEY, WA 99004

PRIVATE DRIVEWAY EASEMENT

GRANTORS POS Development Company, Inc.
GRANTEES Qualchan L.I.D. Homeowners Association & Future Owners of
Servient Properties
ABBREV LEGAL: Overlook at Qualchan Third Add PUD
TAX PARCEL NO.: 34062.2103, 34062.2104, 34062.2106, 34062.2107, 34062.2108,
34062.2109, 34062.2110, 34062.2111, 34062.2112, 34062.2113,
34602.2114, 34062.2115, 34065.2116, 34065.2118, 34065.2304

This Private Driveway Easement (Easement) is made and entered into this ___ day of May, 2008, by P.O.S. Development Company, Inc., a Washington Corporation, who is granting the easement across its property.

WITNESSETH:

WHEREAS, the Grantor is the owner of certain real estate (the "Property") located in Spokane County, the legal description of which is:

LOTS 6-17, BLOCK 2 of "OVERLOOK AT QUALCHAN THIRD ADDITION, PUD", according to the plat thereof recorded in Book 33 of Plats as Pages 57-60 in the Auditor's office of Spokane County, Washington.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived by the parties hereto, the adequacy and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

DECLARATION OF DRIVEWAY EASEMENT - 1

R. E. Excise Tax Exempt
Date 6/3 2008
Spokane County Treas.
By CLR

1. The Grantor hereby declares, grants and conveys a perpetual, non-exclusive easement for the purpose of constructing, improving, repairing, cleaning and maintaining a roadway for ingress, egress and related improvements, on, over, under and across an easement twenty-four (24) feet in width as legally described on attached Exhibit "A" and incorporated herein by this reference as though fully set forth herein.

2. The owners of the Property served by the easement driveway shall keep the common driveway free and clear for motor vehicle use and maintain and repair the common roadway in a workmanlike and reasonable manner so that motor vehicles will always be able to use the common driveway without undue inconvenience. The maintenance and repair of the roadway shall include, but not be limited to, grading, replenishment of gravel, filling of potholes, plowing with reasonable prudence when it snows, repairing breakage or damage to the road surface and the like, as well as repair and maintenance of any ditches and culverts as needed to ensure proper drainage of surface water. All costs of said maintenance and repair shall be shared by the Lot owners in accordance with the terms of the Declaration of Covenants, Conditions and Restrictions for Overlook At Qualchan and Overlook Village, as recorded under auditor no. 4561863.

3. The driveway easement shall be managed by the Qualchan L.I.D. Homeowners Association under the terms of the Declaration of Covenants, Conditions and Restrictions for Overlook At Qualchan and Overlook Village, as recorded under auditor no. 4561863.

4. It is agreed and acknowledged by Grantor, its heirs, successors and assigns, that the driveway easement shall remain open at all times for emergency and public service access. Further, the Grantor acknowledges that Spokane County has no responsibility to build, improve, maintain or

DECLARATION OF DRIVEWAY EASEMENT - 2

otherwise service the private driveway and associated appurtenances contained within, or to provide service to the properties described herein. By accepting this driveway road or subsequently by allowing a building permit to be issued for property served by the driveway easement, Spokane County assumes no obligation for said driveway road and the Grantor hereby acknowledges that Spokane County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on this access roads or their associated appurtenances.

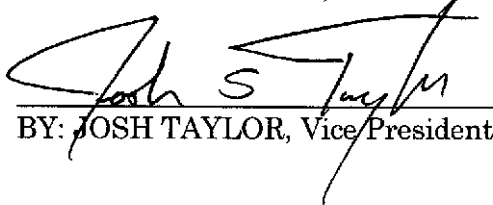
5. The parties further agree that this shall be an appurtenant easement that shall run with the land and shall be binding upon the successors, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have set their hand this 3 day of June, 2008.

POS DEVELOPMENT COMPANY, INC.



BY: KEVIN FARRELL, President

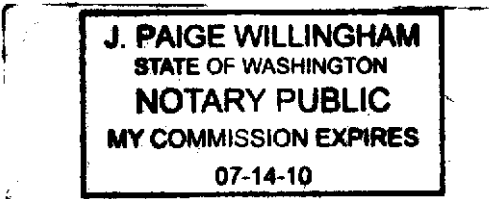


BY: JOSH TAYLOR, Vice President

STATE OF WASHINGTON)
 : ss.
County of Spokane)

I certify that I know or have satisfactory evidence that KEVIN FARRELL is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the President of POS Development, Inc., to be free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.

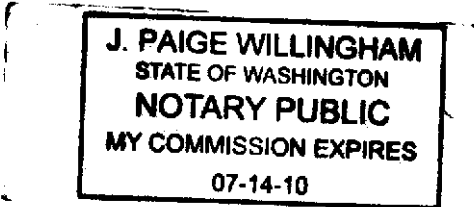


J. Paige Willingham
Notary Public in and for the State of Washington. Residing at Spokane
My appointment expires 7.14.10

STATE OF WASHINGTON)
 : ss.
County of Spokane)

I certify that I know or have satisfactory evidence that JOSHUA S. TAYLOR is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledged it as the Vice President of POS Development, Inc., to be free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal the day and year last above written.



J. Paige Willingham
Notary Public in and for the State of Washington. Residing at Spokane
My appointment expires 7.14.10

Ex. "A"

DRIVEWAY EASEMENT

A DRIVEWAY EASEMENT LOCATED IN A PORTION OF "OVERLOOK AT QUALCHAN THIRD ADDITION, PUD" ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 33 OF PLATS AS PAGES 57-60 IN THE AUDITOR'S OFFICE OF SPOKANE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 12 FEET OF LOT 3, BLOCK 2 OF SAID PLAT.

TOGETHER WITH THE WESTERLY 12 FEET OF LOT 4, BLOCK 2 OF SAID PLAT.

TOGETHER WITH THE PORTION OF TRACTS B AND C LYING 12 FEET EACH SIDE OF THE CENTERLINE OF THE AS CONSTRUCTED DRIVEWAY.

TOGETHER WITH THE SOUTHWESTERLY 10 FEET OF LOTS 6, 7, AND 8, BLOCK 2 OF SAID PLAT.

TOGETHER WITH THE SOUTHERLY 20 FEET OF LOTS 9, 10, 11, 12, AND 13, BLOCK 2 OF SAID PLAT.

TOGETHER WITH THE SOUTHWESTERLY PORTION OF LOT 14, BLOCK 2 OF SAID PLAT LYING 12 FEET EACH SIDE OF THE CENTERLINE OF THE AS CONSTRUCTED DRIVEWAY.



Exhibit "A" 1 of 1