

AGREEMENT FOR EASEMENT

THIS AGREEMENT is made and entered into this 8 day of September, 1998, by and between FOREST CREEK ASSOCIATION OF APARTMENT OWNERS, a Washington nonprofit corporation (the "Association"), and FOREST CREEK FOUNTAINS, LLC, a Washington limited liability company (the "Company").

RECITALS

- A. The Association is the condominium owners' association of Forest Creek, a Washington condominium ("Forest Creek").
- B. The Company is the declarant under the declaration creating the Pebble Creek Condominium, a Washington condominium ("Pebble Creek").
- C. Forest Creek and Pebble Creek are contiguous and have been developed in such a manner that a portion of the Forest Creek property has been and is to remain available for access, vehicular parking and utilities serving the apartments that have been converted to Pebble Creek (the "Easement Rights").
- D. The Association and the Company desire to execute and record an easement (the "Easement Agreement") which reflects the Easement Rights and to enable the Company to include the Easement Rights in the condominium declaration for Pebble Creek and to create limited common elements for certain units in Pebble Creek for vehicular parking.
- E. The Company has agreed to certain considerations to benefit the Association and the unit owners in Forest Creek in return for the Easement Rights and the parties desire to evidence the same in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Association and the Company agree as follows:

1. Grant of Easement. The Association agrees to grant the Easement Rights for that portion of the Forest Creek property described in Exhibit A attached hereto (the "Easement Area") to the Company and for the benefit of the unit owners at Pebble Creek and their respective tenants, successors, licensees, invitees and assigns. No charge shall be made for the Easement Agreement beyond the considerations set forth in this Agreement. The Easement Rights shall be set forth in the Easement Agreement in the form attached hereto as Exhibit B.

2. Board Member's Liability. The Company agrees to accept the Easement Rights and in doing so, acknowledges that no member of the board of directors or any officer of the Association shall have any personal liability with respect to the granting of the Easement Rights.

3. Surface Improvements. The Company agrees to promptly resurface and restripe the Easement Area at its sole cost and expense. Subject to delays beyond the Company's control, such resurfacing and restriping shall be completed by September 30, 1998.

4. Swimming Pool Access. The Pebble Creek condominium declaration enables the owners and tenants of units in Forest Creek to use the swimming pool at Pebble Creek. The Company agrees that subject to closures caused by acts of God or other reasons beyond its control, and so long as Forest Creek and Pebble Creek continue to be used for residential purposes, the swimming pool in Pebble Creek shall be open from Memorial Day to Labor Day each year for at least ten (10) years after the date the Easement Agreement is recorded, and the owners or tenants of units in Forest Creek shall have access thereto on the same terms and subject to the same rules and restrictions as are applicable from time to time to the owners or tenants of the units in Pebble Creek; provided, however, no charges or fees shall be assessed against the owners or tenants of the units in Forest Creek for defraying the costs of insuring, maintaining, refurbishing, repairing, equipping, operating, securing or supervising the swimming pool during said ten (10) year period.

5. Reimbursement of Fees. Immediately upon its receipt of the Easement Agreement properly executed and acknowledged by the Association, the Company shall reimburse the Association for One Thousand Dollars (\$1,000) of its attorneys' fees incurred in connection with the negotiation and documentation of this Agreement and the Easement Agreement.

6. Entire Agreement. This Agreement supersedes all previous written and oral negotiations and discussions with respect to the subject matter of these presents. This Agreement, together with the Easement Agreement, constitute the entire agreement of the parties hereto and may not be modified except through the execution of a subsequent agreement.

7. Counterparts. This Agreement may be executed in counterparts, both of which constitute one and the same contract.

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

FOREST CREEK ASSOCIATION OF
APARTMENT OWNERS,
a Washington nonprofit corporation

By: William A. Nikkila
Printed Name: William A. Nikkila
Title: President

FOREST CREEK FOUNTAINS, LLC,
a Washington limited liability company

By: Moore Clear Co.,
an Oregon corporation
Its Member

By: Kenneth L. Bush
Printed Name: Kenneth L. Bush
Title: V.P. Sec

By: Kenneth J. Bush
Kenneth J. Bush
Its member