

Civil Division. The final agreement has been reviewed by Public Works for compliance with County access requirements.

ATTACHMENTS: (Documents you are submitting to the Board)
(1) Signed Private Drive Agreement (Olsen/Pardini/Moore)

HANDLING / ROUTING: To the Clerk of the Board: To Planning:

I certify the above information is accurate and complete.

Derrick Braaten *Derrick Braaten*

WHEN RECORDED RETURN TO:
Walker Heye Meehan & Eisinger, PLLC
1333 Columbia Park Trail, Suite 220
Richland, WA 99352

PRIVATE DRIVE AGREEMENT

Parties: Lynn Olsen and Julie Olsen, husband and wife
Manuel Pardini and Gloria Pardini, husband and wife
Tom Moore and Kathleen Moore, husband and wife
Abbreviated Legal Description: Ptn Farm Unit 10 First Revision of Farm Unit Plat,
Irrigation Block 1, Columbia Basin Project
Additional Legal Description: Exhibit A & B
Assessor's Tax Parcel ID Number: 126-200-146; 126-200-155

This Agreement is entered into this 8th day of June, 2019, by and between LYNN OLSEN and JULIE OLSEN ("Olsen"), MANUEL PARDINI and GLORIA PARDINI ("Pardini") and TOM MOORE and KATHLEEN MOORE ("Moore"), and collectively referred to as the "Parties".

WHEREAS, Pardini and Moore have made application for a short plat with Franklin County Planning Commission with respect to certain real property shown and located on Exhibit "A" (Parcel No. 126-200-146), and;

WHEREAS, as part of the platting application Pardini and Moore have sought to use a private road and access easement shown on Short Plat 77-33 to serve the proposed short plat subdivision; and

WHEREAS, Olsen, fee owner of the real property described on Exhibit "B" (Parcel No. 126-200-155), has raised objection to this application to the extent that it authorizes use of the private driveway and utility easement including the possibility that such utilization would be for the benefit of the general public, and;

WHEREAS, the Parties wish to reach an agreement recognizing the private nature of the easement proposed for Pardini/Moore's utilization, recognizing also a desire to accommodate limited use of the private roadway and utility easement under the terms and conditions set forth herein.

NOW THEREFORE, IT IS AGREED:

1. Authorization for Use. Pardini and Moore shall be authorized to utilize, on a non-exclusive basis, the private driveway and utility easement shown on Short Plat 77-33 (hereinafter "Private Drive") for vehicular and pedestrian access to single family residences to be constructed on Lots 1, 2, and 3 of the proposed short plat. The Private Drive shall not be used for farm-related operations including, without limitation, ingress or egress for farming equipment.

2. Future Improvements. Olsen may in his sole discretion determine to upgrade the current condition of the Private Drive to include asphalt or concrete paving which upgrades shall be at his sole cost and expense; provided if there are any upgrades required by the County in connection with County approval of Preliminary Short Plat 2019-03, such improvements shall be at the sole cost and expense of Moore and Pardini. If, following approval of Preliminary Short Plat 2019-03, the County requires further improvements to the Private Drive, the parties shall share equally in such expense.

3. Relocation of Access. Olsen may in his sole discretion determine to relocate the Private Drive to physically abut the South boundary line of the Pardini/Moore property at his sole cost and expense. If Olsen elects to relocate the Private Drive, Pardini and Moore's right to use the existing Private Drive shall transfer upon the completion of construction to a gravel drive 30 feet in width along and abutting the South boundary line of the Pardini/Moore property. In the event improvements to the relocated Private Drive not contemplated in this section are necessary for County approval, any such improvements shall be at the sole cost and expense of Moore and Pardini.

4. Installation of Access Gate. At such time as Olsen desires he is authorized to install at street frontage an access gate, in which access coding shall be provided to Pardini and Moore for use by Pardini and Moore, their guests and invitees. Pardini and Moore further authorize and agree to the installation of a barrier upon Pardini/Moore property on the North end of the future gate to minimize drive-arounds. Pardini and Moore agree to cooperate in the drafting and execution of any necessary documents to facilitate the construction of the contemplated barrier.

5. Termination. Pardini and Moore's use of the Private Drive shall terminate at such time as Lot 4 is further subdivided or otherwise developed (in whole or in part). A restrictive covenant consistent with this provision shall be recorded against the Moore/Pardini plat.

6. Joint Maintenance. So long as the Private Drive remains in its current graveled condition, the Parties shall participate equally in its necessary maintenance, care and upkeep.

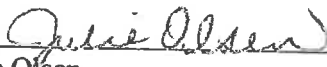
7. Successors and Assigns. This agreement is binding upon the heirs, successors and assigns of all parties.

8. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.


9. Dispute Resolution. In the event of any claims or disputes arising out of this agreement, the parties hereby agree to submit the same to binding arbitration pursuant to RCW Chapter 7.04A, as supplemented herein, at a location to be mutually agreed upon in Franklin County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for the Franklin County Superior Court at the request of either party, after seven (7) days written notice to all other effected parties. The mandatory arbitration rules (MAR) as implemented in Franklin County Superior Court, shall be binding as to procedure. The substantially prevailing party in any such dispute shall be entitled to recover a reasonable attorney fee. The foregoing notwithstanding, the parties and their successors in interest agree that mediation should precede arbitration, and, if the arbitrator selected believes that good faith mediation has not occurred, the arbitrator, in the arbitrator's sole discretion can adjourn the arbitration proceedings until such time as mediation has been completed. Cost of mediation may be assessed by the arbitrator.



Lynn Olsen




Julie Olsen




Manuel Pardini



Gloria Pardini



Tom Moore



Kathleen Moore

STATE OF WASHINGTON)

County of Benton) ss.

I certify that I know or have satisfactory evidence that LYNN OLSEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 17th day of July, 2019.



Karol A. Melde
Notary Public in and for the State of
Washington, residing at Kennouich
My Commission Expires: 1-29-22

STATE OF WASHINGTON)

County of Benton) ss.

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

DATED this 10th day of July, 2019.

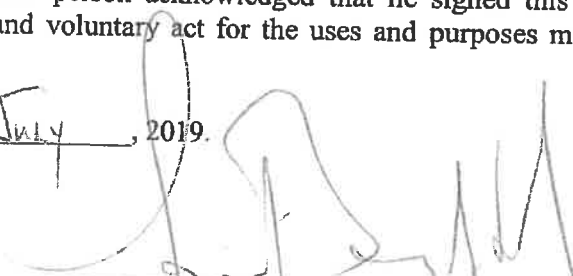


Karol A. Melde
Notary Public in and for the State of
Washington, residing at Kennouich
My Commission Expires: 1-29-22

STATE OF WASHINGTON)
) ss.
County of FRANKLIN)

I certify that I know or have satisfactory evidence that MANUEL PARDINI is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 5th day of JULY, 2019.




Notary Public in and for the State of
Washington, residing at DAYTON
My Commission Expires: 11-11-2021

STATE OF WASHINGTON)
) ss.
County of FRANKLIN)

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

DATED this 8th day of JULY, 2019.



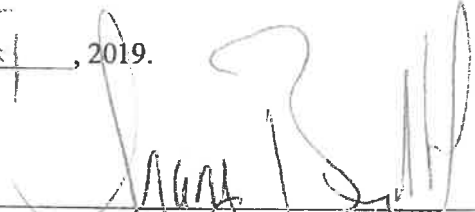
Notary Public in and for the State of
Washington, residing at DAYTON
My Commission Expires: 11-11-2019

STATE OF WASHINGTON)

County of Franklin) ss.

I certify that I know or have satisfactory evidence that TOM MOORE is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 8th day of July, 2019.



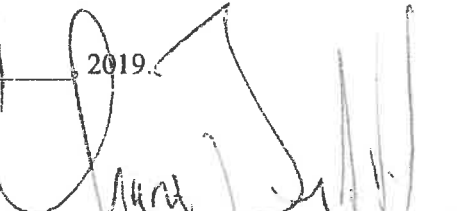
Notary Public in and for the State of
Washington, residing at DAYTON
My Commission Expires: 11-11-2021

STATE OF WASHINGTON)

County of Franklin) ss.

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

DATED this 8th day of July, 2019.



Notary Public in and for the State of
Washington, residing at DAYTON
My Commission Expires: 11-11-2021

EXHIBIT A

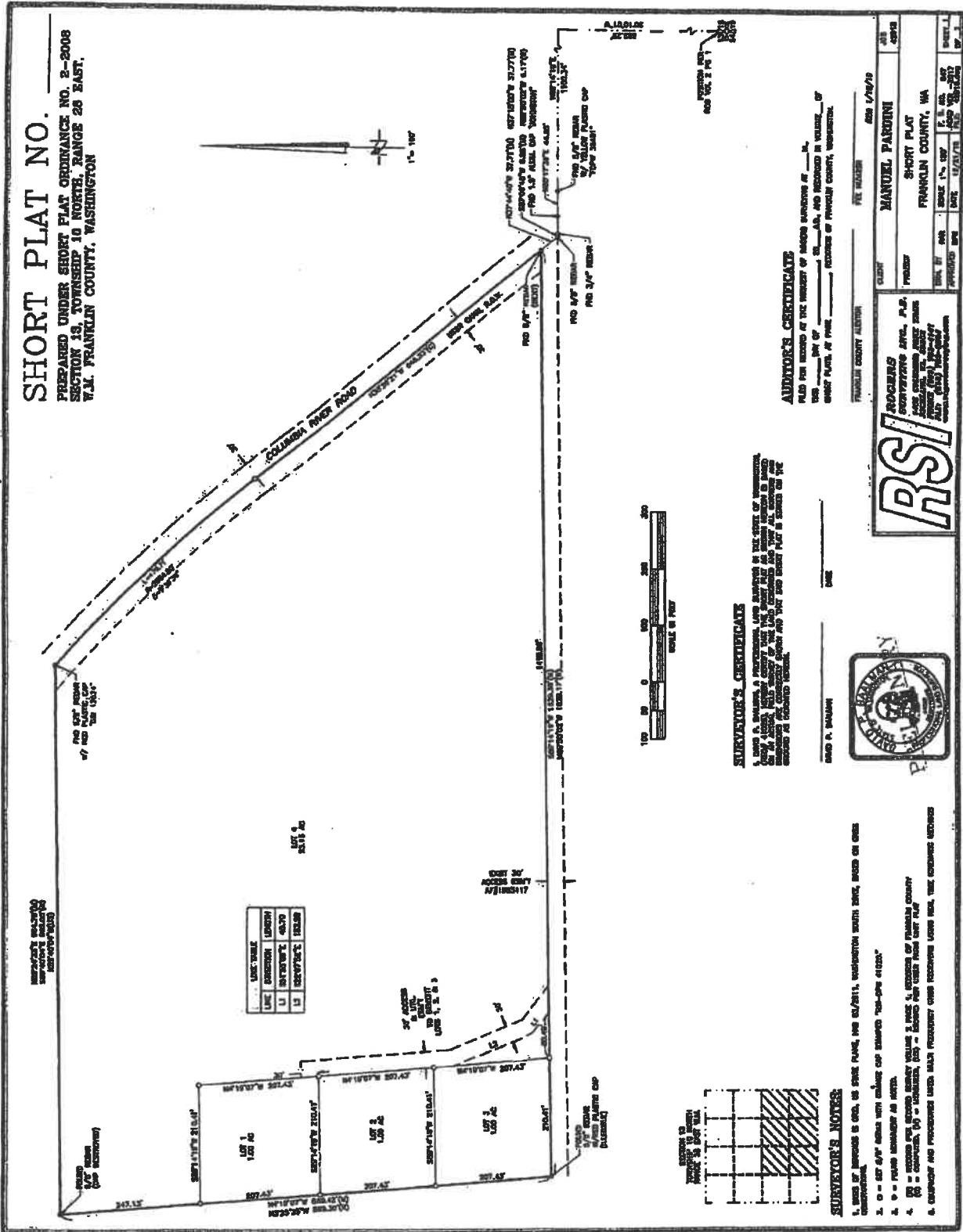
Tax Parcel No. 126-200-146

That portion of Farm Unit 10 First Revision of Farm Unit Plat, Irrigation Block 1, Columbia Basin Project, Washington, according to the Plat thereof recorded in Volume B of Farm Unit Plats, Page 79, records of Franklin County, Washington, lying Westerly of Columbia River Road, except that portion thereof lying South and West of the lines described as follows:

Beginning at the Southeast corner of Section 13, Township 10 North, Range 28 East, W.M.; Thence North $01^{\circ}05'40''$ East along the East line thereof 889.29 feet to the South line of said Farm Unit 10; Thence North $89^{\circ}50'02''$ West along the South line of said Farm Unit 10, a distance of 1182.48 feet; Thence North $37^{\circ}15'00''$ West 37.77 feet to the true point of beginning; Thence North $89^{\circ}50'02''$ West parallel with the South line of said Farm Unit 10 a distance of 1629.17 feet; Thence North $03^{\circ}25'35''$ West 869.30 feet to the North line of said Unit 10 and the terminus of said lines.

SHORT PLAT NO.

PREPARED UNDER SHORT PLAT ORDINANCE NO. 2-2008
SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST,
W.J. FRANKLIN COUNTY, WASHINGTON



| LINE | DESCRIPTION | LENGTH | BEARING |
|------|-------------|--------|----------------|
| 1 | SECTION 1 | 40.00 | S 89° 59' 59\" |
| 2 | SECTION 2 | 40.00 | S 89° 59' 59\" |

SURVEYOR'S CERTIFICATE

I, DAVID A. SHAWAN, a professional land surveyor in the State of Washington, County of Franklin, do hereby certify that the above plat is a correct and true representation of the survey as shown on the attached plan.

DAVID A. SHAWAN



AUDITOR'S CERTIFICATE

I, _____, Auditor of Franklin County, Washington, do hereby certify that the above plat is a correct and true representation of the survey as shown on the attached plan.

FRANKLIN COUNTY AUDITOR

RSI

RODGERS
SURVEYING, INC., P.A.
1000 UNIVERSITY AVENUE, SUITE 100
FRANKLIN COUNTY, WASHINGTON
PHONE: (509) 325-1111
FAX: (509) 325-1112
WWW.RSI-SURVEYING.COM

CLIENT: MANUEL PARDINI
PROJECT: SHORT PLAT
FRANKLIN COUNTY, WA
DATE: 12/17/11

SURVEYOR'S NOTES

1. THIS PLAT IS PREPARED UNDER SHORT PLAT ORDINANCE NO. 2-2008, SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.J. FRANKLIN COUNTY, WASHINGTON.
2. ALL DISTANCES ARE IN FEET.
3. ALL BEARINGS ARE TRUE BEARINGS.
4. THIS PLAT IS PREPARED UNDER SHORT PLAT ORDINANCE NO. 2-2008, SECTION 19, TOWNSHIP 10 NORTH, RANGE 28 EAST, W.J. FRANKLIN COUNTY, WASHINGTON.
5. ALL DISTANCES ARE IN FEET.
6. ALL BEARINGS ARE TRUE BEARINGS.

EXHIBIT B

Tax Parcel No. 126-200-155

Farm Unit 10, First Revision of Farm Unit Plat, Irrigation Block 1, according to the Plat thereof recorded in Volume B of Plats at Page 79, records of Franklin County, Washington, except that portion thereof platted as Short Plat 77-33 recorded in Volume 1 of Short Plats, Page 73, and except that portion lying North and East of the lines described as follows:

Beginning at the South East corner of Section 13, Township 10 North, Range 28 East, W.M.; Thence North $01^{\circ}05'40''$ East along the East line thereof, 889.29 feet to the South line of said Farm Unit 10; thence North $89^{\circ}50'02''$ West along the South line of said Unit 10, 1182.48 feet; thence North $37^{\circ}15'00''$ West 37.77 feet to the true point of beginning; thence North $89^{\circ}50'02''$ West parallel with the South line of said Unit 10, 1629.17 feet; thence North $03^{\circ}25'35''$ West 869.30 feet to the North line of said Unit 10 and the terminus of said lines.

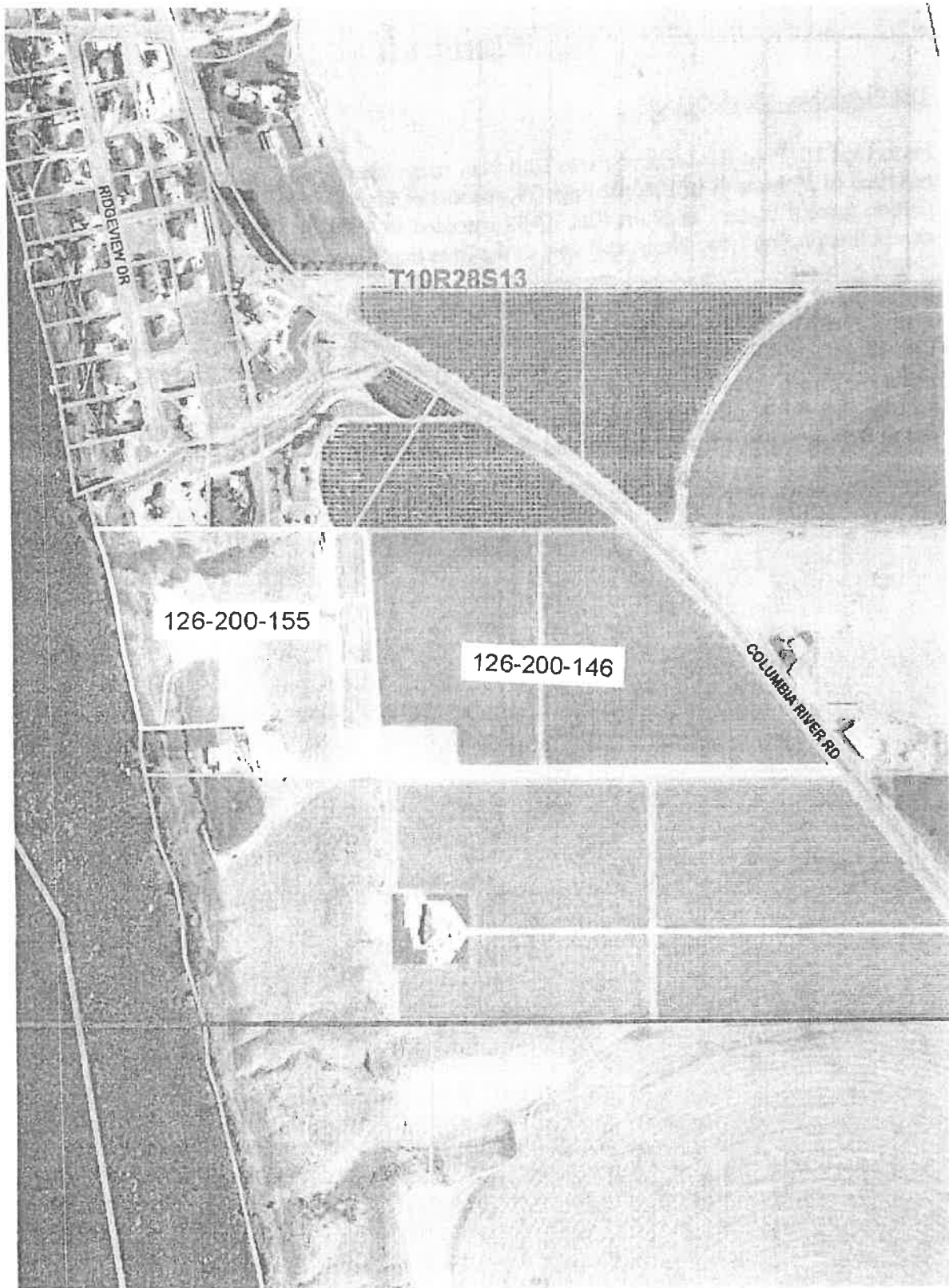


EXHIBIT B