

1/18 Rerecorded to add wife's signatures
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Wenatchee
Escrow INC
01225

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FEE
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Bonnie Milne
95 SEP -7 AM 11:18
BK 1050 PG 1404-06
EVELYN L. ARNOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

95 NOV 13 PM 12:32
BK 1054 PG 1077-81 AGREEMENT RE MILNE TWO LOT SHORT PLAT
EVELYN L. ARNOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

9509070048
9511130103

WHEREAS, James A. Milne has made an application to divide his property into two lots know as Lots 1 and 2 on that certain two lot short plat E 1/2 SE 1/4 S4 T 23 R 192E W. M. dated 9 May 1995, and

WHEREAS, said James a. Milne has agreed to sell Lot 1 to Joseph T. White Jr., upon certain terms and conditions and in compliance with approval of the two lot short plat by the County of Chelan, and

Whereas, the parties desire to control the use of Lot 1 as a single family residence and Lot 2 as it relates to Lot 1 as an orchard with an existing single family residence. This agreement is to be signed by the parties, acknowledged, and recorded in the County of Chelan in the State of Washington as a covenant running with the land as it relates to Lots 1 and 2,

NOW, THEREFORE, IT IS AGREED:

- 1. Lot 1 (the White property) shall have easements on Lot 2 (the Milne property) as shown on the lot short plat attached hereto as Exhibit A and, in addition, shall have such added easements as may be necessary to meet any future requirement in and for a septic tank drain field for the residence on Lot 1 so long as said future easement does not interfere with the use of Lot 2 as an orchard.**
- 2. Lot 1 shall be entitled to domestic water service from that certain well shown on Exhibit A, together with such easements as will permit the taking of water for domestic purposes. Each of the parties hereto agree to contribute such funds as are necessary to maintain and operate said well for domestic water service. The amount shall be determined by unanimous decision of the parties.**
- 3. The driveway easement shown on Exhibit A. shall be for the joint benefit of Lots 1 and 2 and shall be used consistent with orchard operation and ingress and**

Wenatchee Escrow
610 N Mission # C-1
City

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egress to the garage and residence located on Lot 1. The maintenance of said driveway shall be shared in proportion to the use of said easement.

4. Should James A. Milne sell or transfer Lot 2 to other than a lineal descendant, or should he cease orchard operation on said Lot 2, then and in that event, Joseph T. White Jr., ^{and Constance R. White and their heirs} ~~his heirs~~ shall have an option within thirty (30) days of written notice of such change of use or sale, to purchase at fair market value up to three (3) additional acres of Lot 2 which shall contain the easements as otherwise provide privacy to the residence on Lot 1. The exact description of the new boundary line shall be by agreement of the parties or, if the parties cannot agree, then by arbitration as hereinafter set forth. In the event Joseph T. White Jr., should desire to sell Lot 1, he shall first offer to James A. Milne, and his heirs, a first right of refusal to purchase Lot 1. Said first right of refusal shall be exercised within thirty (30) days after written notice of any pending sale. The options and rights provided in this paragraph are personal and cannot be assigned except to spouses, children and other heirs-at-law.

5. Joseph T. White Jr., for himself and his heirs-at-law, understand and acknowledges that lot 1 is located in an orchard serviced by Icicle Irrigation District. James A. Milne has six (6) shares of irrigation water and designates 1/2 of one of those shares for Lot 1. Unless required by the district, the water need not be segregated.

6. Joseph T. White Jr., understands that common orchard practices typically involve, but are not limited to, the creation of dust, noise, and spray drift which may not be compatible with residential use. James A. Milne agrees to minimize disruption from orchard operation as both parties want Lot 2 to remain an orchard.

7. In the event the parties to this agreement cannot agree as to the interpretation or the individual rights and responsibilities under this agreement, then in that event, the matter shall be submitted to arbitration under the laws of the

BK 1050 PG 1405

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State of Washington. A single arbiter shall make a determination and his decision shall be binding on the parties hereto.

WHEREFORE the parties have signed and acknowledged this agreement this

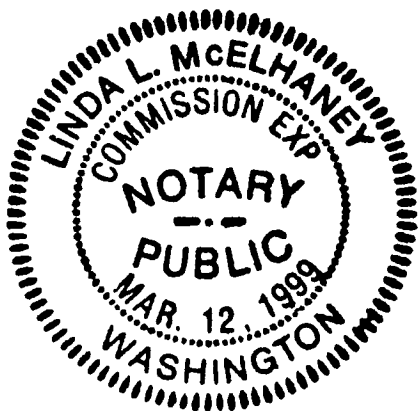
10th day of July, 1995.

Constance M. Milne
Constance R. White
James A. Milne
Joseph T. White Jr.
James A. Milne
Joseph T. White Jr.

State of Washington
County Of Chelan

I certify that I know or have satisfactory evidence that James A. Milne and Joseph T. White Jr. are the persons who appeared before me, and said persons acknowledged the they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 10, 1995

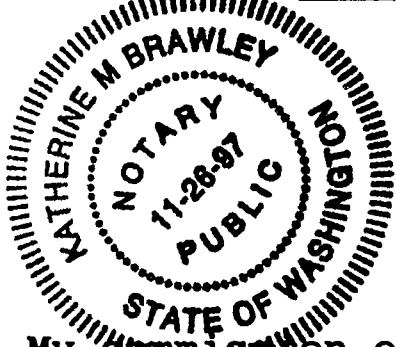


Signature Linda L. McElhane
Notary Public
Residing at Cashmere
My appointment expires 3/12/99

STATE OF WASHINGTON)
) ss.
County of Chelan)

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

Dated this 9th day of Nov., 1995.



Katherine M Brawley
Katherine M Brawley

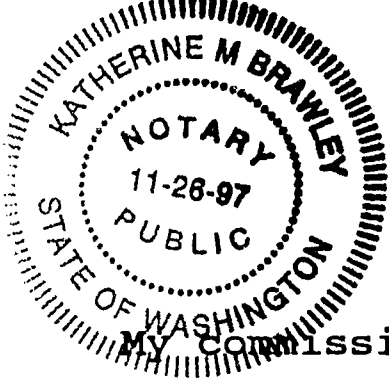
Notary Public, State of
Washington.

My Commission expires: 11-26-97

STATE OF WASHINGTON)
) ss.
County of Chelan)

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

Dated this 9th day of Nov, 19 .



Katherine M Brawley
Katherine M Brawley

Notary Public, State of
Washington.

My Commission expires: 11-26-97