

EXHIBIT A

PROPOSED PRIVATE ROAD MAINTENANCE/USE AGREEMENT

An Agreement made this original date of _____, 20___, applicable to the undersigned parcel owners and users,

RECITALS

WHEREAS, Garrison Village Way is a private road situated in Walla Walla County in the The Villages of Garrison Creek (VGC), College Place, WA

WHEREAS, the undersigned, represent the owners and users of the Roadway Property situated in Walla Walla County in the The Villages of Garrison Creek, College Place, WA and described as follows:

Garrison Village Way

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to Garrison Village Way; and

WHEREAS, it is agreed that future parcel owners or users will add their signatures to this document;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Vehicle and Pedestrian Access Easement. The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the Garrison Village Way Road Committee (GVW Road Committee) to conduct semi-annual road reviews.

2. Utility Easement. The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

3. Road Commission Agent. Road Commission Agent shall be the GVW Road Committee which shall initially be comprised of one representative from the MPMA, one representative from Hawk Hill, and, until the vacant 14 acres are fully developed, one representative from Phase V Development LLC. Once the 14 acres are developed each representative shall be elected by a majority of the property owners within each of the above named entities, and will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the lot and/or living unit owners from within the entity which is represented by that committee member. The Garrison Village Way Road Committee shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

4. Road Maintenance. Road maintenance, and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A majority vote of the Garrison Village Way Road Committee is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the GVW Road Committee and cost estimates will be provided. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the GVW Road Committee prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

5. Parking. For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon Garrison Village Way.

6. Cost Sharing. Road maintenance, rental of the 16 GVW street lights, snowplowing and road improvement costs shall be shared on a pro-rata basis between the lots and/or living units sharing access to the above mentioned road. All commercial properties which front GVW and have access to GVW shall contribute to said maintenance according to the total land area within such commercial area as compared to the land within the residential area. Residential owner's share of the remaining costs (after commercial contributions have been deducted) shall be determined on a pro-rata basis using the total number of lots and/or living units in the PUD at the time the repairs or work was completed.

7. Payment. Payment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner after satisfactory completion of work not to exceed 30 days.

8. Future Parcels. Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

10. Snow Plowing. The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

11. Checking Account. The GVW Road Committee shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a

yearend balance sheet, accounting for all funds received and disbursed.

12. Annual Road Reviews by the GVW Road Committee. Except for emergency work or snowplowing, the GVW Road Committee will conduct an annual review of the road condition and inform all owners as soon as possible (and not less than 30 days) of any anticipated maintenance work in advance of the commencement of any such work.

13. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

14. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

15. Amendment. This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

16. Enforcement. This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

17. Notices. Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

18. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

19. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

20. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded with the appropriate departments and agencies.