

**EASEMENT AGREEMENT FOR SHARED DRIVEWAY**

This Agreement is made this 22 day of May, 2014, by and between Canyon Trails, LLC, an Alaska limited liability company, whose address is 10305 Main Tree Drive, Anchorage, Alaska 99507 ("Grantor"), and Canyon Trails, LLC, an Alaskan limited liability company, whose address is 10305 Main Tree Drive, Anchorage, Alaska 99507 and John G. Fowler, whose address is 10305 Main Tree Drive, Anchorage, Alaska 99507 ("Grantees").

**Recitals**

1. Grantor is the owner of the following described real property (hereinafter referred to as "Grantor's property"):

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Tract A, according to Plat No. 2012-13, in the Homer Recording District, Third Judicial District, State of Alaska.

2. Grantee Canyon Trails, LLC is the owner of the following described real property:

Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Tract A, according to Plat No. 2012-13, in the Homer Recording District, Third Judicial District, State of Alaska;

Grantee John G. Fowler is the owner of the following described real property (referred to herein as the "70 acre property"):

The North ½ of the Northeast ¼ of Section 10, Township 6 South, Range 13 West, Seward Meridian, SAVE AND EXCEPTING therefrom the West 330 feet thereof, in the Homer Recording District, Third Judicial District, State of Alaska.

Lindsay Wolter • 4164 Pennock St., Ste. A • Homer, AK 99603 • T: (907)235-2717 • F: (907)235-2715

Such property shall be collectively referred to herein as "Grantees' property."

3. Grantor, as owner of Grantor's property, and Grantees, as owners of Grantees' property, desire to mutually convey to one another, benefiting and burdening each tract and each lot, an easement along an existing driveway which meanders through Grantor's property subject to certain terms and conditions more particularly described below.

In furtherance of said recitals and in consideration of the sum of the TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties enter into the following agreement:

#### **Agreement**

4. Grantor, as owner of Grantor's property, hereby grants and conveys to Grantees, as owners of Grantees' property, their heirs, successors, representatives and assigns, an easement over and across the existing driveway crossing over Grantor's property and servicing Grantees' property, as depicted in attached Exhibit E (which is 5 pages).

5. The easement may be used by Grantees, their families, guests, tenants, invitees and others acting with their permission, for ingress and egress, including use as a driveway. It also may be used for underground utilities. The easement is not exclusive to Grantees. It may also be used by Grantor and for non-motorized public access.

EASEMENT AGREEMENT FOR SHARED DRIVEWAY

PAGE 2



6. Grantees who commence development on their lot will share responsibility for all costs incurred for maintenance and repair, including costs associated with gravel, culvert replacement, grading, paving, and other related expenses, on the portion of the easement across Lot 18, Lot 17, that portion of the easement located on Tract A that is located between Lots 17 and 15, Lot 15, Lot 16, Lot 14, and Lot 13. Snow removal shall not be considered as maintenance, repair, or a related expense. Each Grantee who uses the easement when snow is present will share responsibility for costs incurred for snow removal.

7. The owner of Tract A and the 70 acre property will equally divide all costs incurred for maintenance and repair, including costs associated with snow removal, gravel, culvert replacement, grading, paving, and other related expenses, on the portion of the easement that commences at the shared lot line of Lot 15 and Tract A and continues along any portion of the easement the owner of Tract A uses to access any house or development on Tract A.

8. The owner of the 70 acre property shall pay for all costs incurred for maintenance and repair, including costs associated with snow removal, gravel, culvert replacement, grading, paving, and other related expenses, on the portion of the easement north of Lot 15 and that only the owner of the 70 acre property uses to access the 70 acre property.

9. Grantors and Grantees agree to indemnify one another from any claims for personal injury, death, property damage or other damages arising from anyone's use of the easement to access the indemnifying owner's property.

10. This Agreement shall run with the land and be binding upon and inure to the benefit of, the parties to this Agreement and their respective heirs, successors,



representatives and assigns, including subsequent purchasers of Grantors' and Grantees' properties or any subdivided portions thereof.

11. Any dispute arising under this Agreement will be submitted for resolution to a single arbitrator selected by the parties or, if the parties cannot agree on an arbitrator, one appointed by the superior court.

WHEREFORE, the parties execute this Agreement on the date first set forth above.

Canyon Trails, LLC, Grantor

5/22/2011  
Date

[Signature]  
By: John G. Fowler, Manager

Canyon Trails, LLC, Grantee

5/22/2011  
Date

[Signature]  
By: John G. Fowler, Manager

5/22/2011  
Date

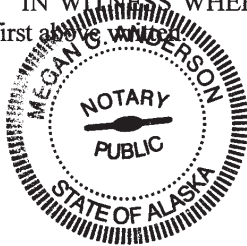
[Signature]  
John G. Fowler, Grantee



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22 day of May, 2014 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John G. Fowler, known to me to be the individual who executed the foregoing instrument and acknowledged to me that said person signed and sealed the same freely and voluntarily for the uses and purposes therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the  
date first above written.



Megan Anderson  
Notary Public in and for Alaska  
My Commission Expires: 12/10/15

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22 day of May, 2014 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John G. Fowler, known to me to be the individual who executed the foregoing instrument and acknowledged to me that said person signed and sealed the same freely and voluntarily for the uses and purposes therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date first above written.



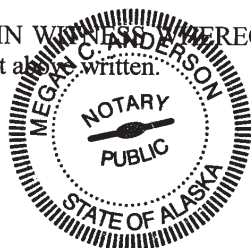
Mazen Under San  
Notary Public in and for Alaska  
My Commission Expires: 12/10/15



STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

THIS IS TO CERTIFY that on this 22 day of May, 2014 before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared John G. Fowler, known to me to be the individual who executed the foregoing instrument and acknowledged to me that said person signed and sealed the same freely and voluntarily for the uses and purposes therein described.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the  
date first above written.



Megan Anderson  
 Notary Public in and for Alaska  
 My Commission Expires: 12/10/15

Return to: John Fowler  
10305 Main Tree Drive  
Anchorage, Alaska 99507

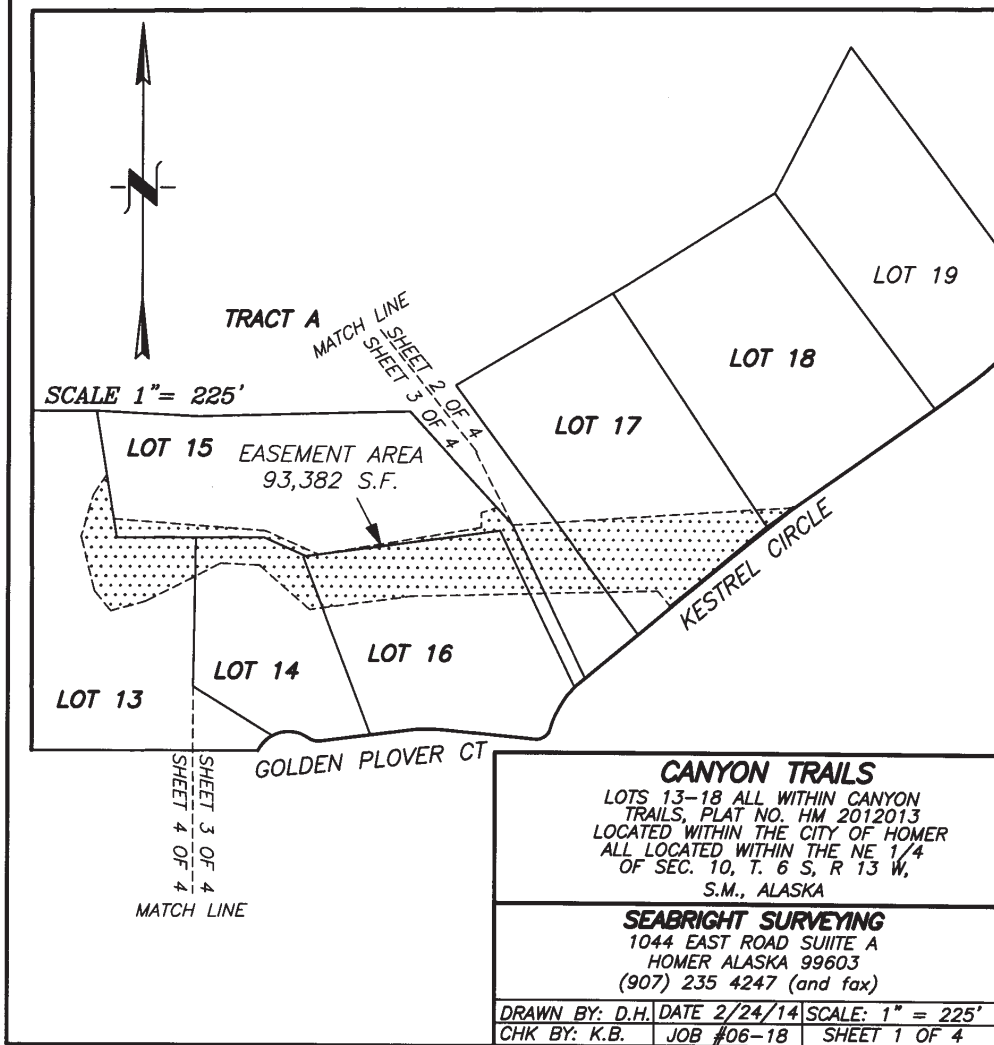
## EASEMENT AGREEMENT FOR SHARED DRIVEWAY

PAGE 6



# EXHIBIT "E"

## SHARED DRIVEWAY EASEMENT



# EXHIBIT "E" SHARED DRIVEWAY EASEMENT

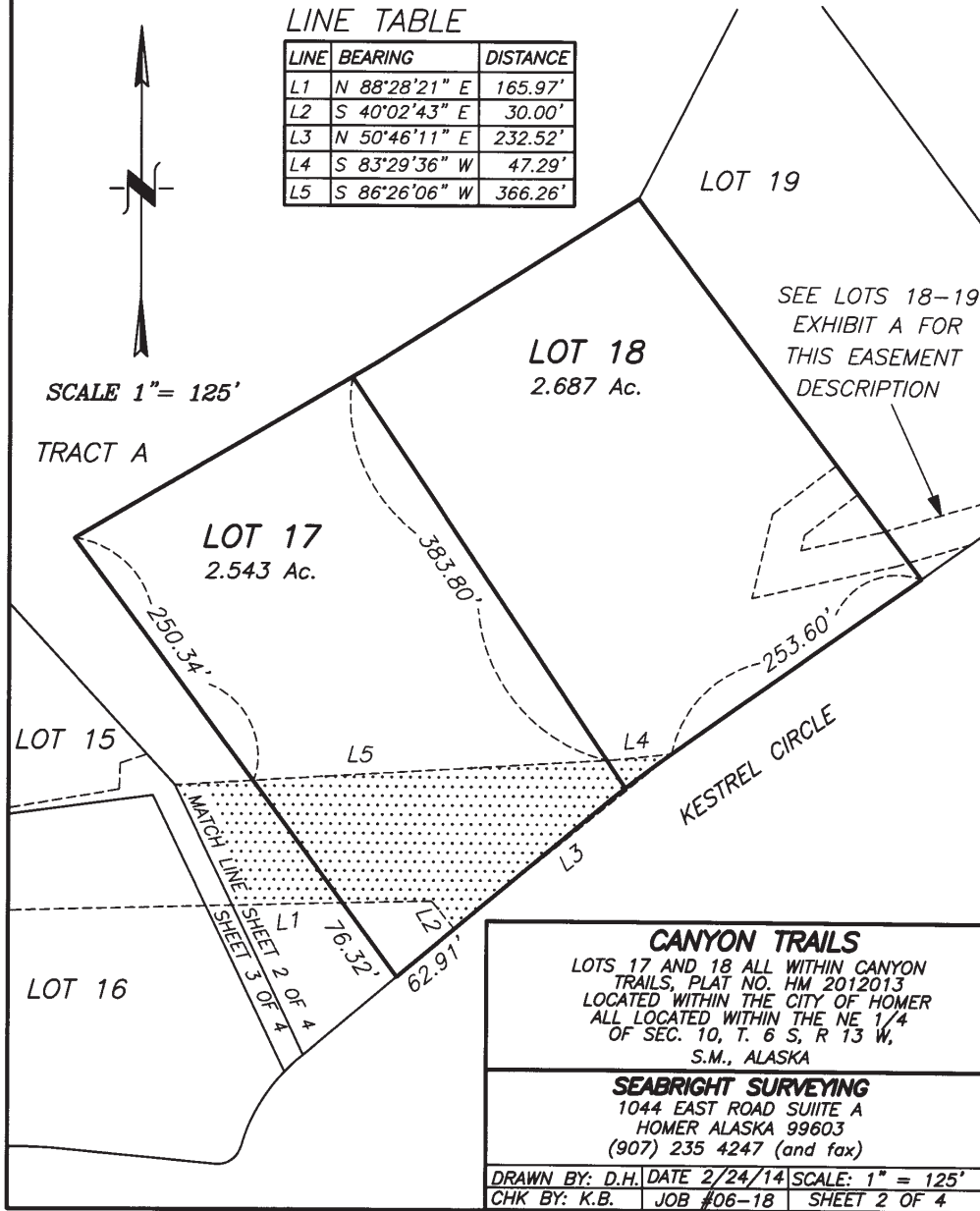
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 88°28'21" E	165.97'
L2	S 40°02'43" E	30.00'
L3	N 50°46'11" E	232.52'
L4	S 83°29'36" W	47.29'
L5	S 86°26'06" W	366.26'



SCALE 1" = 125'

TRACT A





# EXHIBIT "E"

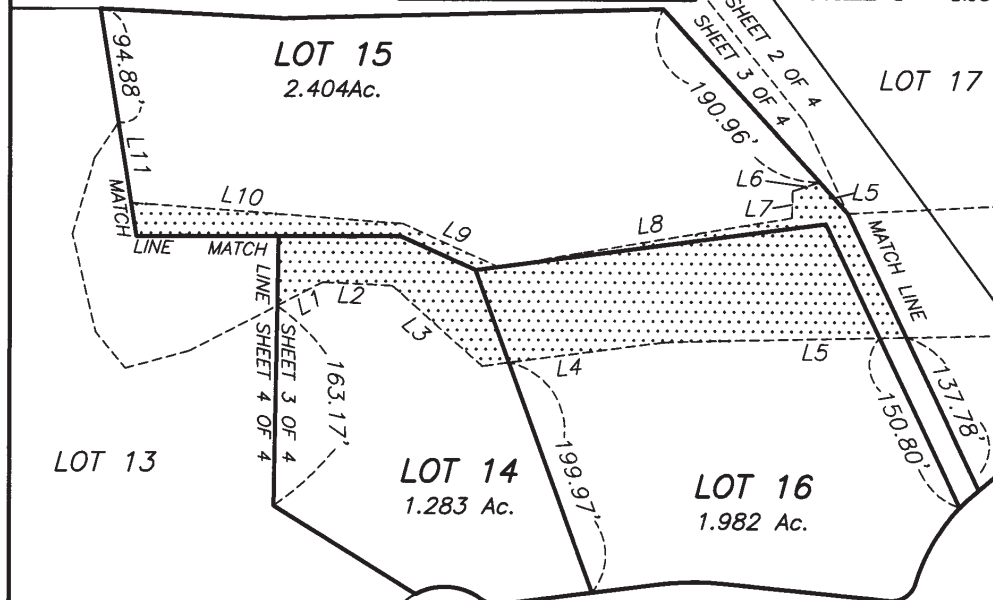
## SHARED DRIVEWAY EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 62°39'31" E	41.72'
L2	S 87°33'19" E	57.17'
L3	S 48°33'32" E	98.36'
L4	N 82°16'43" E	150.53'
L5	N 42°13'44" W	34.26'
L6	S 72°03'40" W	23.38'
L7	S 1°24'11" W	22.07'
L8	S 80°15'27" W	243.24'
L9	N 65°54'59" W	85.53'
L10	N 85°43'26" W	222.47'
L11	N 9°00'23" W	66.52'

TRACT A

SCALE 1" = 125'



### CANYON TRAILS

LOTS 14-16 ALL WITHIN CANYON TRAILS, PLAT NO. HM 2012013  
LOCATED WITHIN THE CITY OF HOMER  
ALL LOCATED WITHIN THE NE 1/4  
OF SEC. 10, T. 6 S, R 13 W,  
S.M., ALASKA

### SEABRIGHT SURVEYING

1044 EAST ROAD SUITE A  
HOMER ALASKA 99603  
(907) 235 4247 (and fax)

DRAWN BY: D.H. DATE 2/24/14 SCALE: 1" = 125'  
CHK BY: K.B. JOB #06-18 SHEET 3 OF 4



# EXHIBIT "E"

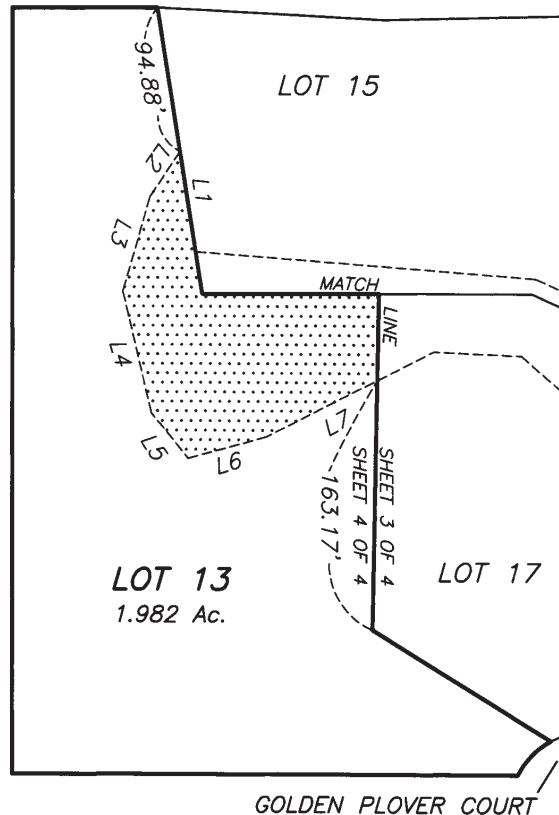
## SHARED DRIVEWAY EASEMENT

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 9°00'23" W	66.52'
L2	S 33°20'44" W	35.03'
L3	S 15°58'09" W	64.74'
L4	S 13°22'22" E	82.28'
L5	S 39°10'24" E	38.00'
L6	N 74°34'30" E	55.32'
L7	N 62°39'31" E	81.08'



SCALE 1" = 100'



GOLDEN PLOVER COURT

### CANYON TRAILS

LOT 13 WITHIN CANYON  
TRAILS, PLAT NO. HM 2012013  
LOCATED WITHIN THE CITY OF HOMER  
ALL LOCATED WITHIN THE NE 1/4  
OF SEC. 10, T. 6 S, R 13 W,  
S.M., ALASKA

### SEABRIGHT SURVEYING

1044 EAST ROAD SUITE A  
HOMER ALASKA 99603  
(907) 235 4247 (and fax)

DRAWN BY: D.H. DATE 2/24/14 SCALE: 1" = 100'  
CHK BY: K.B. JOB #06-18 SHEET 4 OF 4



# EXHIBIT "K" SHARED DRIVEWAY, TRAIL, SLOPE, AND UTILITY EASEMENT

