

Return Address:

Development Services Department
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027



20150728000832

BLUELINE GROUP EAS
PAGE-001 OF 006
07/28/2015 13:42
KING COUNTY, WA

77.00

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Easement
2. _____
3. _____
4. _____

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. 1401-WLD McBride 40 LLC
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of Issaquah
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Lot A City of Issaquah BLA NO. PLN12-00052

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number assigned

2224069123 and 2224069006

☐ Assessor Tax # not yet

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

After Recording return to:
Development Services Department
City of Issaquah
P.O. Box 1307
Issaquah WA 98027

EASEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 14th day of July 2015 ("the Effective Date") by and between 1401-WLD MCBRIDE 40 LLC, a Washington limited liability company ("Grantor") and the City of Issaquah, a municipal corporation ("Grantee").

RECITALS

- A. Grantor owns that certain property in the City of Issaquah, King County, Washington legally described on the attached Exhibit A ("Burdened Property").
- B. Property adjacent to the Burdened Property is planned to be developed with 40 single-family lots and six tracts at 23203/23231 SE 48th Street, in Issaquah, Washington (the "Plat of Avery Pointe") pursuant to that certain preliminary plat approval dated November 11, 2013 for Project No. PP13-00001 ("Plat Approval").
- C. A condition of the Plat Approval states: "Public access easements to the City shall be provided for trail connections; including for the off-site emergency access drive between SE 48th St and the north boundary of Road B..." (the "Plat Condition").
- D. Pursuant to a separate agreement between Grantor and the current owner of the Plat of Avery Pointe property, Grantor has agreed to grant the easements necessary to fulfill the Plat Condition.
- E. Grantor and Grantee enter into this Agreement to fulfill the Plat Condition.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, as well as other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. Grant of Emergency Access Easement. Grantor hereby grants to Grantee a permanent non-exclusive easement over, across, and through the west twenty (20) feet of the

Burdened Property ("Emergency Access Easement Area") for emergency access to the Plat of Avery Pointe, as recorded or to be recorded in the real property records of King County, Washington.

2. Grant of Pedestrian Trail Easement. Grantor hereby grants to Grantee a permanent non-exclusive easement over, across, and through the west six (6) feet of the Burdened Property ("Pedestrian Trail Easement Area") for the installation and operation of a public pedestrian trail connection. Use of the Pedestrian Trail Easement Area by members of the public shall be limited to normal pedestrian trail uses, including walking, running, bicycling and other non-motorized means of transportation. Members of the public are prohibited from using motorized vehicles in the Pedestrian Trail Easement Area. Grantee shall be responsible for the maintenance and upkeep of the Pedestrian Trail Easement Area.

3. Grant of Easement for Maintenance. Grantor hereby grants to Grantee a permanent non-exclusive easement over, across, and through the west ten (10) feet of the Burdened Property ("Maintenance Easement Area") for the maintenance and upkeep of the Pedestrian Trail Easement Area. Grantee shall have the right, without obstructing or interfering with Grantor's primary use of the Emergency Access Easement Area and Pedestrian Trail Easement Area for vehicular and other ingress and egress to the Burdened Property and improvements thereon, including the home, to remove trees, bushes, undergrowth and other obstructions interfering with the purpose and intended uses of the easements granted herein.

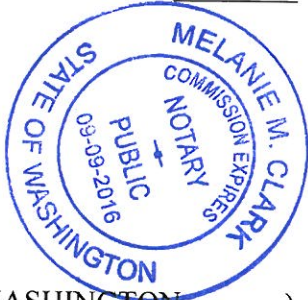
4. Grantor's Use of Easement Areas. Grantor, its heirs and assigns shall not construct any permanent structure over, upon, or within the Emergency Access Easement Area and Pedestrian Trail Easement Area that would interfere with the purpose or intended uses of the easements granted herein, provided that Grantor and Grantee agree that Grantor shall have the right to improve the Emergency Access Easement Area and Pedestrian Trail Easement Area with a paved, concrete, or other customary driveway and/or walkway area.

5. Indemnity. Grantee will defend, indemnify and hold harmless Grantor and Grantor's members, officers, directors, affiliates, agents, representatives, employees, and successors and assigns (collectively, "the Indemnified Parties") from and against any and all claims, demands, causes of action, damages, liens, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) (collectively, "Claims"), caused by use of the easements provided herein by Grantee and members of the public, resulting from any act or omission or the negligence of Grantee or members of the public during their exercise of the easement rights granted herein, except to the extent, if any, such Claims are caused in whole or in part by the negligence or willful misconduct of any of the Indemnified Parties. Grantee agrees to promptly repair all damage and injury to the Burdened Property caused by the acts or omissions of Grantee or members of the public. To the extent Grantee's activities under this Agreement relate to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of any building, excavation or other structure, project, development or improvement attached to real estate within the meaning of RCW 4.24.115, as the same may be amended, then the following provisions shall apply to Grantee's

STATE OF WASHINGTON)
)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that Kerek Edwards
signed this instrument and acknowledged it to be his/her free and voluntary act for the uses
and purposes mentioned in the instrument.

DATED this 14th day of July, 2015.



NOTARY PUBLIC in and for the State of
Washington, residing at Snohomish
My appointment expires 9/9/16
Print Name Melanie m clark

STATE OF WASHINGTON)
)
COUNTY OF KING) SS.

I certify that I know or have satisfactory evidence that Sheldon Lynne,
signed this instrument, on oath stated that he was authorized to execute the instrument, and
acknowledged it as the Pub. Works Eng. Dir. of the City of Issaquah to be the free
and voluntary act and deed of the said City for the uses and purposes mentioned in the
instrument.

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

DATED this 24th day of July, 2015.



NOTARY PUBLIC in and for the State of
Washington, residing at Kirkland, WA
My appointment expires 08.24.2016
Print Name Jennifer A. Woods

indemnification pursuant to this Section: (1) Grantee shall not be required to indemnify the Indemnified Parties against liability for damages caused by or resulting from the sole negligence of the Indemnified Parties; and (2) after mutual negotiation between the parties, Grantee specifically and expressly waives any immunity it may have under the terms of RCW Title 51. Grantee's obligations stated in this Section shall survive termination of this Agreement.

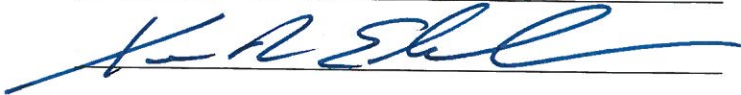
6. RCW 4.24.210. Grantor and Grantee agree that by allowing members of the public to use the Pedestrian Trail Easement Area without charging a fee of any kind, the terms of RCW 4.24.210 apply, and Grantor shall not be liable for unintentional injuries to such users.

7. Runs with the Land. The burdens of the easements granted herein shall be binding upon the owner of the Burdened Property and its successors and assigns, and shall run as covenants with the land. The benefits of the easements granted herein shall inure to the Grantor and the Grantee as provided herein.

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

GRANTOR:

1401- WLD McBRIDE 40, LLC

A handwritten signature in blue ink, appearing to read "K. A. Ehl", written over a horizontal line.

GRANTEE:

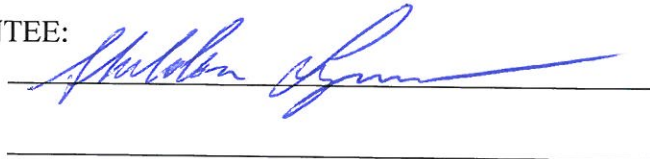
A handwritten signature in blue ink, appearing to read "Sheldon", written over a horizontal line. Below this line is another empty horizontal line.

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

**LOT A CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. PLN12-00052,
AS RECORDED UNDER RECORDING NUMBER 2013025900016, RECORDS OF
KING COUNTY, WASHINGTON.**