

REVIEWED

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JOHNS MONROE MITSUNAGA
 KOLOUSKOVA, PLLC
 ATTENTION: DEAN WILLIAMS
 11201 SE 8TH ST., #120
 BELLEVUE, WA 98004

KITTITAS COUNTY TREASURER

INITIALS: 

AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S):	TEMPORARY ACCESS EASEMENT AGREEMENT
DOCUMENTS REFERENCED:	202205200044
GRANTOR:	SKYLINE RIDGE LLC
GRANTEE:	KITTITAS COUNTY PUBLIC WORKS
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY:	TRACTS FD-4C, FD-4D, FD-4F AND FD-4H OF FOREST RIDGE-PHASE III PERFORMANCE BASED CLUSTER PLAT RECORDED UNDER RECORDING NUMBER 202202020021, RECORDS OF KITTITAS COUNTY, WASHINGTON
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	962329, 962330, 962331, 962332, 962334, 962335, 962337, 962338

EASEMENT AGREEMENT

This Temporary Access Easement Agreement (this "Agreement") is made this 9th day of November, 2022 (the "Effective Date"), by and between Skyline Ridge LLC, a Washington limited liability company ("Grantor"), and Kittitas County Public Works ("Grantee") (Grantor and Grantee are referred to collectively as the "Parties").

RECITALS

- A. Grantor is the owner of that certain real property commonly known as Kittitas County Tax Parcel Nos. 962329, 962330, 962331, 962332, 962334, 962335, 962337, 962338
- B. Grantee is a division of Kittitas County.

TEMPORARY ACCESS EASEMENT AGREEMENT

- C. Grantor is willing to grant and Grantee is willing to accept a temporary construction and access easement and associated bond for construction of a second road access required for the Approval of a Final Plat (the "Road") over the area on the Grantor Property as depicted in Exhibit B hereto and legally described in Exhibit A hereto ("Temporary Easement Area"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the sufficiency of which is confirmed by the Parties to be adequate consideration, the Parties agree to the following terms and conditions.

EASEMENT

1. **Incorporation of Recitals.** The representations in the foregoing recitals are true and correct and are incorporated herein by this reference, as if set forth in their entirety.
2. **Grant of Temporary Construction and Access Easement.** Grantor, on behalf of itself and its successors and assigns, as owner of the Grantor Property, hereby grants and conveys to Grantee, its successors and assigns, and all of their agents, employees, contractors and other representatives (collectively, the "Grantee Parties"), a temporary non-exclusive construction easement for ingress and egress, over, under, across, and upon the Temporary Easement Area as may be necessary or convenient for Grantee to design and construct the Road ("Temporary Construction Easement"). Grantor maintains the right to construct the Road on its own, but if constructed by Grantee, upon completion of the Road, Grantee shall restore the Temporary Easement Area to as close to its original state as reasonably possible; provided, however, that Grantee shall not be required to replace mature trees or to perform other restoration work that is impossible or cost prohibitive. This Temporary Construction Easement shall terminate automatically upon Grantor's approved Road Certification (from Grantee) of the road described and depicted in Exhibit B. If Grantor has not obtained approved Road Certification within thirty-nine (39) months after mutual execution of this Agreement, Grantee shall have the right to call the bond and construct the road and the Temporary Easement shall automatically extend another three (3) years.
3. **Temporary Assignment of Rights under Recording No. 202205200044.** To give further effect to this Agreement, and to permit the County to construct a Road as described in the preceding Section 2, Grantor hereby assigns the right to design and construct a road as allowed in Kittitas County Recording No. 202205200044. This assignment of rights shall automatically terminate as provided in the preceding Section 2.
4. **Use by Grantor of the Grantor Property.** Grantor reserves all rights to use the Grantor Property not expressly granted or inconsistent with the rights conveyed herein; provided, that such use does not interfere with the easement rights granted herein.

5. **Indemnification.** The Parties agree to indemnify, defend and hold harmless each other, their successors and assigns, from and against any and all claims, actions, suits, losses, expenses (including reasonable attorneys' fees), and damages which may accrue or be suffered by any persons or property to the extent arising from or relating to the activities of such party pursuant to this Agreement, except to the extent caused or contributed to by the negligence or willful misconduct of the other party.
6. **Enforcement/Binding Arbitration.** Any claims for enforcement or interpretation of this Agreement shall be resolved by binding arbitration pursuant to RCW 7.04A.010, *et seq.* In the event of arbitration, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees, expenses, and court costs as determined by the Arbitrator.
7. **Attorneys' Fees.** In the event of litigation, including alternative dispute resolution, with respect to the enforcement or interpretation of this Agreement, including appeals, the prevailing party in such litigation shall be entitled to recover, from the non-prevailing party, the prevailing party's reasonable attorneys' fees and expert witness fees, costs and disbursements.
8. **Covenants Run with the Land.** The benefits, burdens and obligations set forth in this Agreement are intended to, and shall, run with the land and shall be binding upon and inure to the benefit of the Properties, the present and future Parties thereof and their respective heirs, assigns, successors, tenants and personal representatives. Notwithstanding the foregoing, the obligations and burdens of each of the Parties under this Agreement are not personal to the Parties, but shall run with title to their respective parcels and be binding on the Parties only to the extent such obligations and burdens accrue, arise, or are in effect during such Parties' respective periods of ownership of their respective parcels.
9. **Entire Agreement.** This Agreement represents the entire agreement of the Parties on the subject matter hereof and supersedes all prior negotiations and agreements related thereto. This Agreement may be modified, supplemented or amended only by a written instrument signed by the then record owners of the Properties and recorded in the real property records of Kittitas County, Washington.
10. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in Kittitas County, Washington.
11. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which original counterparts shall together constitute a single original document.

GRANTOR:

Skyline Ridge LLC, a Washington limited liability company

Sam V. Fritz

By: Sean Northrop

Its: Owner

GRANTEE:

Kittitas County, a political subdivision of the State of Washington

J. Fredrickson

By: Josua Fredrickson

Its: County Engineer

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Sean Northrop is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the Owner of Skyline Ridge, LLC, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 9th day of November, 2022.



Kristin W. DeBusk
Kristin W. DeBusk (Print Name)
Notary Public In and for the State of
Washington,
Residing at King County
My appointment expires: May 14, 2025

STATE OF WASHINGTON)
COUNTY OF Kittitas) ss.

On this 15th day of November, 2022, before me personally appeared Josh Fredrickson, to me known to be the County Engineer of Kittitas County, and acknowledged said instrument to be the free and voluntary act and deed of said party, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



Candie Leader

Candie Leader (Print Name)

In and for the State of Washington,
Notary Public, Residing at Ellensburg Wa
My appointment expires: 12.23.2025

EXHIBIT A

LEGAL DESCRIPTION

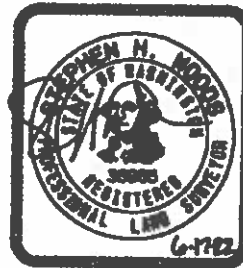
A STRIP OF LAND BEING 80.00 FEET IN WIDTH, LYING WITHIN TRACTS FD-4C, FD-4D, FD-4F AND FD-4H OF FOREST RIDGE-PHASE III PERFORMANCE BASED CLUSTER PLAT RECORDED UNDER RECORDING NUMBER 202202020021, RECORDS OF KITTITAS COUNTY, WASHINGTON, AND LYING 30.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT FD-4H;
THENCE NORTH 89°34'25" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT, A DISTANCE OF 686.17 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 24°04'28" EAST, A DISTANCE OF 30.17 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHEASTERLY A DISTANCE OF 202.87 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 38°44'46";
THENCE NORTH 62°40'14" EAST TANGENT TO SAID CURVE, A DISTANCE OF 87.20 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHEASTERLY A DISTANCE OF 263.08 FEET ALONG THE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 50°14'41";
THENCE NORTH 12°34'33" EAST TANGENT TO SAID CURVE, A DISTANCE OF 271.52 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHERLY A DISTANCE OF 187.43 FEET ALONG THE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 671.59 FEET AND A CENTRAL ANGLE OF 14°17'03" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHEASTERLY A DISTANCE OF 202.45 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 279.99 FEET AND A CENTRAL ANGLE OF 41°25'30" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHEASTERLY A DISTANCE OF 248.93 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 282.29 FEET AND A CENTRAL ANGLE OF 54°22'43" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHERLY A DISTANCE OF 129.72 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 240.21 FEET AND A CENTRAL ANGLE OF 30°56'26" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHWESTERLY A DISTANCE OF 430.59 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 82°14'09";
THENCE NORTH 65°57'18" WEST TANGENT TO SAID CURVE, A DISTANCE OF 73.88 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 301.20 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 86°17'19" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHERLY A DISTANCE OF 157.28 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1099.78 FEET AND A CENTRAL ANGLE OF 8°11'37" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHEASTERLY A DISTANCE OF 324.35 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1450.73 FEET AND A CENTRAL ANGLE OF 12°48'36" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHERLY DISTANCE OF 111.52 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 85°11'41" TO A POINT OF REVERSE CURVATURE;
THENCE NORTHERLY A DISTANCE OF 243.47 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 92°59'57";
THENCE NORTH 32°45'17" EAST TANGENT TO SAID CURVE, A DISTANCE OF 150.93 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;

EXHIBIT A (continued)

THENCE NORTHEASTERLY A DISTANCE OF 228.92 FEET ALONG THE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 32°30'12";
THENCE NORTH 00°16'06" EAST TANGENT TO SAID CURVE, A DISTANCE OF 460.34 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 407.35 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 83°21'32";
THENCE SOUTH 88°53'33" WEST TANGENT TO SAID CURVE, A DISTANCE OF 471.78 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE WESTERLY A DISTANCE OF 391.20 FEET ALONG THE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 22°58'41" TO A POINT OF REVERSE CURVATURE;
THENCE WESTERLY A DISTANCE OF 458.95 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 34°36'59" TO A POINT OF REVERSE CURVATURE;
THENCE WESTERLY A DISTANCE OF 142.18 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 240.00 FEET AND A CENTRAL ANGLE OF 33°56'18" TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY A DISTANCE OF 400.40 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 91°45'53" TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY A DISTANCE OF 908.13 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 875.39 FEET AND A CENTRAL ANGLE OF 83°54'40" TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY A DISTANCE OF 850.25 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1060.00 FEET AND A CENTRAL ANGLE OF 35°28'57" TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY AND WESTERLY A DISTANCE OF 164.58 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 833.11 FEET AND A CENTRAL ANGLE OF 11°18'02" TO THE WESTERLY LINE OF THE ABOVE DESCRIBED TRACT FD-4C AND THE TERMINUS OF SAID CENTERLINE.
ALL SIDELINES SHALL BE EXTENDED AND/OR TRUNCATED TO INTERSECT AT BOUNDARY LINES AND INTERSECTIONS.

SITUATE IN SECTION 24, TOWNSHIP 20 NORTH, RANGE 15 EAST, KITKITAS COUNTY, WASHINGTON.

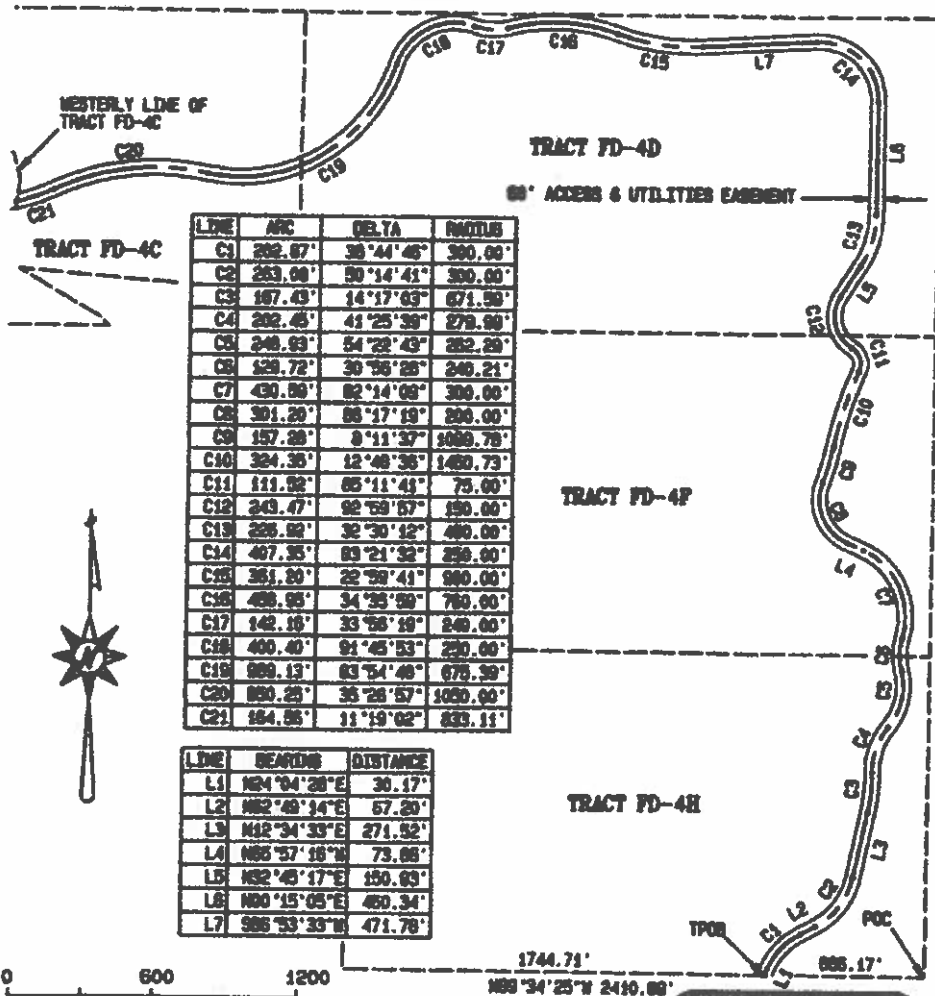


CONTOUR
ENGINEERING • LLC

4706 97th Street Northwest, Suite 100, Olig Harbor, WA 98335. ph 253-857-5454. fax 253-509-0044

TEMPORARY ACCESS EASEMENT AGREEMENT

EXHIBIT B



LINE	ARC	DELTA	NOTUS
C1	292.87'	38°44'48"	390.00'
C2	253.08'	50°14'41"	300.00'
C3	187.49'	14°17'59"	671.59'
C4	202.45'	41°25'39"	279.80'
C5	248.63'	54°22'49"	282.29'
C6	328.72'	30°58'28"	248.21'
C7	430.88'	82°14'08"	308.00'
C8	301.29'	88°17'19"	208.00'
C9	157.28'	8°11'37"	1088.78'
C10	324.35'	12°48'35"	1488.73'
C11	113.92'	85°11'41"	75.00'
C12	243.47'	92°59'57"	198.00'
C13	228.92'	32°30'12"	488.00'
C14	467.35'	89°21'32"	298.00'
C15	351.20'	22°59'41"	988.00'
C16	488.95'	34°35'59"	788.00'
C17	142.18'	33°58'18"	248.00'
C18	400.40'	81°45'53"	258.00'
C19	889.13'	83°54'48"	678.39'
C20	880.25'	35°28'57"	1088.00'
C21	184.85'	11°19'02"	833.11'

LINE	BEARING	DISTANCE
L1	N84°04'28"E	30.17'
L2	N82°48'14"E	57.20'
L3	N42°34'33"E	271.32'
L4	N85°57'18"W	73.88'
L5	N82°45'17"E	158.93'
L6	N00°15'05"E	458.34'
L7	S85°53'35"W	471.78'



SCALE: 1" = 600'

CONTOUR
 ENGINEERING • LLC
 CIVIL ENGINEERS • SURVEYORS • LAND PLANNERS
 4706 97th Street NE, Suite 100, Big Harbor, WA 98325
 Phone: 253-657-5454 Fax: 253-688-0044 info@contourllc.com



TEMPORARY ACCESS EASEMENT AGREEMENT