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REVIEWED

\$307.50
Easement PAUL KULCHENKO
Kittitas County Auditor



JUN 20 2024

After recording return to:

KITTITAS COUNTY TREASURER

Paul Kulchenko
13025 96TH PL NE
KIRKLAND, WA 98034

INITIALS:

AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE:	EASEMENT AGREEMENT
GRANTOR:	ZEROBRANE HOLDINGS KITTITAS LLC
GRANTEE:	PAUL and ALENA KULCHENKO
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY (abbrev):	PTN OF SWQ OF STR: 4-17N-19E, W.M, KITTITAS CO., WA
LEGAL DESCRIPTION OF THE GRANTEE PROPERTY (abbrev):	SEC. 4; TWP. 17; RGE. 19; NE1/4 SW1/4 TAX 26 & TAX 27
ASSESSOR'S TAX PARCEL NO.:	291833, 051833

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made this 15th day of June, 2024, by and between PAUL and ALENA KULCHENKO, a married couple ("Kulchenko" and/or "GRANTEE"); and ZEROBRANE HOLDINGS KITTITAS LLC, a Washington limited liability company ("ZeroBrane" and/or "GRANTOR") (Kulchenko and Zerobrane hereinafter referred to collectively as "Parties").

A. WHEREAS, Kulchenko owns title to the real property located in Kittitas County, Washington, legally described as follows ("Kulchenko property"):

The West Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 17 North, Range 19 East, W.M., in the County of Kittitas, State of Washington;

Except right of ways for Country Roads and Chicago, Milwaukee, St. Paul and Pacific Railway;

And except that portion of Section 4, Township 17 North, Range 10 East, W.M., Kittitas County, Washington which is bounded by a line described as follows:

Beginning at the South Quarter corner of said Section 4,
thence North 1°50' West along the centerline of the county
road, 2601.68 feet;
thence South 87°06' West, 30.00 feet to the true point of
beginning;
thence North 1°50' West, 24.20 feet;
thence South 87°38'50" West, 1598.80 feet;
thence South 16°21'30" West, 21.30 feet;
thence North 87°30'30" East, 596.19;
thence South 6°30' West, 14.32 feet;
thence North 87°06' East, 912.90 feet to the true point of
beginning as granted to Ben Ferguson in Quiet Title decree
entered June 19, 1971 and consent Judgment entered June 28,
1971 in Kittitas County Superior Court Cause No. 17850.

Tax Parcel No. 291833

- B. WHEREAS, Zerobrane owns title to the real property located in Kittitas County, Washington, legally described as follows ("Zerobrane property"):

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 19 EAST, W.M., KITTITAS COUNTY WASHINGTON, WHICH IS BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4,
THENCE NORTH 1°50' WEST ALONG THE CENTER LINE OF THE COUNTY
ROAD (FERGUSON ROAD) 30.00 FEET;
THENCE SOUTH 86°34' WEST, ALONG THE NORTH BOUNDARY OF STATE
HIGHWAY 7-B, 650.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 86°34' WEST, 327.75 FEET;
THENCE NORTH 6°04'50" EAST, 1298.56 FEET;
THENCE NORTH 86°44'10" EAST, 237.55 FEET;
THENCE NORTH 86°53' EAST, 91.00 FEET;
THENCE SOUTH 6°07' WEST 1297.20 FEET TO THE TRUE POINT OF
BEGINNING.

EXCEPT: AN EASEMENT FOR AN IRRIGATION DITCH 6 FEET IN WIDTH
BEGINNING AT A POINT APPROXIMATELY 35 FEET WEST OF THE
NORTHEAST CORNER OF THE HERETOFORE DESCRIBED PROPERTY AND
THENCE FOLLOWING PARALLEL AND ADJACENT TO THE NORTH BOUNDARY
LINE THEREOF A DISTANCE OF APPROXIMATELY 243.55 FEET, MORE OR
LESS, TO THE POINT OF INTERSECTION WITH THE NORTHWEST BOUNDARY
OF SAID PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND
EGRESS FOR THE PURPOSE OF IRRIGATION CONTROL, MAINTENANCE,
UPKEEP AND REPAIR.

SITUATE IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON

Tax Parcel No. 051833

- C. WHEREAS, the Parties desire to create an access easement as set forth herein and establish the property benefitted by the easement, burdened by

the easement, and establish terms and conditions for the use and maintenance of the easement.

NOW, THEREFORE, for and in consideration of the benefits contained and derived hereunder, and for no monetary consideration, the Parties, for and on behalf of themselves and their respective successors in interest and assigns, do hereby grant, declare, convey and establish the following easement.

1. Easement.

1.1. Access Easement. A non-exclusive easement is hereby established and legally described as follows (hereinafter referred to as the "Access Easement"): A 30 foot wide easement for ingress, egress and utilities beginning at the Kittitas Highway and the Southeast corner of the Zerobrane property, then North along the East boundary of the said property to the Northeast corner, then West along the North boundary to a location halfway between the Northeast and Northwest corners of the Zerobrane property. The easement shall burden the Zerobrane property and benefit the Kulchenko property.

1.2. Use. The Access Easement shall be used by owner(s) of the benefitted property for the following purposes:

1.2.1. Private road for ingress and egress, together with, but not limited to, the right to repair, maintain and use said road; and

1.2.2. Underground utilities, including, but limited to, power, telephone, cable and natural gas, together with, but not limited to, the right to install, replace, repair, maintain and use said utilities.

Restrictions to Use. The area of the Access Easement shall not be used by either Party for long term parking, storage, staging of construction (except for installation, repair and maintenance required for the Access Easement) or any other use that would unreasonably interfere with its intended purpose. The owner of the benefitted property agrees that the access road will be used in a reasonable manner, and that vehicles will travel at a reasonable speed to avoid unnecessary damage to the road surface or danger to abutting property owners and their employees, guests, and invitees. Use of the Access Easement area by Grantee or persons claiming under Grantee shall be subject to such reasonable rules and regulations as Grantor shall adopt from time to time, provided Grantor shall give Grantee notice of such rules and regulations.

2. Use and Maintenance. The ongoing costs of any maintenance, upkeep or repair associated with the Access Easement shall be split between the Parties proportional to their use of the easement; however, the costs to repair any

defective work for which one Party is directly responsible shall be borne by that responsible Party.

3. Easement Runs with the Land. The easements granted and the restrictions and covenants established herein shall run with the land described herein and shall bind and be obligatory upon the parties and their respective heirs, successors, assigns, licensees, invitees, and legal representatives.
4. Release and Indemnity. Grantee does hereby release, indemnify, and promise to defend and hold harmless Grantor from any and all liability, loss, damage, expense, action, and claims, including costs and reasonable attorneys' fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of such Grantee and Grantee's invitees, servants, agents, employees, and contractors in the exercise of the rights granted herein, PROVIDED, HOWEVER, this section does not purport to indemnify such Grantor against liability for damages arising of bodily injury to persons or damage to property to the extent caused by the negligence of the Grantor or Grantor's agents or employees.
5. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in or under the easements conveyed, granted and reserved herein. Without limiting the generality of the foregoing, the rights and obligations of the declarants shall inure to the benefit of and be binding upon their respective successors and assigns.
6. Attorney's Fees. In the event of any legal action to enforce, interpret, or construe the provisions, restrictions, obligations, and covenants herein, the prevailing party or parties shall be entitled to an award of costs, disbursements, and reasonable attorney's fees against the non-prevailing party or parties.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands the first date written above.

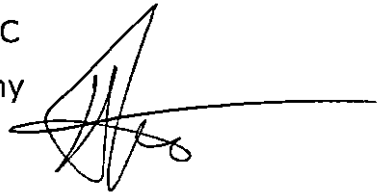
GRANTOR:

ZEROBRANE HOLDINGS KITTITAS LLC

A Washington limited liability company

By: Paul Kulchenko

Its: Managing member



GRANTEE:

Paul Kulchenko, an individual

Alena Kulchenko, an individual

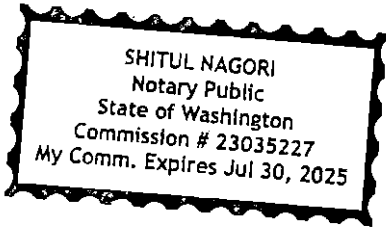


STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that PAUL KULCHENKO and ALENA KULCHENKO are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 15th day of June, 2024.

Shitul



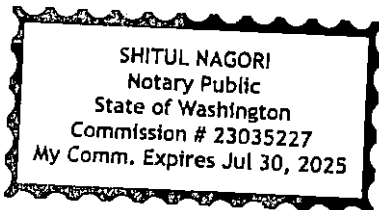
Printed Name: SHITUL NAGORI
Notary Public in and for the State of Washington
My Commission Expires: 07/30/2025

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Paul Kulchenko is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of ZEROBRANE HOLDINGS KITTITAS LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15th day of June, 2024.

Shitul



Printed Name: SHITUL NAGORI
Notary Public in and for the State of Washington
My Commission Expires: 07/30/2025