

Easement  
Kittitas County, County Auditor

AFTER RECORDING RETURN TO:

SSHI LLC dba DR Horton  
11241 Slater Ave. NE, Suite 200  
Kirkland, WA 98034  
Attn.: Debra Alonzo / HOA

RECEIVED  
APR 17 2024

REVIEWED  
04/12/2024

Kittitas County CDS

KITTITAS COUNTY TREASURER  
BY: Kristen Washington

<b>DOCUMENT TITLE</b>	MONUMENT AND LANDSCAPE EASEMENT
<b>REFERENCE NO. OF DOCUMENTS ASSIGNED/ RELEASED:</b>	N/A CTI-W2321494
<b>GRANTOR</b>	SSHI LLC, A DELAWARE LIMITED LIABILITY COMPANY DBA D.R. HORTON
<b>GRANTEE</b>	BLACK HORSE AT WHISKEY CREEK HOMEOWNERS ASSOCIATION, A WASHINGTON NONPROFIT CORPORATION
<b>LEGAL DESCRIPTION (ABBREVIATED)</b>	BLACK HORSE AT WHISKEY CREEK PHASE 2, LOT 178; SEC 27, TWP 18, RGE 18
<b>ASSESSOR'S PARCEL NO.</b>	963474

**MONUMENT AND LANDSCAPE EASEMENT**

This Monument and Landscape Easement (“Easement”) entered into this 10<sup>th</sup> day of April 2024, is entered into by and between by SSHI LLC, a Delaware limited liability company dba D.R. Horton (“Grantor”), for the benefit of BLACK HORSE AT WHISKEY CREEK HOMEOWNERS ASSOCIATION, a Washington nonprofit corporation (“Grantee”, collectively with Grantor, “Parties”), on the terms and conditions described herein.

Recitals

A. Grantor owns that certain real property located in Kittitas County, Washington, with APN 962474, and legally described as:

LOT 178, BLACK HORSE AT WHISKEY CREEK – PHASE 2, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON, AS PER PLAT THEREOF RECORDED IN BOOK 14 OF PLATS, PAGES 83 THROUGH 97, RECORDS OF SAID COUNTY;

CHICAGO TITLE INSURANCE COMPANY  
has placed this document of record as a customer courtesy  
and accepts no liability for the accuracy or validity of the document.

WA – Black Horse (Phase 2)  
(Monument and Landscape Easement) (Lot 178)

EACH LOT TOGETHER WITH AN UNDIVIDED INTEREST IN TRACTS A, B, C, D, E, F, G, H, I, J, K, M, N, O, P and Q OF SAID PLAT.

**B.** Grantee is the homeowner's association for Black Horse at Whiskey Creek – Phase 2, A Plat Community, as recorded under Kittitas County Recording No. 202308150016 , pursuant to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Black Horse at Whiskey Creek, as recorded under Kittitas County Recording No. 202112210021 that govern Black Horse at Whiskey Creek (“Community”).

**C.** Grantor desires to grant a monument and landscape easement for an entry monument sign, as defined below, on a portion of the Property to Grantee, all on the terms and conditions set forth below.

Agreement

NOW, THEREFORE, in consideration of the mutual benefit and burdens contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Grant of Easement.** Subject to the conditions set forth herein, Grantor hereby grants and conveys to Grantee an approximate 28-foot long by 3-foot wide monument and landscape easement (“Easement”) along, over, under and across the most northeasterly portion of the Property (“Easement Area”), as depicted on the attached Exhibit A. The Easement contains the footer and beam for the monument (each a “Monument” or “Structure”, collectively, “Monuments” or “Structures”), that extend over the public trail easement on Tract J and connects to the other footer and beam located on the lot on the other side of the Easement.

**2. Purpose, Use and Maintenance of the Monuments and the Easement Area.** Grantee may enter upon and use the Easement Area for installation, use, maintenance, upgrade, improve and repair of the Monuments and landscaping for the Community (“collectively, “Maintenance and Repairs”). The Maintenance and Repairs of the Monument and landscaping located within the Easement Area will be managed by the Association; provided, however, that if the owner of the Lot or the owner's agents, invitees or contractors damage the Monument, the owner of the Lot shall pay all costs to repair the Monument. Grantor reserves the right to use the Easement Area for any purpose that is not inconsistent with the purposes of the Easement granted herein. The Parties hereby acknowledge that the location of the Easement does not in any way alter the legal boundaries of the Property or confer any rights on Grantee over the Property beyond the Term (defined below). Grantee waives any and all claims to title of the Easement Area through adverse possession, prescriptive easement, or any other means.

**3. Other Easements.** At no point or time shall Grantee engage in any actions in the Easement Area that are interfering with, conflicting or in violation of other surrounding existing easements.

4. **Term.** Grantee may terminate this Easement by executing and recording a release of this Easement in the real property records of Kittitas County. If this Easement is terminated, then all improvements, including and not limited to, the Monument and landscaping located with the Easement Areas, shall become the property of Grantee, and be removed by Grantee within thirty (30) days of the recorded termination.

5. **Indemnification.** Grantor shall have no liability, and is hereby released from all liability, to Grantee, its successors and/or assigns, and/or their contractors, guests, invitees and agents, with respect to the Encroaching Improvements and/or the use of the Easement Area by Grantee, its successors, heirs, and/or assigns, and their contractors, guests, invitees and agents. Grantee agrees to indemnify, hold harmless, and defend Grantor from and against any and all losses, damages, injuries, claims, penalties, liens, liabilities, suits, fines, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way related to the Encroaching Improvements and/or the use of the Easement Area by Grantee, its successors, heirs and/or assigns, and their employees, agents, contractors, tenants, guests, invitees and licensees.

6. **Covenant Runs with the Land.** This Easement is a perpetual appurtenant easement and shall run with the land and shall be binding upon the Parties, and their respective successors, heirs and/or assigns until terminated pursuant to Section 4.

7. **Non-Waiver/Amendments.** No amendment, supplement, modification, waiver or termination of this Easement or any provisions hereof shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any of the provisions of this Easement shall constitute a waiver of any other provision (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

8. **Severability.** If any term or provision of this Easement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Easement and the application thereof shall not be affected and shall fully be enforceable as permitted by law.

9. **Governing Law.** This Easement shall be construed and enforced in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of laws.

10. **Counterparts.** This Easement may be executed in multiple counterparts, and signed counterparts may be delivered by electronic transmission, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

11. **Entire Easement.** This Easement constitute the entire Easement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous Easements, representations, and understandings of the Parties, oral or written, are hereby superseded, and merged herein. No supplement, modification or amendment of this Easement shall be binding unless in writing and executed by the Parties.

***[Remainder of Page Left Blank; Signatures and Notary Blocks on Following Pages]***





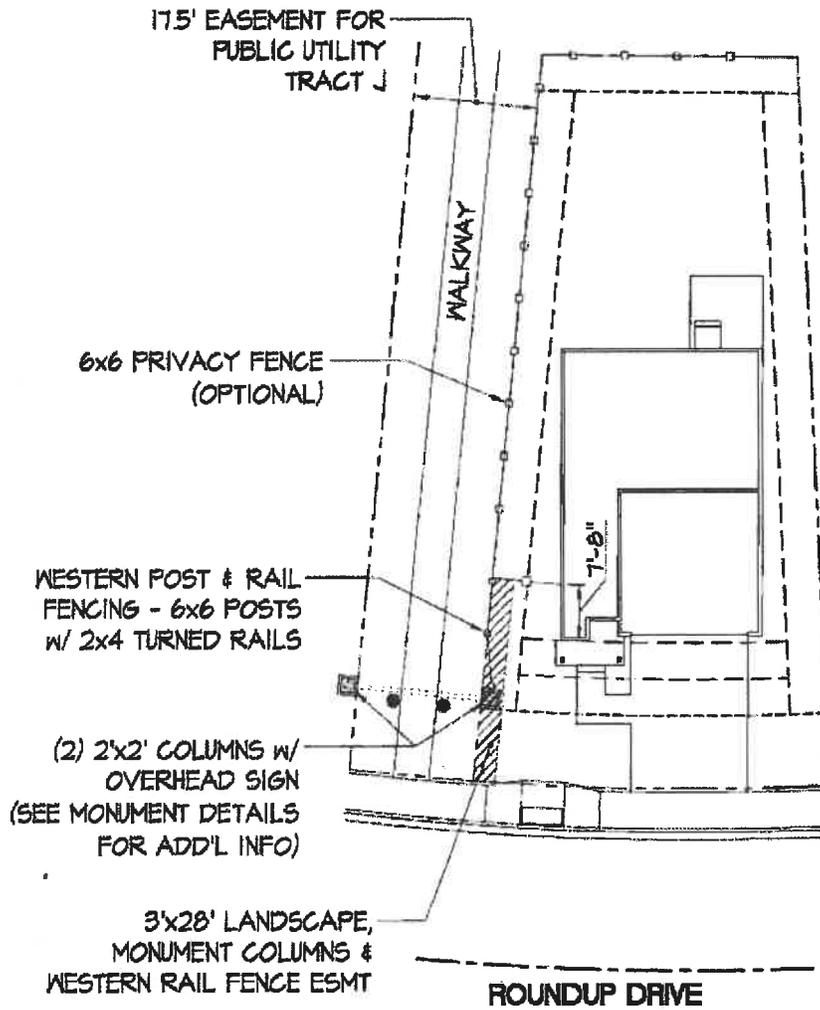




**EXHIBIT A**  
**(Depiction of Easement Area)**

EXHIBIT A

BLACK HORSE PHASE 2 - LOT 178



WA - Black Horse (Phase 2)  
(Monument and Landscape Easement) (Lot 178)