

\$215.50
Easement KOLOUSKOVA PLLC
Kittitas County Auditor



REVIEWED

MAY 20 2022

KITTITAS COUNTY TREASURER

INITIALS: MD

When Recorded, Return to:

JOHNS MONROE MITSUNAGA
KOLOUSKOVA, PLLC
ATTENTION: VICKI E. ORRICO
11201 SE 8TH ST., #120
BELLEVUE, WA 98004

AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S):	EASEMENT AGREEMENT
DOCUMENTS RELEASED:	N/A
GRANTOR:	DAVID C. WEBER TRUST
GRANTEE:	SKYLINE RIDGE LLC
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY: (abbreviated)	LOTS 1 AND 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200204190016, RECORDS OF KITTITAS COUNTY, WASHINGTON.
LEGAL DESCRIPTION OF THE GRANTEE PROPERTY: (abbreviated)	TRACT FD-4A OF FOREST RIDGE-PHASE II PERFORMANCE BASED CLUSTER PLAT RECORDED UNDER RECORDING NUMBER 202111170017, RECORDS OF KITTITAS COUNTY, WASHINGTON.
ADDITIONAL LEGAL DESCRIPTIONS:	SEE EXHIBITS D, E AND G
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	1351, 213034, 962155

EASEMENT AGREEMENT

This Easement Agreement (this "Agreement") is made this 10 day of May, 2022 (the "Effective Date"), by and between the David C. Weber Trust ("Grantor") and Skyline Ridge LLC, a Washington limited liability company ("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. 13515 and 213034 and legally described in Exhibit A hereto (the "Grantor Property").

- B. Grantee is the owner of that certain real property commonly known as Kittitas County Tax Parcel No. 962155 and legally described in Exhibit B hereto (the "Grantee Property") (the Grantor Property and Grantee Property are referred to collectively as the "Properties").
- C. Grantor is willing to grant and Grantee is willing to accept a temporary construction easement for construction of a road (the "Road") and a stormwater detention pond and waterlines, connections and appurtenances (the "Pond") over the area on the Grantor Property as depicted in Exhibit C hereto and legally described in Exhibit D hereto ("Temporary Easement Area"), subject to the terms and conditions of this Agreement.
- D. Grantor is willing to grant and Grantee is willing to accept a perpetual exclusive easement for construction and maintenance of, and discharge of water into, the stormwater detention pond, waterlines, connections and appurtenances located on the Grantor Property over the area legally described in Exhibit E hereto and depicted Exhibit F hereto ("Pond Easement Area"), subject to the terms and conditions of this Agreement.
- E. Grantee is willing to grant and Grantor is willing to accept a perpetual exclusive easement for ingress, egress and utilities over the area on the Grantor Property legally described in Exhibit G and depicted Exhibit H hereto ("Access 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 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 convenience for Grantee to design and construct the Road and Pond ("Temporary Construction Easement"). Upon completion of the Road and Pond, 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 at the later of (a) one (1) year from the Effective Date and (b) completion of the Road and Pond.

3. **Grant of Pond 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, as owner of the Grantee Property, a perpetual exclusive easement for the discharge of water into the stormwater detention pond located on the Grantor Property along with an access easement for the purposes of installing, operating, maintaining, extending, constructing, repairing, and reconstructing a stormwater detention pond and waterlines, connections and appurtenances thereto (collectively, the "Pond") over, through, across, under and upon the Pond Easement Area (the "Pond Easement"). Grantee shall be solely responsible for all costs of installation, inspection, maintenance and repair of the pond.
4. **Grant of 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, as owner of the Grantee Property, a perpetual exclusive easement for ingress, egress and utilities (the "Access Easement"), over, under, through, across and upon the Access Easement Area. Grantee shall, at its sole expense, maintain the Access Easement Area in good repair and in a safe condition, including any pavement, curbs, gutters, landscaping, utilities, fencing, and all related improvements.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

10. **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.
11. **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.
12. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which original counterparts shall together constitute a single original document.

GRANTOR:

David C. Weber Trust



By: DAVID C WEBER
Its Trustee

GRANTEE:

Skyline Ridge LLC, a Washington limited liability company

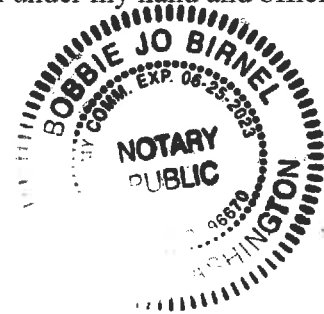


By: SEAN NORTHRUP
Its: MANAGING MEMBER

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that David Weber 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 and acknowledged it as the trustee of the David C. Weber Trust 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 10th day of MAY, 2022.

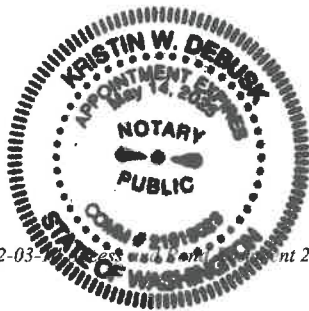


Bobbie Jo Birnel
Bobbie Jo Birnel (Print Name)
Notary Public In and for the State of
Washington,
Residing at Spanaway
My appointment expires: 08-25-23

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 10th day of May, 2022, before me personally appeared Sean Northrop, to me known to be the Managing Member of the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, 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.



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

2022-03-25 Notary Public Seal and Stamp Form 2079-001 Final

EXHIBIT A
LEGAL DESCRIPTION OF THE GRANTOR PROPERTY

LOTS 1 AND 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200204190016, RECORDS OF KITTITAS COUNTY, WASHINGTON.



EXHIBIT B
LEGAL DESCRIPTION OF GRANTEE PROPERTY

TRACT FD-4A OF FOREST RIDGE-PHASE II PERFORMANCE BASED CLUSTER PLAT RECORDED UNDER RECORDING NUMBER 202111170017, RECORDS OF KITTITAS COUNTY, WASHINGTON.



**EXHIBIT C
DEPICTION OF EASEMENT AREAS**

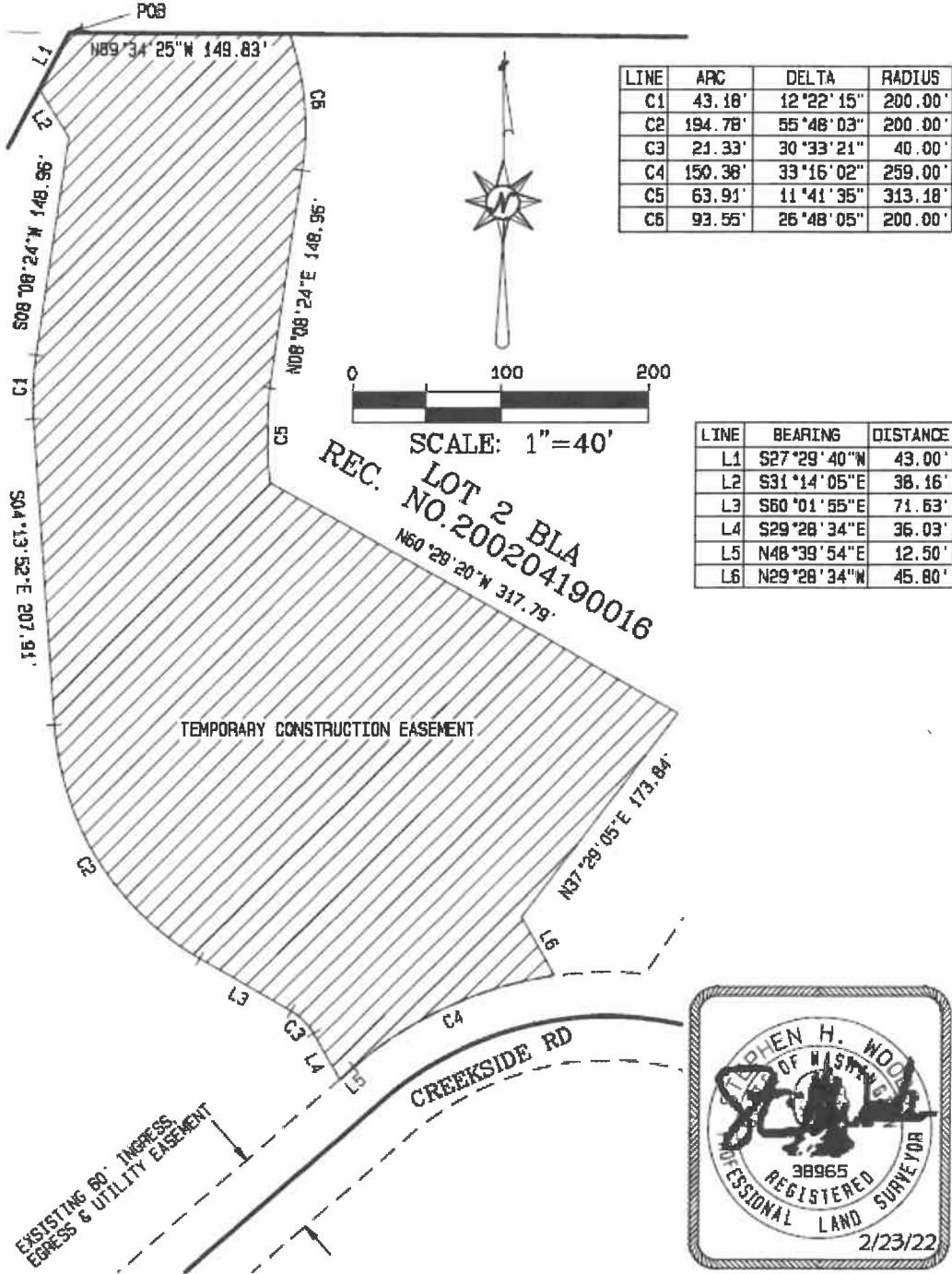


EXHIBIT D

LEGAL DESCRIPTION OF TEMPORARY EASEMENT AREA

A PORTION OF LOT 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200204190016, RECORDS OF KITTITAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 2;
THENCE SOUTH 27°29'40" WEST ALONG THE WESTERLY LINE THEREOF, A DISTANCE OF 43.00 FEET;
THENCE SOUTH 31°14'05" EAST, A DISTANCE OF 38.16 FEET;
THENCE SOUTH 08°08'24" WEST, A DISTANCE OF 148.96 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHERLY A DISTANCE OF 43.18 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 12°22'15";
THENCE SOUTH 04°13'52" EAST TANGENT TO SAID CURVE, A DISTANCE OF 207.91 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHEASTERLY A DISTANCE OF 194.76 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 55°48'03";
THENCE SOUTH 60°01'55" EAST TANGENT TO SAID CURVE, A DISTANCE OF 71.83 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHEASTERLY A DISTANCE OF 21.33 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 30°33'21";
THENCE SOUTH 29°28'34" EAST TANGENT TO SAID CURVE, A DISTANCE OF 36.03 FEET TO THE NORTHERLY LINE OF THE EXSISTING 60' INGRESS, EGRESS & UTILITY EASEMENT, AS SHOWN ON SURVEY FILED IN VOLUME 28, PAGES 48 THROUGH 50 BY LS 29269, AND AS SHOWN ON SURVEY FILED IN VOLUME 27, PAGE 132 BY LS 18092;
THENCE NORTH 48°39'54" EAST ALONG SAID NORTHERLY LINE OF THE EXSISTING 60' INGRESS, EGRESS & UTILITY EASEMENT, A DISTANCE OF 12.50 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHEASTERLY A DISTANCE OF 150.38 FEET ALONG SAID NORTHERLY LINE OF THE EXSISTING 60' INGRESS, EGRESS & UTILITY EASEMENT AND ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 259.00 FEET AND A CENTRAL ANGLE OF 33°16'02";
THENCE NORTH 29°28'34" WEST, A DISTANCE OF 45.80 FEET;
THENCE NORTH 37°29'05" EAST, A DISTANCE OF 173.84 FEET;
THENCE NORTH 60°29'20" WEST, A DISTANCE OF 317.79 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 313.18 FEET AND A CENTRAL ANGLE OF 11°41'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 00°24'16" WEST 63.80 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 63.91 FEET;
THENCE NORTH 08°08'24" EAST, A DISTANCE OF 148.96 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE,
THENCE NORTHERLY A DISTANCE OF 83.55 FEET ALONG THE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 200.00 FEET AND A CENTRAL ANGLE OF 26°48'05", TO THE NORTHERLY LINE OF THE ABOVE DESCRIBED LOT 2;
THENCE NORTH 89°34'25" WEST ALONG SAID NORTHERLY LINE, A DISTANCE OF 149.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.824 ACRES, MORE OR LESS.

SITUATE IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



EXHIBIT E

LEGAL DESCRIPTION OF POND EASEMENT AREA

A PORTION OF LOT 2 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200204190016, RECORDS OF KITTITAS COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

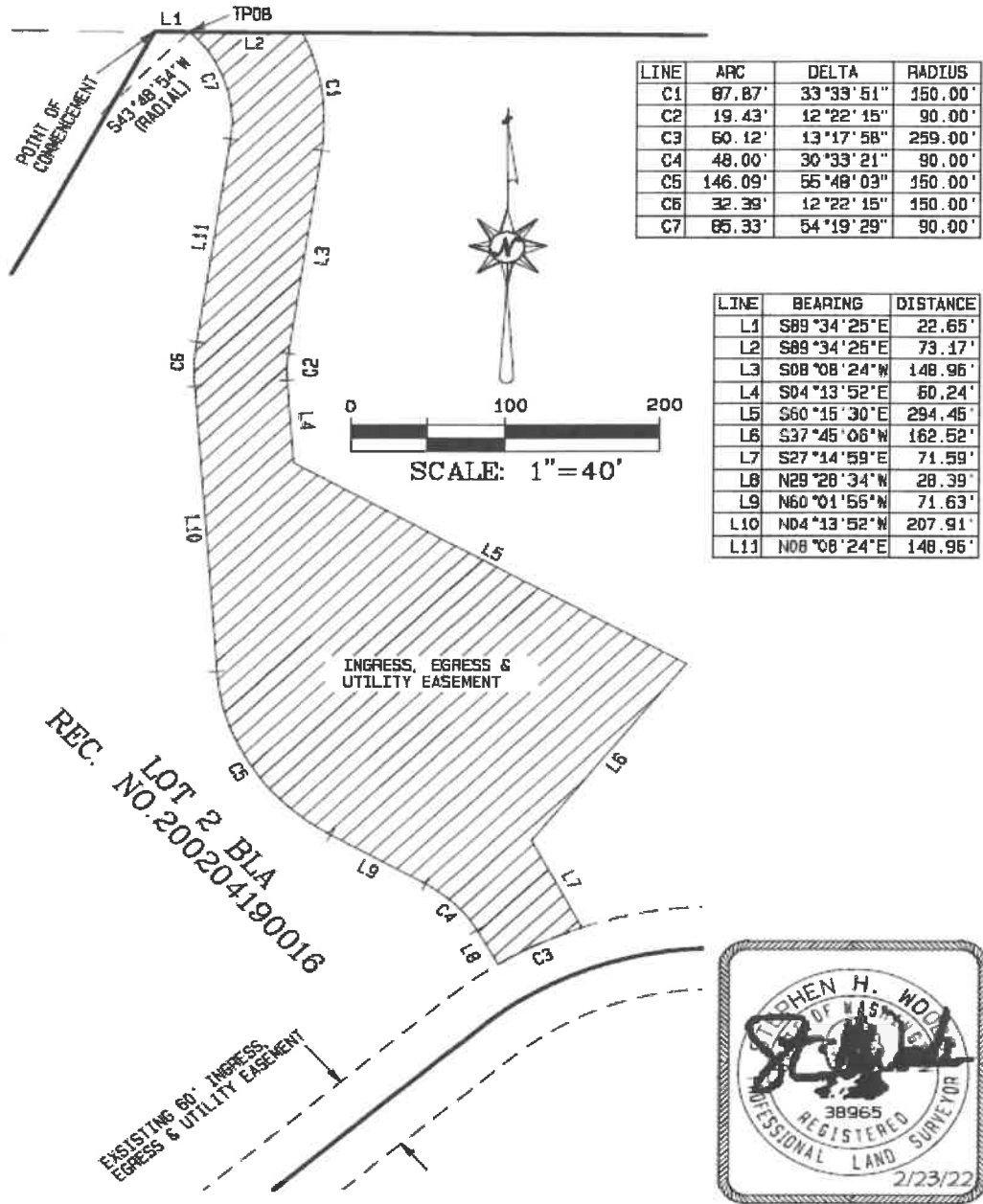
COMMENCING AT THE NORTHWESTERLY CORNER OF SAID LOT 2;
THENCE SOUTH 89°34'26" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 22.65 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°34'26" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 73.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 33°33'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 08°38'32" EAST 86.62 FEET;
THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 87.87 FEET;
THENCE SOUTH 08°08'24" WEST TANGENT TO SAID CURVE, A DISTANCE OF 148.96 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHERLY A DISTANCE OF 19.43 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 12°22'15";
THENCE SOUTH 04°13'52" EAST TANGENT TO SAID CURVE, A DISTANCE OF 60.24 FEET;
THENCE SOUTH 60°15'30" EAST, A DISTANCE OF 294.45 FEET;
THENCE SOUTH 37°45'06" WEST, A DISTANCE OF 162.52 FEET;
THENCE SOUTH 27°14'59" EAST, A DISTANCE OF 71.59 FEET TO THE NORTHERLY LINE OF THE EXSISTING 60' INGRESS EGRESS & UTILITY EASEMENT, AS SHOWN ON SURVEY FILED IN VOLUME 28, PAGES 48 THROUGH 50 BY LS 29269, AND AS SHOWN ON SURVEY FILED IN VOLUME 27, PAGE 132 BY LS 18092, AND A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 259.00 FEET AND A CENTRAL ANGLE OF 13°17'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 63°45'03" WEST 59.98 FEET;
THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF THE EXSISTING 60' INGRESS, EGRESS & UTILITY EASEMENT AND ALONG SAID CURVE, A DISTANCE OF 80.12 FEET;
THENCE NORTH 29°28'34" WEST, A DISTANCE OF 28.39 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 48.00 FEET ALONG THE CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 30°33'21";
THENCE NORTH 60°01'55" WEST TANGENT TO SAID CURVE, A DISTANCE OF 71.63 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 146.09 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 55°48'03";
THENCE NORTH 04°13'52" WEST TANGENT TO SAID CURVE, A DISTANCE OF 207.91 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHEASTERLY A DISTANCE OF 32.39 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 12°22'15";
THENCE NORTH 08°08'24" EAST TANGENT TO SAID CURVE, A DISTANCE OF 148.96 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE NORTHWESTERLY A DISTANCE OF 85.33 FEET ALONG THE CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 90.00 FEET AND A CENTRAL ANGLE OF 54°19'29" TO THE POINT OF BEGINNING.

SITUATE IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 15 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



EXHIBIT F

DEPICTION OF POND EASEMENT AREA



LEGAL DESCRIPTION OF ACCESS EASEMENT AREA

EXHIBIT "G" 60' INGRESS, EGRESS & UTILITY EASEMENT

A STRIP OF LAND LYING WITHIN LOT 1 OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER RECORDING NUMBER 200204190016, RECORDS OF KITTITAS COUNTY, WASHINGTON, BEING 80.00 FEET IN WIDTH, LYING 30.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1;
THENCE SOUTH 89°40'11" EAST ALONG THE NORTHERLY LINE THEREOF, A DISTANCE OF 190.35 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 24°04'28" WEST, A DISTANCE OF 98.38 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE;
THENCE SOUTHERLY A DISTANCE OF 453.29 FEET ALONG THE CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 51°58'38" TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHERLY A DISTANCE OF 116.45 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 175.00 FEET AND A CENTRAL ANGLE OF 38°07'38";
THENCE SOUTH 10°16'31" WEST TANGENT TO SAID CURVE, A DISTANCE OF 213.64 FEET TO THE NORTHERLY LINE OF THE EXISTING 60' INGRESS, EGRESS & UTILITY EASEMENT AS SHOWN AS ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 200201240010, AND AS SHOWN ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 200204190016, AND THE TERMINUS OF SAID CENTERLINE.

ALL SIDELINES SHALL BE EXTENDED AND/OR TRUNCATED TO INTERSECT AT BOUNDARY LINES, THE ABOVE DESCRIBED NORTHERLY LINE OF THE EXISTING 60' INGRESS, EGRESS & UTILITY EASEMENT AND INTERSECTIONS.

SITUATE IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 16 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KITTITAS, STATE OF WASHINGTON.



CONTOUR
ENGINEERING • LLC

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

EXHIBIT H
DEPICTION OF ACCESS EASEMENT AREA

