

Recorded at Request of and
After Recording Return to:

Nadine Zackrisson
Pacific Properties, Inc.
14410 Bel-Red Road, Suite 200
Bellevue, WA 98007

EXCISE TAX NOT REQUIRED
King Co. Records Division

Susan Schiappa
Deputy

9903022494

SEWER AND ACCESS EASEMENT

Grantor: Village Homes I Limited Partnership
Grantee: Blair A. Rasmussen and Sarah G. Rasmussen
Legal Description: SE 1/4 NE 1/4, Section 4, Twp. 24
North, Range 6 East, W.M.
Tax Parcel Nos.: 042406 - 9027
Related Documents: n/a

THIS SEWER AND ACCESS EASEMENT (the "Agreement") is made as of this 25th day of February, 1998 by and between VILLAGE HOMES I LIMITED PARTNERSHIP, a Washington limited partnership ("Grantor") and BLAIR A. RASMUSSEN and SARAH G. RASMUSSEN, husband and wife ("Grantee").

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CHICAGO TITLE INS. CO
REF# W501505-10

Recitals

A. Grantor is the owner of certain real property legally described in Exhibit A-1, attached hereto (the "Burdened Property"), which is a portion of the real property owned by Grantor and legally described in Exhibit A-1, attached hereto (the "Redford Property").

B. Grantee is the owner of certain real property legally described in Exhibit B-1, attached hereto (the "Benefited Property").

C. Grantor wishes to grant an easement over the Burdened Property for the benefit of the Benefited Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,

990302-2494 02:39:00 PM KING COUNTY RECORDS 009 D#1 16.08

the parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a permanent, non-exclusive easement (the "Easement") over that portion of the Burdened Property, more particularly described in Exhibit C-1, together with the right to enter thereon, for the purposes of constructing, maintaining, repairing and replacing a sewer line, and also for the purpose of providing ingress and egress to the Benefited Property from 225th Place S.E. Grantee acknowledges and agrees that use of the Easement for ingress and egress purposes as granted in this Agreement shall be limited to the residents of the single family home to be constructed on the Benefited Property and shall not be used by any other persons or entities.

2. Installation and Connection of Sewer Line. It shall be the sole cost and responsibility of Grantee to obtain any necessary water or sewer certificates from the Sammamish Plateau Sewer and Water District and any other applicable governmental entities prior to installation of the Sewer Line. After Grantee has obtained the applicable water and sewer certificates and any other approvals and has delivered copies of the same to Grantor, Grantor shall, at Grantor's expense, install the Sewer Line across the Easement Area, from the property line of the Redford and Rasmussen Properties to the sanitary sewer line to be constructed in the right of way of 255th Place S.E. (the "Sanitary Sewer Line"), and shall connect the Sewer Line with the Sanitary Sewer Line. Grantor agrees to waive any latecomer fees, which would otherwise be collectible by the Grantor for one single family connection by Grantee.

3. Maintenance and Use of Access Road. Grantor shall construct and maintain the access road to be located on the Easement Property as part of its construction and maintenance of the road to service the detention pond to be located on the Redford Property. Grantee shall install and maintain a gate on the property boundary between the Redford Property and the Benefited Property which shall be locked at all times except when in use by Grantee, and to which Grantee shall have a key.

4. Successors and Assigns. The rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon their respective successors and assigns.

5. Amendment. This instrument may be amended only by a written instrument executed by Village Homes and Rasmussen.

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6. Remedies. In the event of any breach of this Agreement by either party, the other party, or their successors and assigns, shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach, the parties agreeing for themselves, their successors and assigns that failure of either party to perform its obligations hereunder will cause irreparable damage to the other party. In no event shall a waiver by either party of the right to seek relief under this paragraph constitute a waiver of any other or further violation.

7. Attorneys' Fees. The prevailing party in any action brought to enforce or interpret the terms of this Agreement shall be entitled to recover its costs and reasonable attorney's fees incurred in said action.

8. Exhibits. All Exhibits are attached hereto and shall be deemed incorporated herein by their reference.

9. Construction. The section headings throughout this Agreement are for convenience and reference only and the words contained in them shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement. All parties hereto have had the opportunity to be represented by legal counsel in this transaction and accordingly hereby waive the general rule of construction that an agreement shall be construed against its drafter.

10. Integration. This Agreement and the exhibits attached hereto represent the entire agreement of the parties and supersede all other oral or written agreements between the parties.

Dated as of the day and year first above written.

GRANTOR:
VILLAGE HOMES I LIMITED PARTNERSHIP, a
Washington limited partnership

By: VILLAGE HOMES, INC., a
Washington corporation
Its: General Partner

By: Steph W. [Signature]
Its: _____

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GRANTEE:


Blair A. Rasmussen



Sarah G. Rasmussen

EXHIBIT A-1

PARCEL A:

Lot A, King County Boundary Line Adjustment No. L96L0174, as recorded under King County recording number 9703249004, more particularly described as follows:

The north 660 feet (north $\frac{1}{2}$ by government subdivision) of the southeast quarter of the northeast quarter of Section 4, Township 24 North, Range 6 East, W.M., in King County, Washington; EXCEPT the east 430 feet thereof.

TOGETHER WITH THAT PORTION of Lot 1, King County Short Plat No. 985054, recorded under King County recorders number 8611040486, lying northerly of the following described line:

Commencing at the southeast corner of the northeast quarter of said Section 4; thence north $0^{\circ}25'21''$ east along the east line of the northeast quarter of said Section 4, a distance of 649.18 feet to the easterly prolongation of an existing wire fence, with wood and steel posts, being the TRUE POINT OF BEGINNING of said described line; thence north $89^{\circ}28'55''$ west along said fence line and its westerly prolongation to the west line of the southeast quarter of the northeast quarter of said Section 4 and the terminus of said line.

PARCEL B:

Lot B, King County Boundary Line Adjustment No. L96L0174, as recorded under King County recording number 9703249004, more particularly described as follows:

The west 400 feet of the east 430 feet of the north 660 feet (north $\frac{1}{2}$ by government subdivision) of the southeast quarter of the northeast quarter of Section 4, Township 24 North, Range 6 East, W.M., in King County, Washington; EXCEPT the south 200.00 feet of the north 560.00 feet of the west 217.00 feet of the east 430.00 feet thereof.

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EXHIBIT B-1

Lot 1 of King County short Plat No. S8950080, recorded under Recording Humber 999103149008, Records of King County, State of Washington.

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EXHIBIT C-1

**LEGAL DESCRIPTION
FOR
SEWER AND ACCESS EASEMENT**

APPROXIMATE CENTERLINE LOCATION OF SEWER AND ACCESS EASEMENT

The proposed centerline lying within the Southeast quarter of the Northeast quarter of Section 4, Township 24 N, Range 6 E, Willamette Meridian, King County, Washington described as follows:

Beginning at the Northwest corner of said subdivision;
Thence S 00°28'16" W along the West line thereof a distance of 129.51 feet to the True Point of Beginning of the herein described centerline;
Thence S 87°27'30" E a distance of 69.59 feet;
Thence S 59°54'51" E a distance of 70.86 feet;
Thence S 72°54'15" E a distance of 47.92 feet;
Thence S 89°31'44" E a distance of 37.95 feet to the terminus of said centerline;
Said point bearing S 49°28'36" E a distance of 280.91 feet from the Point of Beginning.

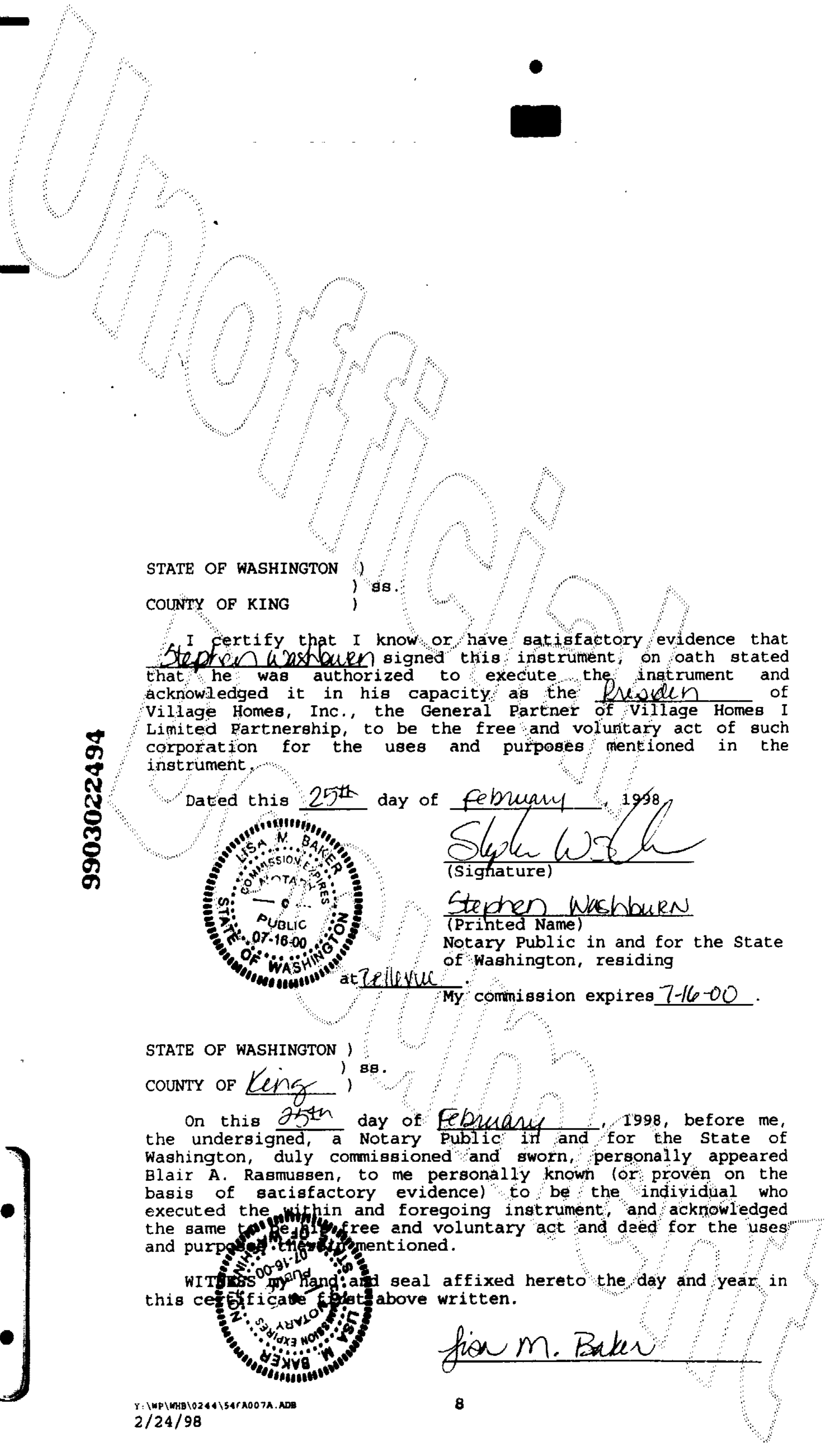
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HGG Inc. March 10, 1998

Prepared by: RL
Checked by: H

 Hugh G. Goldsmith
& Associates, Inc.



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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Stephen Washburn signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it in his capacity as the President of Village Homes, Inc., the General Partner of Village Homes I Limited Partnership, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 25th day of February, 1998



Stephen Washburn
(Signature)

Stephen Washburn
(Printed Name)

Notary Public in and for the State of Washington, residing

at Bellevue

My commission expires 7-16-00

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 25th day of February, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Blair A. Rasmussen, to me personally known (or proven on the basis of satisfactory evidence) to be the individual who executed the within and foregoing instrument, and acknowledged the same to be his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal affixed hereto the day and year in this certificate first above written.



Lisa M. Baker

