

DRAFT

After Recording, Return to:
Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Avenue, Suite 4000
Seattle, WA 98164
Attn: Stacy Clark or Tina Lieu

Document Title:	Access and Utilities Easement Agreement
Grantor:	KBHPNW LLC
Grantee:	Svetlana M. Romaso
Abbreviated Legal Description of Grantee Property:	PTN TRACT 175, SUNNYSIDE FIVE ACRE TRACTS, VOL 7, P 19, SNOHOMISH COUNTY
	Complete Legal Descriptions on Exhibits A and B
Assessor's Tax Parcel ID#:	00590700017503; 00590700016201

ACCESS AND UTILITIES EASEMENT AGREEMENT

THIS ACCESS AND UTILITIES EASEMENT AGREEMENT ("Agreement") is made and executed as of _____, 2024, by and between KBHPNW LLC, a Delaware limited liability company ("Grantor"), and Svetlana M. Romaso (f/k/a Svetlana Myasnikov) ("Grantee").

RECITALS

- A. Grantor owns the real property located in the City of Marysville, Snohomish County, Washington that is legally described on Exhibit A attached hereto ("Grantor Property"), and Grantee owns the real property located in the City of Marysville, Snohomish County, Washington that is legally described on Exhibit B attached hereto ("Grantee Property").
- B. In connection with its development of the Grantor Property, Grantor intends to construct a new public right of way ("New Public Road") with access to 87th Ave NE, construct a private driveway that provides the Grantee Property with access to the New Public Road ("Driveway"), and install new utilities within the New Public Road and the Driveway to serve the Grantor Property ("New Utilities").
- C. Upon recordation of the final plat for the West Magnolia Plat Community ("Plat"), Grantor will dedicate the New Public Road to the City of Marysville.

DRAFT

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement on, over, and across a portion of the Grantor Property legally described on Exhibit C attached hereto and depicted on Exhibit D attached hereto ("Easement Area"), for purposes of (i) vehicular and pedestrian access in the ordinary course of residential access to the Grantee Property ("Access Easement"), and (ii) the operation, use, service, repair and maintenance of utility connection lines ("Connection Lines") to the New Utilities to serve the Grantee Property (collectively, with the Access Easement, the "Easement").
2. Limitations. The Easement granted in this Agreement is solely for the benefit of the owner of the Grantee Property. Use of the Easement and the Connection Lines is limited to the Grantee Property consisting of up to two residential lots. If the Grantee Property is subdivided into more than two lots, the Grantee Property shall not have the right to use the Easement or the Connection Lines under this Agreement. No parking by Grantee is permitted in the Easement Area.
3. Maintenance of Easement Area. If the Grantee Property connects to the New Utilities, Grantee shall maintain any such Connection Lines in good working order, condition and repair in accordance with applicable standards, requirements and guidelines, and shall be responsible for all costs and fees associated with Grantee's use of the New Utilities. If the Grantor Property is damaged by the maintenance or repair of the Connection Lines or the Driveway, Grantee shall promptly, at its sole cost and expense, repair such damage and restore the Grantor Property to a condition equal or better than its condition immediately prior to commencement of such maintenance or repair.
4. Updated Legal Description. In connection with the recordation of the Plat, Grantor may unilaterally amend the legal description of the Easement Area to be consistent with the location of the Easement Area shown on the Plat by recording an amendment to this Agreement. Without limiting the foregoing, if requested by Grantor, Grantee shall execute any such amendment within 10 business days of Grantor's request.
5. Grantor's Use of Easement Area. Grantor reserves to itself and the future owners of the Grantor Property all rights in the Easement Area which will not interfere with the Easement granted under this Agreement, and all rights in all areas located outside of the Easement Area.
6. Indemnification. Grantee and Grantee's successors, heirs and assigns, shall indemnify, defend and hold the owner(s) of the Grantor Property harmless from and against any and all claims, damages, costs, and expenses, including reasonable attorneys' fees, arising in connection with the use of the Easement granted and the Connection Lines hereunder by the owner(s) of the Grantee Property.
7. No Dedication to the Public. Nothing contained herein shall be deemed to be a dedication of any portion of the Easement Area to the general public or for any public uses whatsoever, it being the intention of Grantor that this Easement shall be strictly limited to and for the purposes herein expressed.
8. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding arising out of or brought to enforce or interpret this Agreement, the prevailing party, as determined by the court or

DRAFT

arbitrator, will be entitled to an award of its reasonable attorneys' fees incurred therein, in the preparation therefor, and on any appeal or rehearing.

9. Applicable Law. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of Washington.

10. Covenant Running with the Land. This Agreement is a covenant with the land and shall be binding upon Grantor, Grantee, and their respective heirs, successors, and assigns, and, subject to the limitations in this Agreement, inure to the benefit of the owner of the Grantor Property

11. Severability. The invalidation by any court of any reservation, covenant, restriction, limitation or agreement herein contained shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart.

[Signature Pages to Follow.]

DRAFT

EXECUTED as of the date first above written.

GRANTOR:

KBHPNW LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission expires: _____

[stamp or seal]

DRAFT

GRANTEE:

SVETLANA M. ROMASO

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission expires: _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

TRACT 162, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DRAFT

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE PROPERTY

[TO BE UPDATED IF WESTERN PROPERLY LINE OF LOT 27 IS MOVED]

BEGINNING AT THE NORTHWEST CORNER OF TRACT 175, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF THE AUDITOR OF THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON;

THENCE EAST ALONG THE NORTH LINE OF SAID TRACT FOR 177 FEET;
THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST LINE OF SAID TRACT FOR 160 FEET;
THENCE WEST ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID TRACT, TO A POINT ON THE WEST LINE OF SAID TRACT;
THENCE IN A NORTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID TRACT TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DRAFT

EXHIBIT C

LEGAL DESCRIPTION OF EASEMENT AREA

THAT PORTION OF TRACT 162, SUNNYSIDE FIVE ACRE TRACTS, ACCORDING TO PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°14'12" WEST, ALONG THE SOUTH LINE THEREOF, 101.73 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING, NORTH 89°14'12" WEST 31.41 FEET; THENCE NORTH 28°47'36" EAST 24.24 FEET;

THENCE NORTH 00°42'24" EAST 165.00 FEET;

THENCE SOUTH 89°17'36" EAST 20.00 FEET;

THENCE SOUTH 00°42'24" WEST 186.41 FEET TO THE SOUTH LINE OF SAID TRACT 162 AND THE **POINT OF BEGINNING**;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

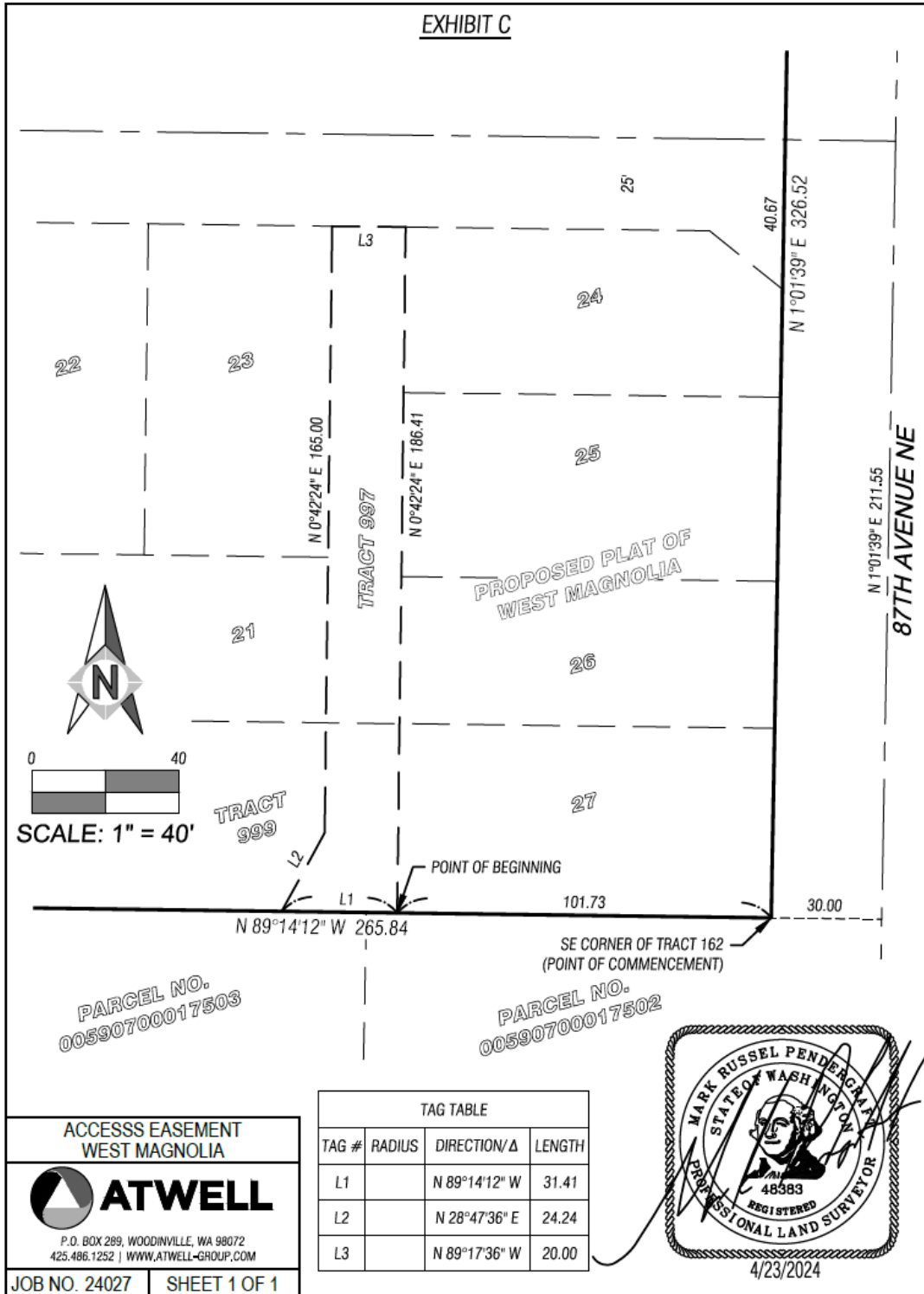
DRAFT

EXHIBIT D

DEPICTION OF EASEMENT AREA

[Attached.]

Exhibit D



TAG TABLE

TAG #	RADIUS	DIRECTION/Δ	LENGTH
L1		N 89°14'12" W	31.41
L2		N 28°47'36" E	24.24
L3		N 89°17'36" W	20.00

**ACCESSS EASEMENT
WEST MAGNOLIA**

P.O. BOX 289, WOODINVILLE, WA 98072
425.486.1252 | WWW.ATWELL-GROUP.COM

JOB NO. 24027 | SHEET 1 OF 1

