

WHEN RECORDED, RETURN TO:

City of North Bend  
P.O. Box 896  
North Bend, WA 98045

### **INGRESS/EGRESS, PARKING, LANDSCAPING, AND DRAINAGE EASEMENT**

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Grantor: City of North Bend, a Washington municipal corporation  
Grantee: 101 West Park, LLC, a limited liability company  
Legal: See attached Exhibits A and B  
Abbrev. Legal: TAYLORS SNOQUALMIE PRAIRIE AC TRS NWLY 150 FT OF  
NELY 105.3 FT SWLY OF PARK AVE & SELY OF BENDIGO ST  
LESS ST HWY  
Assessors No: 8570900241

WHEREAS, 101 West Park, LLC (“Developer” or “Grantee”) is the owner of the real property located at 101 West Park Street, North Bend, Washington (“Property”); and

WHEREAS, Grantee is the project applicant under City of North Bend (“City” or “Grantor”) Permit No. 2018-4783 in connection with the proposal to construct a 3,580 square foot commercial building (“Project”) to be located at the Property; and

WHEREAS, the Property is adjacent to certain City owned property commonly known as 320 Bendigo Boulevard, which is legally described in Exhibit A, attached and incorporated by this reference; and

WHEREAS, Grantee was required to provide 11 feet of additional right of way frontage in order to meet the requirements of NBMC 19.05.020(F)(2), which requires for 61 feet minimum of right-of-way;

WHEREAS, the Left Turn Pocket on Park Street to Bendigo Boulevard and Traffic Signal Re-Calibration is listed as project no. T-040 on the City’s 2018 Transportation Improvement Plan;

WHEREAS, pursuant to the terms of the Developer Extension Agreement between Grantee and the City, approved by the North Bend City Council on October 16, 2018, and effective October 22, 2018, Grantee has further agreed to pay all costs, including construction, storm drainage

triggered by the improvements, and signage associated with providing seven (7) public parking stalls for the benefit of the general public; and

WHEREAS, the additional right-of-way frontage located on the Property and the costs associated with constructing and maintaining the public parking stalls have a fair market value equivalent to the value of the easement area;

NOW THEREFORE, in consideration of the mutual benefits and conditions set forth below, the City and Developer (collectively “the Parties”) agree as follows:

- 1) Recitals Adopted. The preceding WHEREAS clauses are hereby adopted by reference.
- 2) Easement. Grantor, for valuable consideration, hereby grants to Grantee, or its agents, the right, permit, license, and easement to construct, reconstruct, maintain, repair, use and occupy a portion of the property described on Exhibit A for ingress and egress, public parking, landscaping, and storm drainage purposes (“Easement Area”). This Easement Area is legally described on Exhibit B and depicted on Exhibit C, which are hereby incorporated by reference.
- 3) Grantee Access. Grantee may access the Easement Area as defined below:
  - a. 7 of the 12 proposed parking stalls within the Easement Area will be reserved for public parking at all times. These spaces shall be designated by paint and signage, designating them as public parking spaces, to be approved at the sole discretion of the City. The remaining 5 parking stalls shall be reserved for Grantee’s exclusive right and shall also be designated by paint and signage, to be approved at the sole discretion of the City. The parking stalls to be dedicated for public parking are depicted on Exhibit C. Grantee shall not tow any vehicle parked within these public parking stalls at any time.
- 4) Landscaping: Landscaping within the Easement Area shall be maintained by Grantee.
- 5) Storm Drainage: Grantee shall maintain a dispersion strip as depicted on Exhibit C. Grantee shall further record a Declaration of Covenant and Maintenance and Operation with respect to Grantee’s responsibilities as to this dispersion strip.
- 6) Maintenance and Repair of Easement Area: Grantee shall maintain the Easement Area in good condition and repair. Should Easement Area require repairs, overlay, replacement, planting, or other maintenance, replacement, or repair, at City’s sole discretion, Grantee shall make the required maintenance, replacement, or repair. Should Grantee fail in such obligations, City may make such maintenance, replacement, or repair at Grantee’s sole cost and expense.
- 7) Indemnification. Grantee hereby agrees to defend, indemnify, and hold the City, its officers, officials, agents, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys’ fees, arising out of or in connection with this Parking and Drainage Easement, except for injuries and damages caused by the sole negligence of the City. It is further specifically and expressly understood that the

indemnification provided herein constitutes the Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Parking and Drainage Easement.

- 8) Warranty. All work within the Easement Area shall be performed in a good workmanlike manner. In the event of any damage or destruction to any portion of the Grantor's Property resulting from any construction of work within the Easement Area, Grantee or its agents shall immediately restore, repair, or rebuild the damaged or destroyed portion of such property with all due diligence to at least as good a condition as it was in immediately prior to such damage or destruction, or better condition.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

**GRANTOR:** CITY OF NORTH BEND, a Washington municipal corporation

By \_\_\_\_\_  
Title:

Approved as to Form:

By: \_\_\_\_\_  
Title: City Attorney

**GRANTEE:** 101 West Park, LLC, a limited liability company

By: \_\_\_\_\_  
Title:

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

I certify that I know or have satisfactory evidence that Kenneth Hearing 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 acknowledge it as the Mayor of the City of North Bend to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 (Notary Signature)

\_\_\_\_\_  
 (Printed Name of Notary)

NOTARY PUBLIC in and for the  
 State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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 s/he signed this instrument, on oath stated that s/he is authorized to execute the instrument and acknowledge it as the \_\_\_\_\_ of 101 West Park, LLC, a limited liability company to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
 (Notary Signature)

\_\_\_\_\_  
 (Printed Name of Notary)

NOTARY PUBLIC in and for the  
 State of Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
(Legal Description)

EXHIBIT "   A   "

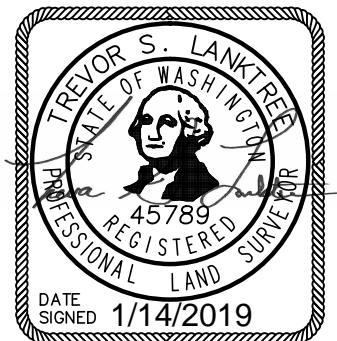
LEGAL DESCRIPTION

PUBLIC/PRIVATE PARKING, INGRESS & EGRESS,  
LANDSCAPING AND STORM DRAINAGE EASEMENT

That portion of Tract 14 of W.H. Taylor's Plat of Snoqualmie Prairie Acre Tracts, recorded in Volume 6 of Plats, Page 32, records of King County, Washington, more particularly described as follows;

BEGINNING at the Westernmost corner of Lot 2, Block 4 of the plat of Stow-Healy Addition to North Bend, recorded in Volume 49 of Plats, Page 77, records of King County, Washington;  
THENCE South 35°42'32" West, 54.72 feet along the Southwesterly prolongation of the Northwest line of said Lot 2;  
THENCE South 54°23'13" East, 150.00 feet along a line being parallel with the Southwest line of Lots 1 and 2 within said Block 4, to the Northwesterly margin of Right-of-Way of Main Street;  
THENCE North 35°42'32" East, 10.00 feet along said Northwesterly margin;  
THENCE North 54°17'28" West, 0.50 feet;  
THENCE North 35°42'32" East, 44.72 feet to the Southwesterly line of said Lot 1;  
THENCE North 54°23'13" West, 149.50 feet along the Southwesterly lines of said Lots 1 and 2 to the POINT OF BEGINNING;

Above described area containing approximately 8,186 square feet.



Project Name: 2452 Western Gateway  
January 14, 2019

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BY: TSL  
Ref. DWG: 2452EXH05.dwg

# EXHIBIT B



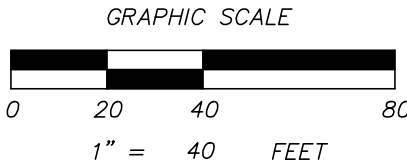
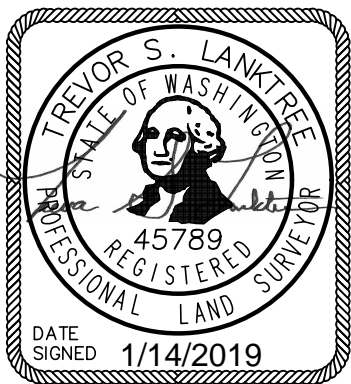
APN 857090-0240

APN 857090-0241


LOT 1&2\*  
APN 803620-0095

PUBLIC/PRIVATE PARKING,  
INGRESS&EGRESS,  
LANDSCAPING AND  
STORM DRAINAGE EASEMENT  
8,186 S.F.±

CITY OF NORTH BEND  
APN 857090-0241



**LEGEND**  
 \* = LOTS WITHIN BLOCK 4, PLAT OF STOW-HEALY ADDITION TO NORTH BEND  
 S.F. = SQUARE FEET  
 P.O.B. = POINT OF BEGINNING

<p>SCALE: HORIZONTAL 1"=40' VERTICAL N/A</p>	<p><b>For:</b> <b>WESTERN GATEWAY, LLC</b></p>	<p>JOB NUMBER <b>2452</b> 2452L.008.DOC</p>
 <p><b>LANKTREE LAND SURVEYING, INC.</b>          25510 74th AVE SO.          KENT, WA 98032          PHONE: (253) 653-6423          FAX: (253) 793-1616          WWW.LANKTREELANDSURVEYING.COM</p>	<p><b>Title:</b> PUBLIC/PRIVATE PARKING, INGRESS&amp;EGRESS, LANDSCAPING AND STORM DRAINAGE EASEMENT</p>	<p>SHEET <b>1 of 1</b></p>
<p>DESIGNED <u>XXX</u> DRAWN <u>TSL</u> CHECKED <u>TSL</u> APPROVED <u>TSL</u> DATE <u>1/14/19</u></p>		