

WHEN RECORDED MAIL TO:

90 NB Investments, LLC
Attn: Michael Aguero
15 Lake Bellevue Drive, Suite 102
Bellevue, WA 98005

Coversheet Recording Information:

GRANTOR: 90 NB INVESTMENTS, LLC,
a Washington limited liability company

GRANTEE: CITY OF NORTH BEND,
a Washington municipal corporation

LEGAL DESCRIPTION: Ptn. SE 106th Right of Way; SW ¼ SW ¼ Sec. 4 &
SE ¼ SE ¼ Sec. 5, Twp. 23N, R. 8E
The complete legal description is on Exhibit A

TAX PARCEL
ACCOUNT NOS: Not Applicable

ACCESS AND SEWER EASEMENT AGREEMENT

This Access and Sewer Easement Agreement ("**Agreement**") is entered into this ____ day of _____, 2025, by and between 90 NB INVESTMENTS, LLC, a Washington limited liability company ("**90 NB**") and THE CITY OF NORTH BEND, a Washington municipal corporation ("**North Bend**"). 90 NB and North Bend are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. SE 106th Property. 90 NB is the owner of the vacated portion of the Southeast 106th Right of Way in the City of North Bend, King County, Washington, as legally described on Exhibit A ("**SE 106th Property**").

2. Grant of Access Easement. 90 NB, as the owner of the SE 106th Property, hereby grants to North Bend a perpetual non-exclusive easement for ingress, egress, and access (the "**Access Easement**") over and across that portion of the SE 106th Property legally described on Exhibit A, attached hereto and visually depicted on Exhibit B, attached hereto ("**Easement Area**"). Except as otherwise provided in Section 3.4, 90 NB shall have the duty and hereby covenants to maintain the Easement Area in good condition and repair, including without limitation the roadway surface.

3. Grant of Sewer Easement. 90 NB, as the owner of the SE 106th Property, hereby grants to North Bend a perpetual non-exclusive easement for the construction, operation, maintenance and/or repair and/or replacement of sewer lines and appurtenances thereto, together with the right of ingress and egress to and from the Easement Area and right-of-way for all purposes necessary and relating thereto installation, operation and maintenance of utility ingress, egress, and access (the "**Sewer Easement**") over, under and across the Easement Area.

3.1. Maintenance and Repair. North Bend shall have the duty and hereby covenants to maintain the sewer lines and appurtenances located in the Easement Area in good condition and repair.

3.2. Non-Interference. Except for the roadway surface, no building, fence, wall, rockery, trees, shrubbery, or obstruction of any kind shall be erected or planted within the Easement Area without the written permission of the Public Works Director for the City of North Bend or its designee. Except as provided in the preceding sentence, 90 NB retains the right to use the Easement Area so long as said use does not interfere with North Bend's exercise of the rights granted herein

3.3. Temporary Construction Easement. 90 NB hereby grants to North Bend a non-exclusive temporary construction easement (the "**Temporary Construction Easement**") over, under and across the Easement Area for the purposes of constructing and installing the sewer lines and appurtenances thereto and otherwise performing North Bend's duties and obligations under the Sewer Easement. This Temporary Construction Easement shall automatically terminate (the "**Termination Date**") upon North Bend's completion of the construction and installation of the sewer lines and the repair and restoration obligations in Section 3.4 herein.

3.4. Restoration. North Bend agrees to restore any portion of the Easement Area which is disturbed during the exercise of the rights granted herein, including any landscaping, to as good of a condition as existed immediately before North Bend's exercise of said rights.

4. Covenants Running with the Land. The easements and the limitations, covenants, conditions, and restrictions granted, reserved or otherwise set forth herein (collectively, the "**Covenants**") are not intended to be personal, but shall run with the land, and shall in all respects constitute covenants enforceable at law and in equity, and servitudes burdening the land. The Covenants shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

5. Governing Law. The validity of this Agreement, the interpretation of the rights and duties of the Parties hereunder and the construction of the terms hereof shall be governed in accordance with the internal laws of the State of Washington.

6. Attorneys Fees. In the event of any action or proceeding at law or in equity between the Parties to enforce or interpret any provision of this Agreement or to protect or establish any right or remedy of any such Party, the non-prevailing Party in such action or proceeding shall pay to the prevailing Party all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in such action or proceeding and in any appeal in connection therewith by such prevailing Party, whether or not such action, proceeding or appeal

is prosecuted to judgment or other final determination. The term "prevailing Party" shall include, without limitation, a Party who obtains substantially the relief sought in the action or proceeding, whether by compromise, settlement or judgment. If such prevailing Party shall recover judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be included in and as a part of such judgment.

7. **Amendment.** This Agreement may only be amended in a writing signed by all Parties and recorded in the office of the King County Recorder.

DATED this ____ day of _____, 2025.

90 NB:

90 NB INVESTMENTS, LLC, a Washington limited liability company

By: Taylor Development, Inc., Manager

By: _____
Name: _____
Title: _____

North Bend:

CITY OF NORTH BEND,
a Washington municipal corporation

By: _____
Name: Mary Miller
Title: Mayor

STATE OF WASHINGTON)
)
County of KING)

I certify that I know or have satisfactory evidence that Michael Aguero is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chief Financial Officer of Taylor Development, Inc., the Manager of 90 NB INVESTMENTS, LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED

Notary Public in And For the State of Washington, residing
at: _____
Name (printed or typed): _____
My appointment expires: _____

I certify that I know or have satisfactory evidence Mary Miller is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF NORTH BEND, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

Type/Print Name of Notary.
Notary Public in And For the State of Washington, residing
at _____
My appointment expires: _____ :

EXHIBIT "A"
LEGAL DESCRIPTION OF ACCESS & SEWER EASEMENT

A 30-FOOT-WIDE STRIP PARCEL SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, ALL IN TOWNSHIP 23 NORTH, RANGE 8 EAST, W.M., KING COUNTY, WASHINGTON, AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4;

THENCE SOUTH 89°58'59" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 944.13 FEET TO A POINT ON A LINE PARALLEL WITH AND 30.00 FEET NORtheasterly OF, AS MEASURED PERPENDICULARLY TO, THE NORtheasterly BOUNDARY OF PARCEL 'B' OF CITY OF NORTH BEND BOUNDARY LINE ADJUSTMENT NO. PLN 2023-0446, RECORDED AT INSTRUMENT NUMBER 20240516900011, RECORDS OF SAID COUNTY AND STATE, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE NORTH 54°20'03" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1113.48 FEET TO THE COMMON LINE OF SAID SECTIONS 4 AND 5;

THENCE CONTINUING NORTH 54°20'03" WEST A DISTANCE OF 9.38 FEET TO THE NORtheasterly PROLONGATION OF THE NORTHWESTERLY BOUNDARY SAID PARCEL 'B';

THENCE NORTH 35°36'50" EAST ALONG SAID NORtheasterly PROLONGATION A DISTANCE 30.00 FEET;

THENCE SOUTH 54°20'03" EAST, 1164.71 FEET TO SAID SOUTH LINE OF SECTION 4;

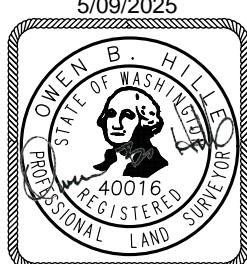
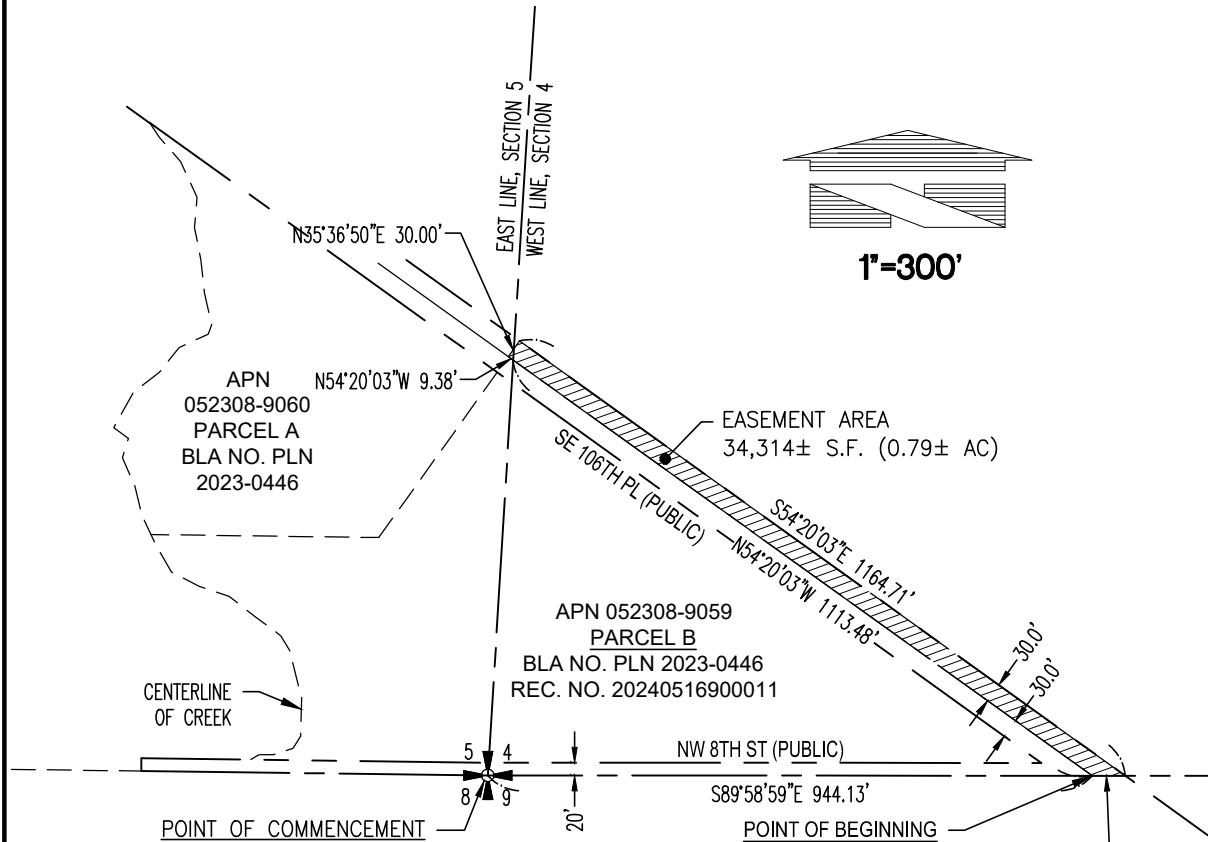
THENCE NORTH 89°58'59" WEST ALONG SAID SOUTH LINE A DISTANCE OF 51.47 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 34,314 SQUARE FEET (0.79 ACRES), MORE OR LESS.

5/09/2025



EXHIBIT " B "



File:P:\23000s\23086\survey\23086-EXH04_ESMT.dwg Date/Time:5/9/2025 2:51 PM OWEN HILLE

SCALE: HORIZONTAL 1"=300' VERTICAL N/A	For: 90 NB INVESTMENTS, LLC	JOB NUMBER 23086
Barghausen Consulting Engineers, LLC. 18215 72nd Avenue South Kent, WA 98032 425.251.6222 barghausen.com	Title: ACCESS & SEWER EASEMENT EXHIBIT	SHEET 1 of 1
DESIGNED _____	DRAWN JCW	CHECKED OBH APPROVED OBH DATE 5/09/25